NOTICE OF REGULAR AGENDA
CITY OF TOMBALL, TEXAS

Monday, October 20, 2025
5:00 P.M.

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 20, 2025 at 5:00 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: 814 2531 3610 Passcode: 169680. 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 unless voted on by City Council. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

C. General Discussion

1. Discussion on the Development Policy for Special Financing Districts.

2. Discussion and direction on the initiation of a Charter Review Process, including possible charter amendments for a 2026 Election, and the appointment of a Charter Review Commission.

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

1. Workshop Discussion Only - Approve the annual renewal expenditures with Tyler Technologies, Inc. for recurring Software as a Service (SaaS) subscriptions, support services, and licensing fees associated with the City's enterprise systems including ERP Pro, Computer-Aided Dispatch (CAD), Public Safety Analytics, BRAZOs eCitation, GIS, and Utility Billing Online for Fiscal Year 2025–2026, through a Sourcewell Contract (Contract No. 060624-TTI) for a total not-to-exceed amount of $479,235. Authorize the expenditure of funds and authorize the City Manager to execute any and all documents related to this purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

2. Workshop Discussion Only – Approve services agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of $250,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

3. Workshop Discussion Only- Approve an expenditure of greater than $100,000 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 2025-2026 Budget.

4. Workshop Discussion Only – Approve services agreement with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

5. Workshop Discussion Only – Approve changes to Administrative Policy No. 23, Park Reservation.

6. Workshop Discussion Only – Approve changes to Administrative Policy No. 24, Sports Courts Reservation.

7. Workshop Discussion Only – Approve changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

8. Workshop Discussion Only – Approve Resolution No. 2025-54, a Resolution of the City of Tomball, Texas approving updates to the Fiscal Year 2025-2026 Master Fee Schedule.

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

F. Invocation - Led by Earl Detwiler, Colonial Hills Bible Chapel

G. Pledges to U.S. and Texas Flags

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

I. Presentations

1. Proclamation – Designating November 3th – 7th, 2025 as "2025 Municipal Court Week"

J. Reports and Announcements

1. Announcements

I. Upcoming events:

- October 21, 2025 – 2025 TEDC Economic Outlook Luncheon from 11 a.m. – 1 p.m. at Lone Star College-Tomball (30555 Tomball Pkwy)
- October 25, 2025 – Cancer Kiss My Cooley 5k & Superhero Kids Dash from 6:30 – 11 a.m. near Paradigm Brewery
- November 1, 2025 – Depot Day Fall Fest from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd)
- November 8, 2025 – Tidy Up Tomball from 8:00 – 11:30 a.m. at First Baptist Church Parking Lot (407 Houston St)
- November 8, 2025 – 2nd Saturday at the Depot from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- November 13, 2025 – Kaffeeklatsch Holiday Special from 11:30 a.m. – 1:00 p.m. at Tomball Community Center

- November 20, 2025 – Let's Talk! from 5:00 – 7:30 p.m. at Tomball Community Center

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

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

1. Approve, on Second Reading, Resolution No. 2025-51-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Cheddar's Casual Café, Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $164,463.00.

2. Approve, on Second Reading, Resolution No. 2025-52-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Olive Garden Holdings, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $219,502.00.

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

1. Approve Minutes of Oct. 2, 2025, Joint City Council & TEDC meeting.

   Approve Minutes of Oct. 6, 2025, Special and Regular City Council meetings.

Approve Minutes of Oct. 13, 2025 Special City Council Meeting.

2. Approve the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $152,907.19 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

3. Approve the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $183,533.15 approve the expenditure of funds therefore and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

4. Approve the purchase of vehicles from Lake Country Chevy through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $109,460.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was included in the FY 2025-2026 budget.

5. Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $182,850, 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 2025-2026 Budget.

6. Approve the expenditure greater than $100,000.00 with Axon Enterprise Inc. for video and surveillance services and licenses for a not-to-exceed amount of $184,381.85. The expenditure is included in the FY 2025-2026 Budget.

7. Approve annual purchases 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 $161,200, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

8. Approve a services agreement renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2026, for a not-to-exceed amount of $125,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

9. 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 $400,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

10. Approve an agreement with Paycom for a Human Resources Information System (software) for an annual subscription amount of $134,969.31 of the total contract amount of $375,731.31 (RFP No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

11. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Spring Creek Historical Museum.

12. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Prevailing Winds Community Band.

13. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Visitor Center.

14. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Tomball Night.

15. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Annual Holiday Parade.

16. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Heritage Festival.

17. Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Christmas Market.

M. New Business

1. Adopt, on First Reading, Ordinance No. 2025-37, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Country Public Improvement District Number 1 (PID 1).

2. Adopt, on First Reading, Ordinance No. 2025-38, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

3. Adopt, on First Reading, Ordinance No. 2025-39, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3).

4. Adopt, on First Reading, Ordinance No. 2025-40, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

5. Adopt, on First Reading, Ordinance No. 2025-41, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

6. Adopt, on First Reading, Ordinance No. 2025-42, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Copper Cove Public Improvement District Number 6 (PID 6).

7. Adopt, on First Reading, Ordinance No. 2025-43, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Grand Junction Public Improvement District Number 7 (PID 7).

8. Adopt, on First Reading, Ordinance No. 2025-44, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Timber Trails Public Improvement District Number 8 (PID 8).

9. Adopt, on First Reading, Ordinance No. 2025-45, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Trails Public Improvement District Number 13 (PID 13).

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

N. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of October 2025 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

_____
Thomas Harris III, TRMC
City Secretary

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Discussion on the Development Policy for Special Financing Districts.

Background:

The City of Tomball's *Development Policy for Special Financing Districts* establishes the framework and procedures governing the creation and administration of Public Improvement Districts (PIDs). The policy provides detailed criteria for evaluating PID applications, emphasizing projects that deliver superior public benefits and align with the City's adopted master plans.

Applicants are required to meet stringent documentation and financial standards, including demonstrating adequate development experience, financial solvency, and clear funding strategy for both PID-supported and privately funded improvements. The policy sets forth a structured, multi-step review process involving petitions, agreements, and City Council approvals. Approval of a PID is not guaranteed and remains subject to Council discretion upon completion of all required conditions.

The policy further outlines limitations on assessment rates, bond terms, and eligible improvements to ensure fiscal responsibility and transparency. Developers are responsible for all administrative costs and must provide comprehensive homeowner disclosures regarding PID assessments. The City retains full authority over PID approval, financing, and bond issuance in accordance with the terms established within the Development Agreement.

This agenda items is presented for discussion and direction regarding the existing policy and potential revisions and clarifications deemed necessary by City Council.

Origination: Project Management

Recommendation:

N/A

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

Administrative Policy No. 18
Development Policy for
Special Financing Districts

October 20, 2025

Background

- A public improvement district (PID) is a public financing tool created under Chapter 372 of Texas Local Government Code.
- Allows a neighborhood or commercial development to fund public improvements.
- Public improvements are funded by an assessment levied against properties within the PID that is paid annually by the property owner.
  - PIDs assessments are set by the annual Service and Assessment Plan, required to be updated annually.

Types of PIDs

- **Cash PID** – Developer is reimbursed for public infrastructure through annual collection of assessments.
  - Developers pay for infrastructure as constructed, no debt issued
  - Property owners pay annually over the term of the PID for the assessment and administrative cost
  - No interest incurred since project is cash funded

- **Debt PID** – Developer is reimbursed through the issuance of non-recourse debt and annual assessments pay the debt service.
  - Local government issues municipal bonds to fund development upfront
  - Property owners pay annually over the term of the PID for the assessment with interest included and administrative cost
  - Property owners pay interest on bond and that is factored into the annual assessment

City of Tomball PID Policy: PID Eligibility

- Generate economic and superior development benefits to the City beyond what normal development would generate
  - Parks, walking trails, amenity centers, pools, landscaping, arts, specialty lighting, signage, etc.
- Exceed development requirements
  - Architectural standards, enhanced landscaping, enhanced amenities, and provide superior design of the lots or buildings.
- Provide for improvements in the public right of way
  - Landscaping, entryways, fountains, specialty lighting, multi-use trails, etc.
- Meet community needs
  - Enhanced drainage improvements, pedestrian connectivity, utility improvements, etc.
- Provide a unique or special development that provides benefits to the Tomball community.

City of Tomball PID Policy: PID Requirements

Cash & Debt PIDs

- Minimum of 50 acres
- Minimum appraised value to lien (LTV) ration of 3:1
- No annual assessment increases once assessments are levied

Debt PID requires the following guidelines be adhered to, in addition to the previous considerations:

- All improvements to be funded with PID bonds must be fully engineered and competitively bid
- All PID bonds subject to City Council approval and agreed upon once Development Agreement is approved

City of Tomball PID Policy: Maximum Term

Cash & Debt PID

- 30 years with $0.48 per $100 assessment cap
- 15 years with $0.96 per $100 assessment cap
  - Most cash PIDs are generally **15-years**
  - Most debt PIDs are generally **30-years**

Current Cash PIDs

- Pine Country
  - 15 years; Equivalent tax rate is $0.50
- Raleigh Creek
  - 15 years; Equivalent tax rate is $0.85
- Reserve at Spring Lake
  - 15 years; Equivalent tax rate is $0.90
- Alexander Estates
  - 15 years; Equivalent tax rate is $0.90
- Yaupon Trails
  - 15 years; Equivalent tax rate is $0.65
- Copper Cove
  - 15 years; Equivalent tax rate is $0.75
- Grand Junction
  - 15 years; Equivalent tax rate is $0.75
- Timber Trails
  - 15 years; Equivalent tax rate is $0.75
- Pine Trails
  - 15 years; Equivalent tax rate is $0.75

Current Debt PIDs

- Raburn Reserve
  - 30 years; Equivalent tax rate is $0.96
- Wood Leaf Reserve
  - 30 years; Equivalent tax rate is $0.90
- Winfrey Estates
  - 30 years; Equivalent tax rate is $0.95
- Seven Oaks
  - 30 years; Equivalent tax rate is $0.72

*PIDs in red were created after the PID policy was created

Discussion

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Discussion and direction on the initiation of a Charter Review Process, including possible charter amendments for a 2026 Election, and the appointment of a Charter Review Commission.

Background:

The City of Tomball's Charter serves as the foundational governing document for its home-rule municipality. A periodic review ensures alignment with current legal standards, operational needs, and community values. The City's last Charter amendment occurred in 2024. Council may see the need to evaluate updates to initiate the Charter Review Process, and whether or not to form a Charter Review Commission to begin working towards presenting potential amendments for a possible Charter Election in 2026.

Origination:

Recommendation:

Council provide directions on whether to initiate a Charter Review Process and the formation of a Charter Review Commission.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only - Approve the annual renewal expenditures with Tyler Technologies, Inc. for recurring Software as a Service (SaaS) subscriptions, support services, and licensing fees associated with the City's enterprise systems including ERP Pro, Computer-Aided Dispatch (CAD), Public Safety Analytics, BRAZOs eCitation, GIS, and Utility Billing Online for Fiscal Year 2025–2026, through a Sourcewell Contract (Contract No. 060624-TTI) for a total not-to-exceed amount of $479,235. Authorize the expenditure of funds and authorize the City Manager to execute any and all documents related to this purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

The City of Tomball utilizes a suite of integrated software solutions from Tyler Technologies to support core municipal functions across Finance**,** Human Resources, Utility Billing**,** Municipal Court**,** and Public Safety**.** These systems operate under an annual Software as a Service (SaaS) agreement that ensures the City's access to Tyler's hosted platforms, data security, system maintenance, and technical support.

For FY 2025–2026, the annual renewals encompass the following key systems and services:

- **ERP Pro (Incode)** - Financial management, HR, payroll, purchasing, municipal court, project accounting, utility billing, fixed assets, cashiering, and related applications supporting City Hall, Utility Billing, Municipal Court, and Finance operations.
  Annual Renewal Total: $129,939

- **Computer-Aided Dispatch (CAD), Mobile, and Analytics Suites** - Includes CAD operations, mobile site licensing, law enforcement interfaces, and data archiving to support Police and Fire dispatch and operational analytics.
  Annual Renewal Total: $239,548

- **BRAZOs eCitation and Municipal Justice Integration** - Supports electronic ticketing, crash reporting, and real-time data integration between court and police systems.
  Annual Renewal Total*:* **$**25,838

- **GIS Data Update Service** - Quarterly data synchronization to maintain up-to-date spatial and addressing data within CAD and GIS systems.
  Annual Renewal Total*:* **$**6,510

- **Utility Billing Online (UB Online)** - Provides the web-based customer portal for online utility payments and account management.
  Annual Renewal Total: $2,400

- **Online Transaction Fees** - Covers per-transaction processing costs for credit/debit card and online utility billing payments and is based on an average rate of $1.25 per transaction. Estimated Total: $60,000

Together, these renewals represent the City's ongoing investment in maintaining secure, reliable, and integrated digital infrastructure across critical public service departments. The Information Technology Department continues to oversee these systems to ensure compliance, operational readiness, and continuity of services for residents and staff.

All renewals fall under existing contract terms outlined in the Tyler Software as a Service Agreements between the City of Tomball and Tyler Technologies. These expenditures were allocated in the FY 2025-2026 budget and are integral to maintaining the City's operational and technological needs across multiple departments.

FY 2026 Estimated Expenditures	
ERP Pro (Incode)	$129,939
CAD	$239,548
eCitation	$25,838
GIS Updates	$6,510
UB Online	$2,400
Transaction Fees	$60,000
Contingency and Training	$15,000
FY 2026 Annual Renewal Expenditures $479,235	

Origination: Information Technology

Recommendation:

Staff recommends approving renewal expenditures with Tyler Technologies, Inc, for an annual amount not-to-exceed $479,235.

Party(ies) responsible for placing this item on agenda: Ben Lato, IT Director

FUNDING (IF APPLICABLE)

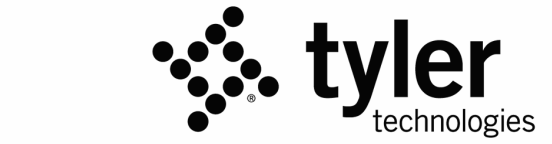
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #100-117-6320 #600-612-6329

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

Signed Ben Lato Approved by

Staff Member Date City Manager Date



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
130	40368	10/02/2025	1 of 2

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44795		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of					
1 09/Jun/2023	Renewal: Task: Tow/Impound Report **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
2 09/Jun/2023	Renewal: Interface:Authentication - Active Directory **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
3 09/Jun/2023	Renewal: CMS - Municipal Justice **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	0.00	0.00
4 09/Jun/2023	Renewal: REF License - iOS **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	15	EA	463.05	6,945.75
5 09/Jun/2023	Renewal: Crash Report Software (w/Drawing Tool) **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	15	EA	300.98	4,514.74
6 09/Jun/2023	Renewal: Task: Criminal Trespass Warning **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
7 09/Jun/2023	Renewal: Task: Driver Exchange Module **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
8 30/Nov/2023	Renewal: Real Time Query - Message Switch - handheld PDA **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	4	EA	231.53	926.10

tyler technologies

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
30/Nov/2023	9	Renewal: Crash Report Software (w/Drawing Tool) **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	4	EA	300.98	1,203.93
30/Nov/2023	10	Renewal: REF License - iOS **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	4	EA	463.05	1,852.20
19/Apr/2024	11	Renewal: Real Time Query - Message Switch - handheld PDA **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	3	EA	220.50	661.50
19/Apr/2024	12	Renewal: Crash Report Software (w/Drawing Tool) - Subscription **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	3	EA	286.65	859.95
19/Apr/2024	13	Renewal: REF License - iOS - Subscription **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	3	EA	449.82	1,349.46

Does not include any applicable taxes **Order Total:** 25,838.19

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

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To: TOMBALL POLICE DEPARTMENT
400 FANNIN STREET
TOMBALL, TX 77375-4618
United States

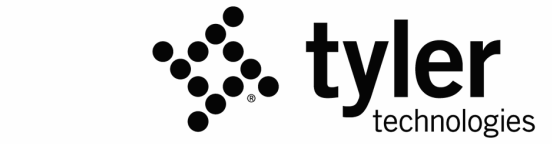
Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.		Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	44795		Net 30	USD	ELEC	

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of						
1		Renewal:	1	EA	6,510.00	6,510.00
01/Oct/2024		GIS Data Update Service (quarterly)				
		Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months				

Does not include any applicable taxes **Order Total:** 6,510.00

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
130	40369	10/02/2025	1 of 2

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44795		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of					
1 29/Nov/2023	Renewal: Computer Auded Dispatch **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	60,847.50	60,847.50
2 29/Nov/2023	Renewal: Law Enforcement Mobile Site License **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	55,748.70	55,748.70
3 29/Nov/2023	Renewal: Mobile SaaS **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	92,977.50	92,977.50
4 29/Nov/2023	Renewal: Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics) **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	65	EA	262.50	17,062.50
5 29/Nov/2023	Renewal: Link Analysis **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	4,200.00	4,200.00
6 29/Nov/2023	Renewal: Data Archive **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	1,575.00	1,575.00
7 29/Nov/2023	Renewal: Mobility Hosting Annual Fee **Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months**	1	EA	3,150.00	3,150.00
8 29/Nov/2023	Renewal: Embedded Third Party Software **Cycle Start: 01/01/2026, End: 12/31/2026; Term: 12 months** :	1	EA	3,241.35	3,241.35

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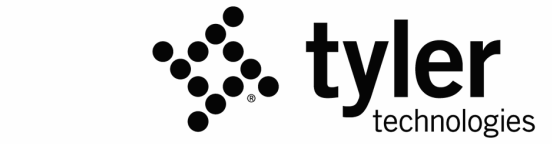
Company	Order No.	Date	Page
130	40369	10/02/2025	2 of 2

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
9	Renewal:	1	EA	745.50	745.50
29/May/2025	Alarm Interface (supports CryWolf) - Subscription				
	Cycle Start: 12/01/2026, End: 11/30/2027; Term: 12 months				

Does not include any applicable taxes **Order Total:** 239,548.05

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



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Company	Order No.	Date	Page
025	217802	10/06/2025	1 of 3

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44795		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of					
1 06/Jan/2023	Renewal: Court to Police Third-Party Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	2,833.87	2,833.87
2 06/Jan/2023	Renewal: Core Financials **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	23,215.02	23,215.02
3 06/Jan/2023	Renewal: Electronic Time Clock Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	772.14	772.14
4 06/Jan/2023	Renewal: Fixed Assets **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	2,273.58	2,273.58
5 06/Jan/2023	Renewal: Inventory Control **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	4,174.40	4,174.40
6 06/Jan/2023	Renewal: Human Resources Management (Includes Position Budgeting) **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	10,944.19	10,944.19
7 06/Jan/2023	Renewal: Project Accounting **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	4,555.26	4,555.26
8 06/Jan/2023	Renewal: Purchasing **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	5,968.71	5,968.71
9	Renewal:	1	EA	3,976.44	3,976.44

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Company	Order No.	Date	Page
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Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
06/Jan/2023		Accounts Receivable **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**				
06/Jan/2023	10	Renewal: Work Orders **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	5,276.46	5,276.46
06/Jan/2023	11	Renewal: Utility Billing Water/Gas **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	16,706.84	16,706.84
06/Jan/2023	12	Renewal: Additional Handheld Meter-Reader Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	1,080.06	1,080.06
06/Jan/2023	13	Renewal: Cashiering **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	5,009.05	5,009.05
06/Jan/2023	14	Renewal: Meter Data Sync with Scheduler **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	4,416.34	4,416.34
06/Jan/2023	15	Renewal: Third-Party Printing Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	4,275.11	4,275.11
06/Jan/2023	16	Renewal: Employee Access Pro **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	0.00	0.00
06/Jan/2023	17	Renewal: Additional Handheld Meter-Reader Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	1,401.89	1,401.89
06/Jan/2023	18	Renewal: Call Center **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	4,583.04	4,583.04
06/Jan/2023	19	Renewal: Building Projects **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	2,752.84	2,752.84

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Company	Order No.	Date	Page
025	217802	10/06/2025	3 of 3

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
06/Jan/2023	20	Renewal: Civil Case Manager **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	3,280.71	3,280.71
06/Jan/2023	21	Renewal: Collection Agency Export Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	1,530.39	1,530.39
06/Jan/2023	22	Renewal: Criminal Case Manager **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	12,137.70	12,137.70
06/Jan/2023	23	Renewal: Citation Issuing Device Third-Party Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	2,760.93	2,760.93
06/Jan/2023	24	Renewal: Content Manager Core **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months** :	1	EA	3,966.03	3,966.03
06/Jan/2023	25	Renewal: Applicant Tracking Interface **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	0.00	0.00
21/Mar/2023	26	Renewal: Cashiering Receipt Import **Cycle Start: 02/01/2026, End: 01/31/2027; Term: 12 months**	1	EA	2,047.84	2,047.84

Does not include any applicable taxes **Order Total:** 129,938.84

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

Docusign Envelope ID: B675DE70-B0FB-45CC-AE4A-09C01A21EA0C

Sourcewell

Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTIES. During the term of a current Maintenance or SaaS Agreement, Supplier makes the following warranties:

a. Tyler Software Warranty – Supplier's software will substantially conform to the functional descriptions of the Supplier software contained in Supplier's Proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Supplier's maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in Supplier's then-current documentation.
b. Tyler Services Warranty – Supplier warrants that it will perform services in a professional, workmanlike manner, consistent with industry standards. In the event Supplier provides services that do not conform to this warranty, Supplier will re-perform the services at no additional cost
c. Third Party Warranties – Unless otherwise indicated, Supplier does not warrant the condition of any third-party products or services resold through Supplier's reseller agreement. Supplier will pass through any third-party warranties it receives for such items and will reasonably cooperate and coordinate for access to warranty service for third-party items Supplier resells.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

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3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities

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to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. The foregoing notwithstanding, Supplier may (i) require execution of a software and services agreement in a form substantially similar to the one included with Supplier's Proposal and/or (ii) require agreement to terms required by third-party product providers.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

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agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Supplier commits any material breach of this Contract or the additional terms agreed to between Supplier and a Participating Entity, subject to the terms of an executed software and services agreement between the Supplier and the Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's

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responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract. Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all

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marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

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Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include

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liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence

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$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Copies of renewal certificates will be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract as close as practicable to the date the applicable policy or policies is/are renewed. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier as respects this Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary for claims under Supplier's commercial general liability policy that are caused, in whole or in part, by Supplier as respects this Contract and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Except to the extent the damage or injury is caused by Sourcewell, Supplier waives subrogation rights against Sourcewell on claims under Supplier's commercial general liability, automobile liability, and workers' compensation and employee liability policies that arise out of or relate to this Contract and are between Supplier and Sourcewell. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

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regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/13/2024 | 4:32 PM CST

Tyler Technologies, Inc.

DocuSigned by:
By: Tina Mize
7A932F08A2384D5...

Tina Mize
Title: Group General Counsel
Date: 11/13/2024 | 4:27 PM CST

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name:	Tyler Technologies
Does your company conduct business under any other name? If yes, please state:	Maine
Address:	1 Tyler Drive Yarmouth, Maine 04096
Contact:	Ehren Morse
Email:	ehren.morse@tylertech.com
Phone:	800-772-2260 4662
Fax:	207-712-6025
HST#:	75-2303920

Submission Details

Created On:	Thursday April 18, 2024 06:47:48
Submitted On:	Thursday June 13, 2024 09:02:59
Submitted By:	Ehren Morse
Email:	ehren.morse@tylertech.com
Transaction #:	d904b570-f6ec-473c-ba06-9a71327912da
Submitter's IP Address:	163.116.144.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Tyler Technologies, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Tyler understands and agrees that it will be solely responsible for the equipment, products and services, including those of its subsidiary entities, provided under a resulting contract. Tyler has included equipment, products and services of the following subsidiary entities in this proposal: NIC Services, LLC, Rapid Financial Solutions, LLC, U.S. e-Direct, LLC and NICUSA, LLC.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	GKHLE5VNFMZ3	*
5	Proposer Physical Address:	5101 Tennyson Pkwy, Plano TX 75024	*
6	Proposer website address (or addresses):	www.tylertech.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tina Mize, Group General Counsel, 7701 College Blvd., Overland Park, KS 66603, tina.mize@tylertech.com, 913-489-5239	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ehren Morse, Sales Operations Manager 1 Tyler Drive, Yarmouth Maine, ehren.morse@tylertech.com, 800-772-2260 ext. 4662	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gia Davis, VP Sales Enablement 1 Tyler Drive, Yarmouth Maine, gia.davis@tylertech.com, 800-772-2260	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Tyler Technologies has paved the way for digital transformation in the public sector with integrated software and technology services. Our end-to-end solutions empower government entities at the local, state, and federal levels to operate efficiently and transparently in their interactions with the public and in their collaboration with each other. By connecting data and processes across disparate systems, we transform how clients turn data into actionable insights and solutions for their communities. Our mission, vision, and values inherently support sustainable operations. Guided by our Connected Communities vision, we support thriving communities with our integrated product solutions to build a digital foundation that enhances data access, engagement, and transparency. Tyler aims to provide the technology needed for seamless information exchange among government entities, schools, and residents across geographic, agency, and departmental boundaries. Through streamlined processes and solutions, we are driven to help overcome data and resource sharing challenges in the public sector, contributing to improved connectivity, efficiency, and agility. At Tyler, we imagine a world where all city, county, and regional government services are connected within a healthy digital infrastructure. By seamlessly connecting data, people, and processes across departments and geographic boundaries, the public sector can tackle society's unprecedented challenges while increasing resident engagement with government. Only Tyler delivers the exclusive public sector focus, depth and breadth of solutions, industry experience, and intentional innovation that will drive the public sector forward. What are our values? Purpose - we are purpose driven. Tyler has built its brand by delivering value for clients, creating a strong workplace culture, ensuring transparency in our operations, and empowering strong, vibrant communities. We take great pride in the Tyler brand and what it stands for. Respect - we respect our resources. Respect for the environment is more than a mindset; it requires real investment and focus. In 2023, we concentrated on strengthening our sustainability initiatives while ensuring operational excellence. Our successes are a testament to the dedication of Tyler team members, who embody our mission and bring our sustainability priorities to life. Community - we are committed to building community. A spirit of community is a common thread that runs through every interaction, inside and outside our organization. For our communities, this means generous giving through the Tyler Foundation, our endowment for charitable giving. It also means continuing our unique relationship with Both Ends Believing, Tyler's nonprofit partner benefiting children in institutional care around the world. For our company, this means support for the wellness and fulfilment of our employees, as well as for a wide range of causes they care about. For our clients and shareholders, this means providing peace of mind by investing in security, compliance, and privacy initiatives that meet or exceed software industry standards. We publish specific guidance on these programs on the Compliance page of our website. Integrity - we refuse to compromise on integrity. Every aspect of our business begins and ends with integrity. In adhering to corporate governance standards, integrity is our guiding principle and our number one requirement for success - with our team members, our clients, our shareholders, and even with our competitors. We consider integrity to be at the heart of our success and uphold it daily through careful listening, thoughtful analysis, and responsible decision making. Company Background Tyler Technologies is the largest and most established provider of integrated software and technology services focused on the public sector. Tyler's end-to-end solutions empower local, state, and federal government entities 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 are transforming how clients gain actionable insights that solve problems in their communities. Tyler empowers government and schools to create safer, smarter, and more vibrant communities through integrated solutions ranging from Appraisal & Tax, Civic Services, Courts & Justice, Data & Insights, ERP, Land & Official Records to Public Safety and K-12 Education and has been exclusively focused on the public sector since 1997. Tyler was founded in 1966, incorporated in Delaware in November 1989 and is a publicly traded corporation on the NYSE (TYL) and is headquartered in Plano, TX, with 28 office locations across the U.S. and Canada. With a client retention rate of 98%, Tyler has more than 4,000 successful installations across 13,000 sites, with clients in all 50 states, Canada, the Caribbean, Australia, and other international locations. Our Products With decades of exclusive public sector experience, Tyler is the market leader providing integrated software and services. Subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products and offer clients a single source for all their information technology needs in several major areas: Public Administration : Appraisal & Tax, Civic Services, ERP, Land & Official Records, Regulatory Outdoor Recreation, Courts & Public Safety : Corrections, Courts & Justice, Public Safety Health and Human Services : Environmental Health & Disability & Benefits K1-12 Education : School ERP, Student Information, Student Transportation Transformative Technology: Data & Insights, Civic Experience, Cybersecurity, Payments, Productivity Tools We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting. Public Sector Focus Tyler's business units have provided software and services to customers for more than fifty years and have long-standing reputations in the local government market for quality products and customer service. Tyler is the largest company in the United States focused solely on providing software solutions to the public sector. While many of our competitors compete in multiple vertical markets, Tyler is singularly focused on the public sector. Tyler recognizes that the public sector is generally stable, risk averse, and craves community accessibility, security, and transparency. That is why local government and school entities seek reliable and efficient software and services from Tyler-a vendor who is professional, reputable, dedicated, and achieves results. Tyler has the experience to understand the unique requirements of the public sector, the necessary resources to invest in its products, and the ability to deliver quality services. Our Experience Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

11	What are your company's expectations in the event of an award?	Tyler is excited to continue our partnerahip with Sourcewell. Tyler is committed to growing contract usage over the contract term and working with Sourcewell on goal setting and approach. As Tyler continues to innovate and empower the public sector, Tyler has continued to increase usage of the contract with Sourcewell across its divisions as well as increase the offerings available to Sourcewell's members. As a leader in the industry, we understand the importance of maximizing the value of a streamlined procurement process. Tyler has built a strong partnership with Sourcewell and seeks to continue to maximize the value of this partnership in the future. Our collaborative marketing efforts have worked effectively to promote awareness of the contract. Our team of dedicated professionals is committed to delivering exceptional service and ensuring the success of our clients.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Tyler consistently maintains a solid balance sheet, strong cash flow and low debt, experiencing consistent revenue growth. In 2023, Tyler achieved total revenues of $1.95 billion representing 7.4% year-over-year organic growth. Tyler is committed to continual research and development. These investments are spread widely across our solutions suites, enhancing our products and services that will match the changing demands of our clients, strengthen our market position, and support future growth. We recorded research and development expense of $109.6 million in 2023, $105.2 million in 2022, and $93.5 million in 2021. Though our increased R&D investment has created a short-term headwind to margin expansion, we believe the long-term results from new and enhanced products will strengthen our ability to compete and succeed. As we move into the future, we will continue to invest strategically as opportunities arise; however, we expect R&D investments to continue to grow over time, expanding in line with revenue growth. In June of 2023 Tyler introduced our Tyler 2030 vision, which supports Tyler's drive to be the most trusted and indispensable partner for the public sector in the digital government era. This vision becomes a reality when we continue to focus on what's most important. Tyler 2030 aligns our organization and drives focus areas including leveraging our large installed base, expanding into new markets, completing our cloud transition, and growing our payments business. We will achieve these goals while building a world-class corporate culture maintained by the best and brightest employees in the industry. Tyler's continued success validates our strategy of a singular focus on serving mission- critical needs of the public sector, backed by a strong balance sheet and strategic investments that bolster our market leadership. This singular focus is executed through a diverse range of products and services. Tyler's commitment to providing essential software and services to support the public sector remains stronger than ever. Please visit tylertech.irpass.com/Annual_Report_Financials to view our current annual report This has also been supplied with our proposal..	*
13	What is your US market share for the solutions that you are proposing?	Tyler is a leading provider of software to local governments in a market with significant modernization potential, representing a total addressable market of $37-50 billion (if including the federal government).	*
14	What is your Canadian market share for the solutions that you are proposing?	Tyler has an established presence in Canada with an increasing footprint and pipeline for new business. Multiple business units have existing clients in Canada and a strategic focus on increasing market share.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Tyler has never petitioned for bankruptcy protection and as described above is very proud of it's financial strength with consisten long term revenue growth.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Tyler is best described as a manufacturer and service provider. A great benefit to Sourcewell members is that Tyler not only develops and supports our software in house, but also has an impressive implementation team that works directly with our clients to ensure a smooth implementation. These internal teams work together seamlessly to ensure that all our products and services offered provide the best solutions to the public sector's evolving needs. Tyler offers a variety of solutions designed specifically for the public sector. From ERP and community development to public safety and school transportation, we provide solutions for all the public sector's needs. For Sourcewell members, that means one partner - one company to work with and solutions that were designed to work seamlessly together.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The scope of services provided by Tyler does not include required licenses or certifications. Our proposal otherwise includes information related to certifications held by some of our personnel.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Tyler is not and has not been suspended or debarred from procurements in its various markets at any time over the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Tyler has earned a reputation as an industry leader based on our products and commitment to our clients. These factors, along with our financial strength and industry partnerships, have earned us numerous accolades. Innovative and Strong • Newsweek's "America's Greatest Workplaces for Diversity" • Government Technology Magazine's "GovTech Top 100" • Dallas Business Journal's "North Texas Fastest-Growing Public Companies" • 2023 Esri Cornerstone Partner • Forbes' "America's Best Large Employers" • Forbes' "America's Best Employers for Diversity" • Forbes' "Best Employers for Women" • Forbes' "Best Midsize Employers" • Forbes' "Most Innovative Growth Companies" • Forbes' "America's Best Small Companies" • Fortune's "100 Fastest-Growing Companies" • Barron's 400 Index ranking, a measure of "Most Promising Companies in America" • Software Magazine's "Software 500" ranking of the world's largest software and service suppliers • Dow Jones Sustainability Index (DJSI) North America Employer of Choice • Mainebiz's "Best Places to Work in Maine" (15+ years) • The Dallas Morning News' "Top Workplaces D-FW" (10 years) • Dayton Daily News' "Top Workplaces in the Dayton Metro Area" • Lubbock Avalanche-Journal's "Best of Lubbock" • Detroit Free Press' "Top Workplaces" • Phoenix Business Journal's "Best Places to Work" • The Atlanta Journal-Constitution's "Top Workplaces" • The Washington Post's "Top Workplaces" • Albany Business Review's "Best Places to Work" • The Washington Post's "Top Workplaces" • The Denver Post's "Best Midsized Companies to Work for in Colorado" • Mississippi Business Journal's "Best Places to Work" • NJBIZ's "Best Places to Work in New Jersey" *
20	What percentage of your sales are to the governmental sector in the past three years	93-95% are focused on the governmental sector. *
21	What percentage of your sales are to the education sector in the past three years	5-7% are focused on the Education sector. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell is our primary contract vehicle Tyler-wide for local government and education. Tyler products are also sold through these cooperatives: TX DIR, NASA SEWP, NASPO,TIPS, CES, MESC, and 1GPA. *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Tyler's federal division leverages GSA IT-70 and our Data & Insights division leverages GSA schedule 70-GS 35F-0119Y. *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Benton County, WA	Debbie Calhoun, Financial Services Manager	509-783-1310	*
City of EL Cajon, CA	Sara Diaz, Director of Information Technology	619-820-8345	*
City of Riverton, UT	Kevin Hicks, Administrative Services Director	801-718-0064	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Disclosed	Government	Texas - TX	Courts	259	63,572,233	*
Not Disclosed	Government	Illinois - IL	Courts	56	38,610,814	*
Not Disclosed	Government	North Carolina - NC	Courts & Public Safety	126	31,320,092	*
Not Disclosed	Government	Maryland - MD	Courts & Data & Insights	43	24,433,415	*
Not Disclosed	Government	Washington - WA	Courts & Data & Insights	76	20,249,916	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	Tyler's organization is broken down into specific business units with focused and tenured sales teams successfully supporting each business unit. Sales departments are strategically structured with ample resources that focus on Tyler's existing clients and staff that focus exclusively on prospective new clients. Tyler is very proud of and benefits from its sales force being healthily tenured. This meaningfully supports the effectiveness of our sales organization, our consultative approach to selling and our clients' satisfaction when conducting business with Tyler. This undoubtedly helps to drive Tyler's client retention rate of 98%. In Tyler's largest division the average tenure of our sales team is 13 years and on average across the organization sales resources have spent 9+ years working at Tyler and many have had careers with applicable experience doing business with the public sector. Additionally, 45% of Tyler's employees have worked in the public sector. Our sales organization consists of nearly 400 resources who help to successfully operate Tyler's sales functions and support our growing customer base with knowledge and focus on each product that is purchased by our customers. Tyler product divisions are divided into five focused solution groups: Courts & Justice, Health & Human Services, K-12 Education, Public Administration and Transformative Technology. Tyler has offices across the United States to accommodate our growing employee & customer base and provide exceptional regional support for our existing clients. Tyler is headquartered in Plano, Texas. We have offices throughout the U.S., two in Canada, and one in the Philippines. With Sourcewell expansion into Canada, Tyler looks to continue to build on this partnership and leverage this contract and Sourcewell's partnerships to expand business in Canada going forward. Tyler has a growing number of clients in Canada. Internal and external sales employees are cognizant of the effectiveness and purchasing vehicles and are specifically trained on the process for utilizing Sourcewell so they can provide information efficiently and effectively to our client and prospective clients. Tyler's clients have utilized the Tyler/Sourcewell contract more than any other means of cooperative purchasing, and Tyler looks to continue to grow the partnership and the volume of business that leverages this procurement method.
27	Dealer network or other distribution methods.	Tyler does not leverage a dealer network. We have proven success selling direct to our customers
28	Service force.	Tyler’s support & implementation service force make up more than 40% of Tyler’s employee base Tyler has decades of project management experience in implementing complex integrated systems. During this time, Tyler’s methodology has been built on best practices and its project management team has accumulated over 100 years of collective project management experience. Tyler’s project management methodology addresses nine management areas: Integration, Scope, Time, Cost, Quality, Human Resources, Communications, Risk, and Change. Successful planning, coordination, and execution of these areas is critical for successful implementations, and this is why they are defined in The Project Management Body of Knowledge (PMBOK) put forth by the Project Management Institute (PMI). Tyler project managers are very familiar with this standard methodology—many of our project managers are certified Project Management Professionals (PMPs). From system setup and configuration to data conversion and complete end-user training, our expert staff ensures your software is delivered and implemented on schedule and within budget. That's more than a goal for Tyler. It's an expectation. Our proven implementation process is based on three important areas: experience, people, and sound methodology. • Experience matters. With thousands of successful implementations for public sector clients of all sizes, we produce outcomes that exceed expectations. • People make the difference. Everyone who touches an implementation project is a Tyler professional who has deep knowledge of the product they are implementing. • Sound methodology. Our certified teams follow the principles of the Project Management Institute (PMI), a recognized leader in the science of project management. When it comes to learning new technology, one size does not fit all. That's why we customize our training services to meet your exact needs. Having the right training not only maximizes your staff's use of Tyler products, but competence also creates confidence. • Data Academy delivers on-site data analytics training and workshops. • Group Training brings clients together for seminars across the nation. • Onsite Training combines classroom-style and hands-on practice. • Online Tyler Community puts answers and insights at your fingertips. • Tyler Connect is our premier annual user training and networking event. • Tyler University provides formalized online training programs Ongoing Professional Product Support True long-term success means being able to leverage that technology investment over the long term. Our software support services are designed to answer questions, resolve issues, and ensure your Tyler products are running at peak performance. • Live U.S.-based telephone support through a toll-free hotline • Online Tyler Community, a user-driven software support community • Web chat and virtual support tools for quick, real-time virtual assistance
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will work closely with their appropriate sales representative to determine necessary products and services. Tyler’s sales representative will create a quote compliant with Tyler’s Sourcewell contract. All quotes are audited by sales managers and logged in Tyler’s CRM system

30	Describe your strategy related to implementation, integration, and use of implementation partners.	At Tyler, we believe your software should be delivered and successfully implemented on schedule and within budget, meeting clearly defined goals. That's more than an objective for us — it's an expectation. Our implementation process is based on three foundations: • Experience — we have completed more than -40,000 installations in more than 13,000 Client sites • In-house expertise — we don't outsource implementation tasks • Leadership — we adhere to Project Management Institute (PMI) methodology Tyler uses PMI's globally recognized scientific approach to project management to plan and manage all implementations. These principles are deployed by Tyler's greatest asset — our deeply experienced, in-house experts. Guided by these principles, we deliver a well-planned implementation that pairs an understanding of your organization's current needs and practices with Tyler's best business processes, role-based business intelligence, and unique user interfaces that increase efficiency and productivity. Leveraging your Tyler software to improve overall operations is an investment, but the ultimate return is tied directly to a successful implementation. Our ordered, closely monitored, and controlled implementation maximizes your return with a standardized process designed for success. Tyler's implementation process demonstrates our long-term commitment to you. We empower you with best practices that allow you to use your products successfully at the time of go-live, while positioning your organization to be prepared to consume the new technology developments that Tyler offers through its philosophy of perpetual releases and upgrades. With decades of experience and with thousands of successful implementations, Tyler ensures an outcome that exceeds expectations. From the first meeting to the final sign-off, Tyler is with you every step of the way. The key to any successful project is communication. With Tyler, each person in your implementation process plays a critical role, and we know getting people involved early, and keeping them engaged, produces greater overall success. That's why the implementation team, consisting of the client's executive sponsor, the client's project manager, and Tyler's project manager, work together to establish a plan to meet your specific needs, challenges, and schedule for the entire project. Tyler's project manager coordinates each implementation with the support and expertise of Tyler's implementation consultants. Clear roles and responsibilities are assigned to key staff on your project team and your assigned Tyler implementation consultants. This ensures the implementation is successful, and all users have the opportunity to sign off on the project's completion. These key project resources work together to help your implementation process progress as planned. We focus much of our attention on project planning because it is central to the success of implementation. In collaboration with your project manager, your Tyler project manager will customize a detailed project plan to meet your specific needs, challenges, and schedule. This ensures not only that the project is manageable to team members, but also that areas of critical importance are addressed as needed. Your project management plan will include a project schedule and plans for scope management, quality management, resource management, risk management, and communication management. At Tyler, planning is much more than just creating a list of tasks to accomplish or a calendar of benchmarks to meet. Together, we'll determine the work that needs to be performed for each module, expectations for each project team member, acceptable and agreed-upon testing and quality assurance benchmarks, schedules for system go-live, and an organized flow for all questions, comments, and concerns. This plan is your guide — for the tasks to be completed, the checklists to follow, and the expectations of the people involved. Once approved, the detailed steps ensure we meet the goals and objectives of the project. Inherent in the plan are control points — critical stops — that verify commitment to and understanding of the project. The purpose of these control points is to make sure all needs have been met, each team member has accomplished assigned tasks, and the agreed-upon project plan followed. To ensure effective communication throughout the entire client organization, the Tyler implementation team hosts an official and informative stakeholder meeting. This meeting brings together all participants — from the core implementation team to all end users and the executive sponsor. Employees have a chance to learn about the implementation process, including why a new software system is being implemented. At this time, expectations are discussed. Using Tyler's change management process, each aspect of the project is addressed — facilitating a smooth and efficient process. Design for the Future: Assess and Define Once your project plan has been created, approved, and is ready for execution — what's next? While some implementation approaches may dictate that data conversion or user training comes next in the implementation process, Tyler's team of experts perform a current and future state analysis of your business environment before a single decision is made on how to configure your new solution. We start by performing a solution orientation of the software, allowing project team members to become familiar with key concepts and processes. This provides a preliminary knowledge transfer of the system. Next, Tyler's consultants take a detailed look at your current business processes and determine your challenges, goals, and objectives to establish an understanding of your available options. We collaborate on decisions that may result in business process changes to best meet your needs and optimize the use of your Tyler applications. This approach is a unique way of helping you update your policies and procedures while creating the overall system design — before moving forward in the implementation process. It ensures we meet your expectations and establish agreed-upon processes upfront. Once the system design is paired with the project plan, the rest of the process moves forward in a structured and efficient manner. Training and data conversion proceed because careful planning and testing reduces apprehension about go-live or post-live.

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer satisfaction is of the utmost importance to Tyler. That's why we've designed our customer support model to ensure that issues that arise are resolved within a timely manner. Tyler provides online and continuing education resources on its support website at www.tylertech.com/client-support. Support Organization Tyler technical support is organized by business process. Our product-specific teams allow support staff to focus on a distinct group of products and services by business process so they can handle calls quickly and accurately. The support product manager is responsible for the day-to-day operations of the team and ensures delivery of exceptional technical support to our clients. The team analysts and leads are responsible for assisting the team with client issues and providing ongoing team training. Technical support specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner. Contacting Us to Make a Support Request The most efficient way to reach us is to log a support request online through Tyler's online support incidents at www.tylertech.com/client-support. You can log a case for support anytime. All data is available in real-time. Your existing contact information defaults when you create a new support case. You provide: Description, Priority, Product suite, group, and module. Best practice is to enter as the product suite and to start with the application module for all issues - the application support team will collaborate with other groups as needed for resolution. The case create-form provides unlimited space for you to describe the question or problem in detail, and you can attach files or screen capture that may be helpful to support. Use the My View screen capture tool to record the issue and attach it to the support case. As you enter your request, potential solutions are offered in the Answer Panel to the right of the case entry form. If you do not find an answer while entering your request, continue with the submit. The case is routed to the team with the experts best matched to your request. Once submitted, you will receive an automated email that includes the case number for reference. A Focus on Client Success Our mission is to deliver superior service by providing a timely response, issue resolution, and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. When you contact technical support, your request is responded to by a technical support specialist who begins working on the request at first contact. Every contact from you is logged into our customer relationship management system. This system tracks the history of each case, including the time of first contact, priority of the issue, description of the request, support recommendations, client feedback, and resolution. A list of cases is available in real time on Tyler's support website. Case Priorities To best assist clients, we triage and monitor cases by priority. The case priority is based on your needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and for you. You are responsible for communicating the priority of the case and must contact support if the priority of an issue changes. Support resources are available 8:00 AM to 5:00 PM across four standard time zones (EST, CST, MST, and PST). Tyler has established escalation paths and severity levels that range from Critical to Non-Critical. Critical priority means an issue is severe and requires immediate resolution. A critical issue is one where there is a complete work stoppage, or a loss of multiple essential system functions for all users. Tyler aims for resolution in 1 day or less. High priority issues are ones where there is a repeated, consistent failure of essential functionality affecting more than one user, or the loss or corruption of data; your system is operational, but an essential piece of functionality is not working. Tyler aims for resolution in 10 days or less. Medium priority issues are non-severe issues that Tyler aims to resolve in 30 days or less. Non-Critical priority issues are a lower priority and you will work with Support as time permits. Tyler aims for resolution in 60 days or less. Critical Issues If you are experiencing a severe work stoppage that requires immediate resolution, you can log a critical case through the portal, or you can call Tyler's toll-free number. If all technicians are on the line assisting other clients, you can press "0" to be redirected to the operator to page the team. Following-up on Open Cases You can monitor the status of an open issue in Tyler's online support incidents. In the portal, you can review support's last action on the case and enter new information to share with support. You can request an update by entering a note on the case in the portal, or by calling support and speaking with the assigned technician. Escalating a Support Case If your situation or issue priority has changed, or if you feel you are not receiving the service you need, please contact the appropriate support product manager to escalate. The manager will follow up on your open issue and determine the necessary action.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Tyler is willing and able to sell our best of breed products across the United States. We provide solutions to support all sizes of entities in the public sector and pride ourselves on providing unparalleled support to each customer with a growing array of support services to ensure that our clients' needs are met expeditiously and resolved quickly. This is appreciated by our clients and supports our client retention rate of 98%. Tyler Technologies' singular focus has been providing software and technology services to the public sector. We engage with multiple levels of technology, from back-office systems of record that feed, access and aggregate data, to process integration with workflows across systems, to the applications that provide better access to government for community residents. We provide end-to-end software and services options designed to accommodate each client's unique situation, whether they're moving from manual processes or already engaged in advanced digital workflow. We deliver solutions in multiple ways. From locally installed, client-hosted systems to secure reliable cloud-based offerings, we facilitate hosting environments that work best for our clients. We envision a dynamic future. Our visions of helping our clients create connected communities - where data, processes, and people work together to make communities safer, smarter, and more responsive - is multilayered, with a long-term roadmap for connecting data between departments and agencies and across jurisdictions and geographical boundaries. We are accountable to multiple stakeholders, including public servants, community residents, our employees, and our shareholders, and we take our responsibilities to each of these groups very seriously. We empower the people who serve the public in multiple ways every day. Tyler's 5,500+ employees work hard every day to support our 44,000+ installations in 13,000 locations. We have public sector clients in all 50 states plus Canada, the Caribbean, Australia, Europe, and other international locations. Moreover, Tyler offers the widest range of solutions for the public sector, including: Appraisal & Tax, Civic Services, Corrections, Courts & Justice, Cybersecurity, Data & Insights, ERP Financial, Health and Human Services, Land & Official Records, Public Safety, Regulatory, School Financial, Student Information & Student Transportation.

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Tyler's Enterprise Permitting & Licensing, MyCivic, Data & Insights, School Transportation, Enterprise Justice, SceneDoc, and Enterprise Assessment & Tax products are all marketed in Canada with dedicated sales resources focusing on this market and continuing to build market share. Specific to Tyler's A&T division , Tyler's experience is both deep and broad in terms of its footprint within Canada. We have been providing property assessment solutions to the Canadian market since 1992, starting with the Province of Nova Scotia. The Province of Newfoundland initially installed the Tyler solution in 1998. Along with these longtime clients, Tyler has implemented its iasWorld CAMA solution for British Columbia Assessment (BCA). BCA is widely regarded as one of the most advanced assessment agencies in the world, assessing nearly two million properties with a total assessed value nearing $1.3 trillion. BCA selected Tyler's iasWorld after a competitive review process to help improve assessment quality, reduce operational and overhead costs, enhance data flow between agencies and improve employee productivity. In addition, Tyler implemented the iasWorld solution in the City of Calgary. The City chose Tyler's iasWorld solution due to our experience in Canada, our appraisal expertise, the overall financial strength of the company, and our singular focus on the public section. Tyler is supporting the City of Calgary's vision of becoming a leading annual market value assessment jurisdiction.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Tyler is intent on marketing its software & service solutions across all states in the US and across Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Tyler provides solutions predominantly to Schools, Cities, Counties, Special Districts, States and Federal Organizations and is intent on marketing its solutions to these organizations across al of Sourcewell's applicable entity sectors.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions on Tyler's ability to conduct business in Hawaii, Alaska, or other US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a proud Sourcewell partner, Tyler Technologies actively embraces and promotes this partnership to our clients and prospects. Tyler's broad portfolio of solutions empowers the public sector to deliver quality and efficient service to their constituency - through software that provides greater transparency and accessibility, sustainable office practices, and secure data that is easy to manage and maintain. Through our Sourcewell partnership, we can deliver on this mission one step further by helping the public sector make critical software procurement decisions while reducing stress and allowing them to find a solution at the most competitive price point. To drive awareness of the Sourcewell agreement, we have strategically integrated the partnership into our corporate marketing strategy in several ways, including the following: • Tyler has developed multiple collateral resources that speak to the advantages of using Sourcewell as a procurement tool. Our Tyler Technologies Sourcewell Flyer lives in our customer-facing resource center on Tylertech.com. We've also created a brochure titled "Making the Right Long-Term Decision: A Six-Step Approach to Purchasing New Technology" which discusses the various ways agencies begin the procurement process, which speaks to utilizing a purchasing agent like Sourcewell to help save significant time, paperwork, administration fees, and legal costs. Our Munis ERP Case Study directly references the benefits of using a Sourcewell contract in the words of Tyler's client the city of Redding, California. All these resources are available on our website Tylertech.com, but are also Google indexed, making them accessible to anyone looking for resources on these subjects or active keywords. • Our Tyler Technologies Sourcewell Flyer is also available in our sales enablement platform which enables our marketing and sales organization to send important decision- making assets to prospects and clients. • Tyler promotes Sourcewell at hundreds of trade shows nationwide every year, including industry-leading events like GFOA, where our Sourcewell banner is placed proudly in our Tyler-branded booth. Because the Sourcewell brand is so highly regarded within the public sector, this helps strengthen the brand identity of both Sourcewell and Tyler in the eyes of public sector decision makers and allows them to feel confident in the value they are receiving in the partnership. • Tyler's annual Connect client user conference draws over 6,000 government officials and decision makers in attendance. Tyler offers Sourcewell access to our Connect conference, a valuable opportunity to interact with and promote to Tyler's client base. In continuing the partnership, Tyler is open and willing to explore further opportunities where the brand missions align, including: • Upon award of contract, Tyler will produce and distribute a press release to all pertinent media outlets, and the news will be amplified via our social media channels. • Once a year, Tyler will create a thought leadership piece on the significance, benefits, and value of cooperative procurement agreements. This piece will be stored in the resource center on Tylertech.com and will be amplified via social media channels. • Tyler will continue to integrate mentions of the Sourcewell partnership into existing collateral and presentations, further promoting the partnership to both clients and prospects during webinars or in product collateral. • Tyler will incorporate Sourcewell branding into our virtual trade show exhibitor booth at various events throughout the year. When we can attend events in-person, we will incorporate the Sourcewell banner into our booth design where applicable.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As part of our corporate marketing strategy, Tyler Technologies is active on social media platforms including Twitter, LinkedIn, Facebook, and Instagram. We strategically use each platform to amplify key corporate messages through mediums like blog posts, press releases, and downloadable assets as links with UTMs. Digital marketing is a priority at Tyler Technologies, and we continue to grow our influencer network to include key partners and influential voices within our industry and verticals. Tyler is consistently featured prominently in industry and mainstream publications that reach decision makers in target markets. Tyler Technologies and Sourcewell, in this partnership, can leverage and amplify each other's industry expertise on social media, in print, and on digital platforms to hit all prospective audiences. With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	With a continued partnership, Tyler will look to Sourcewell to continuously market the value of their program and the applicability of cooperative procurement to their customer base. Sourcewell should continue to elevate their image in the marketplace, attracting valuable prospects for both brands, through opportunities like trade shows and events. Tyler reps propose usage of the Sourcewell contract when clients are intent on purchasing from cooperative vehicles for procurement of their software and services. Usage volume of the Sourcewell contract exceeds that of all other contracts and our clients appreciate the expeditious process and ease of use of the contract.
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Tyler provides e-procurement solutions to its clients. Tyler's eProcurement solutions increase efficiency by streamlining the purchasing process, resulting in shorter processing times. The easy flow of information and the ability to customize processes ensures purchasing requirements and needs are met while improving the organization's purchasing power. Tyler has provided an eprocurement punch-out to vendor-hosted websites in Tyler's Enterprise ERP Purchasing and Requisition applications. This makes Munis eProcurement even more useful. Vendor punch-out allows for online shopping on a vendor's website which can be accessed and launched directly from the ERP Requisition application. When accessed, ERP users can shop the vendor's website, creating a virtual shopping cart of items. For example, a ERP user shops on the Staples.com website and builds a shopping cart of items. Once shopping is complete, the virtual shopping cart of items is instantly transferred to Munis and automatically populates a ERP requisition. Once the virtual shopping cart has been transferred to a ERP requisition, the regular ERP requisition process will be enforced. This includes allocating the requisition line items to GL accounts, checking and enforcing available budgets, following ERP requisition workflow and eventually converting to a purchase order. Once a purchase order has been created, sites have the optional functionality to electronically submit the created purchase order to the vendor. Currently, Tyler's own products currently are not offered via an e-procurement ordering process but Tyler is continually looking for ways to improve processes and methods for purchasing Tyler's products. The purchase of Tyler's software and service solutions is a consultative process which involves working with our customers to determine their needs and determining how best they can utilize Tyler's solutions to optimize business at their organization's operations. Tyler has a long history partnering with Sourcewell to improve procurement timelines to provide best in class software and services to the Public Sector.

Table 8: Value-Added Attributes

Line Item	Question	Response *

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	Tyler offers a comprehensive array of training services and tools to promote optimized usage and best empower those who utilize Tyler software. Tyler uses PMI's globally recognized scientific approach to project manage implementations. Tyler provides hands-on learning in your own labs. Your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your organization's own data. Tyler believes in a train-the-trainer approach to implementation. This approach allows your resources (i.e. power users and functional leads) to be involved in the initial training and software configuration while limiting the amount of time that end users are involved in the project. The power users and functional leads are then involved in training the end user community after all configuration is complete, which helps to increase adoption, solidify knowledge transfer, and lessen resistance to training and process changes. A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. The purpose of the education plan is to: • Communicate the process to stakeholders and functional leaders • Answer specific questions (where classrooms will be established, what database environment will be utilized, etc.) • Establish action items and link project personnel as owners • Define measurement criteria to ensure the plan has been successfully followed Your organization is set up for success with Tyler's train the trainer approach to training and education plan developed over years of industry experience. Additionally, we do offer Tyler-led end user training for circumstances where the train the trainer approach is not feasible. You may contact us at any time for training on future functionality, train new users, or refresh knowledge; However, your team will have access to the tools and services designed to support your internal training leads - TylerU, Tyler Community, client support, state user groups, annual user conference and Tyler Search. More information on these resources is provided below. Tyler has a longstanding track record delivering virtual implementation services. Tyler's standard approach, under normal circumstances, is to conduct roughly 25% of all project days on-site in your facilities. A typical day of training is from 9:00 to 4:30 (or 8:30 to 4:00), allowing for a break for lunch and short breaks in the morning and afternoon as needed. We've found that allowing users time to return to their daily responsibilities before and after classes or sessions allows for more productivity during the session. It also allows the Tyler Implementation staff time to prepare upon arrival and follow-up afterward. The start and stop times for the training will be discussed and agreed upon by Project Management during the planning portion of the project and will be published as standard session times throughout the project. Class size should be limited to twelve (12) users in attendance to the training is critical to gain hands-on experience with the system. Both teams collaborate on all aspects of training, discussed, and documented during the planning stage of the project. The expectation is for Tyler to provide one or more occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your key staff members (i.e. functional leads and power users) so that they can then disseminate the information they learn to others in your organization if or when necessary. Our mission is to deliver superior service by providing a timely response, issue resolution and operational support, resulting in a high-level of client satisfaction. Unlike some companies who outsource their application support to a third party, Tyler offers a complete solution of customer support services provided by our in-house experts. Transparency is important, that's why every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident and each incident is assigned a priority number, which corresponds to your needs and deadlines. Clients can track the progress of these incidents online using Tyler's support portal. Tyler provides online and continuing education resources for our clients, including but not limited to the following resources. • Tyler Search - an online query tool that provides answers for your questions by culling through all Tyler's online resources using Knowledge Centered Service • Tyler Knowledgebase- a documentation library in a single, easily accessible location • Tyler Community - Tyler's online forum available 24/7 • Tyler University- Tyler's e-learning solution to enhance support and training of your employees using your data • Tyler Release Management Console- Shows all release version information, with a summary of each release and associated enhancements, open, closed and non-critical issues • Online Help- context sensitive field help and procedural information to assist your team in completing program tasks • Answer Panel- As you begin entering your case details, Tyler Search presents results in the panel that matches your question. Answers provided are the most relevant to your question, regardless of the source of the information. • MyView- MyView is a screen capture tool to give Support more information to assist clients with a case. The recording is linked to the case and visible in the Online Support Incidents portal. • Online Support Portal- log or manage incidents and attach documentation and screenshots • GoToAssist & Bomgar- remote assistance from Support used to connect to your desktop • Phone- Tyler provides a dedicated 800 number that places no limits on who from your team may contact Support, or the number of calls placed • State User Groups - forums organized by Tyler staff and attended by existing clients to get the latest information on Tyler products • Annual Conference - Tyler Connect features online courses taught by Tyler subject matter experts hosted in a different city each year

42	Describe any technological advances that your proposed products or services offer.	Tyler uses industry leading development tools and principles for our solutions. This provides Tyler clients with a business application infrastructure that enables the rapid and cost-effective creation of highly responsive enterprise-class software that's continually enhanced over time. Tyler's commitment to keeping our solutions up to date with the latest technological advances and providing most of those advances as part of our standard support agreement allows our clients to extend the benefits of their investment over a much longer term than with most software. In fact, most Tyler clients are running a state-of-the-art, public-sector solutions that they purchased 10, 15, or 20+ years ago, which now include features and functions that weren't imaginable when they originally purchased the system. Our clients benefit from a solution that is technologically innovative, and we're committed to keeping it that way. We invest significantly in research and development, and have a team dedicated to ensuring our solutions meet or exceed public sector requirements. Consequently, clients receive a product that continually meets their changing needs. Our research team monitors emerging trends and technologies that may impact or benefit our clients. Tyler solutions work because of the unique combination of Tyler's public sector expertise and because our solutions give clients the flexibility to choose options that best match the skills of their staff today and tomorrow. Our reliable, pioneering, and easy-to-use public sector solutions keep Tyler clients at the forefront. Technology is evolving at a faster pace than ever before, providing opportunities to transform the way the public sector works — from online bill pay and electronic filing to end-to-end case management and data analytics. Transformative technologies modernize and digitize government operations to help you deliver better, faster service to citizens. Tyler's software solutions are enhanced by transformative technologies, the pieces of a digital infrastructure which seamlessly works in the background to level up your ability to connect with citizens, protect your systems, streamline data, and improve operations and workflows – all resulting in saving time and money. We help you break down silos to create improved, connected communities built on transparency, accessibility, and insight with these agency-agnostic technologies, some of which are available for purchase within bundles and/or as standalone solutions and some pre-built into our solutions: Data & Insights Our Data & Insights solutions transform the way local government handles operations, uses resources, and serves and informs constituents with the goal of surfacing meaningful, easy-to-understand data to inform government decisions and citizens. Cybersecurity Rest assured that your information is protected with 24/7 advanced network surveillance. The experience of a dedicated cybersecurity analyst is paired with the latest threat intelligence and data analytics for maximum security. Any incidents are identified within minutes and are immediately followed by remediation steps and support. Civic Experience A comprehensive, single, real-time engaging civic app — connecting citizens to all the services, resources, and information your organization offers — helps you control the content you'd like to share while your citizens control when and how they'd like to interact with their government. Productivity Tools Our customized, electronic document management tools move employees from manual tasks to paperless ones with built-in strategic priority workflows, resulting in real-time, dollar savings while strengthening your data's integrity and accessibility. Platform Technologies Purpose-built for public sector case management, our low-code application development platform is flexible enough to manage everything from background checks to benefits programs to professional licensing — with workflows configured to your exact needs. From status determination through full life-cycle administration, it empowers organizations to efficiently and cost effectively track, share, manage, and analyze data to streamline and improve operations. Payments Our end-to-end payments solutions are purpose-built for governments and their constituents. From point-of-sale cashiering, bill presentment, and payment processing to reporting, reconciliation, and payouts, they empower local, state, and federal agencies to simplify payment operations and improve the payer experience.

43	Please describe your software innovation maturity related to the following technology areas: o Machine learning o Natural language processing o Virtual assistants/chatbots o Predictive analytics o Big data analytics o AI/Generative AI	Now, more than ever, the public sector is under pressure to do more with less. Generative AI (GenAI) is stepping up as the practical tool to meet this challenge head-on, delivering real value in an increasingly demanding environment. At Tyler Technologies, we're combining recent advancements in GenAI with our unparalleled expertise to provide solid, practical solutions that deliver three major benefits: • Improved Productivity: AI simplifies repetitive tasks such as data entry, freeing up your team for work that only humans can do. • Smarter Decision Making: AI swiftly transforms raw data into actionable insights, aiding you in making informed, evidence-based decisions. • Better Service Delivery: AI enhances how residents interact with government services, making them more accessible and user-friendly. By prioritizing practical, solutions-oriented AI applications, we're helping public sector agencies to operate more efficiently, make smarter decisions, and provide services that better meet the needs of the communities they serve. A sample of these solutions include: • Tyler's Cyber Security solutions employ the latest advancements in Generative AI to identify abnormal and potentially malicious patterns. • Tyler's AP Automation uses AI and machine learning (ML) through the invoice capture process by extracting text and structuring data such as tables and forms from documents. • Priority Based Budgeting leverages ML and AI to provide key stakeholders with the data and insights needed to overcome capacity gaps and align budgeting. • ARInspect leverages ML to help improve the efficiency and accuracy of field inspections. • CSI Solutions leverage AI to automate data entry and redaction from court documents, saving courts hundreds of thousands of dollars per year, while also increasing the accuracy of the filings. • Tyler's Data and Insights solutions use machine learning to help leading cities forecast their sales tax receipts. • Tyler's Public Safety solutions uses AI to automatically redact sensitive information from reports before those reports are shared with the public. • Tyler's DSD division is partnering with states across our portfolio to roll out innovative chatbots designed to help connect residents with all the services offered by the state, regardless of where they start on the state website. That division is also leveraging AI to help improve decision making and streamline existing workflows. We're not only delivering this technology with our solutions. We're also using this technology to better serve our clients. A sample of those solutions include: • AI is used within Tyler Community to help Tyler's support team gather information and quickly respond to clients. • Tyler's ticket reporting and resolution platform employs AI to get cases to the right places more efficiently with less effort from Tyler's clients. • Tyler's implementation teams are leveraging AI to reduce the time it takes to migrate data from existing systems, leading to faster implementations. While we recognize the enormous potential for positive impact, we also understand the serious concerns and risks associated with AI. As a leader in developing and delivering practical AI solutions for the public sector, we are committed to taking an intentional and thoughtful approach to AI development and deployment, ensuring that our solutions are built on ethical principles aligned with our core values. This commitment helps to safeguard against common concerns such as data privacy, transparency, and bias, ensuring our technology upholds the public trust and contributes to the greater good. *

44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	With Tyler, information and data can be shared quickly and easily across local government agencies, departments, school districts, cities, and counties. When the flow of information becomes automated, paper usage is reduced, and operations are streamlined as data is shared in real time between offices. This means information can be shared in seconds, not minutes, which allows agencies like law enforcement to solve crimes faster and keep our communities safe. Family of Applications Tyler's best-of-breed applications have a common look, feel, and user experience. Designed to work together, as well an independently, with extended functionality that connects the applications together behind the scenes. A Common Foundation Tyler's applications work together across multiple jurisdictions sharing information and integrating workflow, tasks, and processes, opening the door for local governments and schools to connect to their communities like never before. Shared Data Tyler's cloud-based approach strengthens each agency's ability to communicate, collaborate, and make data- driven decisions quickly by sharing information across multiple departments and jurisdictions. Real-time information is at your fingertips, available when you need it. Connected Applications and Tailored Portals The public accesses data from tailored portals that pull information from multiple agencies allowing easy access to information and providing an easy way for residents to engage with state agencies, local government, and schools. Tyler solutions offer a variety of methods of interfacing with external third-party systems, including file-based import and exports and real-time web service integration through plug-and-play App Connectors, and API Toolkits and Connectors. File-based integration Multiple file-based interfaces are included, and all are integrated as part of the application, designed for end users. Unlike systems that require a database administrator to import or export data with their system, users can easily import or export data through point-and-click user interface. User-defined templates specify the data layout for a specific system, so users can quickly choose the appropriate template at the time of import/export. Templates for commonly used third-party systems are also included out of the box. File-based interfaces can be scheduled for one-time or recurring, automated processing. Imports can be configured with Workflow to send automated notifications or approval requests before the data updates a record. Workflow business rules can be set on a variety of data conditions specific to the imported data. This includes if data causes an account to go over budget, is over a certain dollar amount, or is related to a specific segment of your general ledger. Only after all workflow rules have been approved does the import update production data. Depending on the process, imports can also be rejected at the item or file level; rejected imports can be resubmitted at any time. Productivity Software Support Application data can be downloaded to a variety of formats including PDF, XLS, DOC, XML, and CSV. Any productivity suite capable of opening these file types can be used, such as Microsoft Office and Google Workspace. Data can also be uploaded to the system in these formats through the integrated import applications. Most output include hyperlinks to the corresponding application record for easy access. Most output can also be automatically archived to Content Manager for quick retrieval at any time. Some applications also include mail merge support, allowing users to easily create and maintain form templates for completely customized presentation of application data. Any SMTP/IMAP server can be used to send email notifications, such as Microsoft Exchange and Gmail. 'Plug-and-Play' Application Support Plug-and-play application support provides out-of-the-box integrations for a variety of third-party applications through pre-packaged web services. Tyler develops and maintains these integrations, requiring no development expertise from the client to configure. API Catalog API (Application Programming Interface) Toolkits and API Connectors add value to your organization by enabling you to create your own integrations to share data between Tyler and non-Tyler applications. API Toolkits contain all exposed resources (or endpoints) available in a specific Tyler application module such as Enterprise ERP General Ledger, Accounts Receivable, or Enterprise Asset Management. API Connectors contain a subset or cross-section of API Toolkit resources with the purpose of facilitating a specific type of integration such as third-party cashiering, IVR, or applicant tracking systems. The API Developer Portal is a powerful RESTful API gateway that makes accessing Tyler application data and processes through Toolkits and Connectors easy and intuitive. The Portal conforms to OpenAPI 3.0 and is secured with OAuth 2.0 through Tyler Identity. API resources include example calls and produce properly formatted commands, allowing you to easily exercise them against your data. The API Developer Portal features include: • Simplified, structured API documentation • Industry standard OpenAPI 3.0 interface • Authentication using OAuth 2.0 standard, offering multiple login flows to suit different app implementation scenarios. • Data models and examples for each resource • Produces HTTP URI and CURL commands to exercise resources from within the documentation and return data • Real-time validation • Standard HTTP status codes • Documentation to aid in identifying and understanding normal resources used to complete a given integration.
45	Describe your migration, customization, configuration, and upgrade processes.	Tyler applications are developed as commercial off-the-shelf (COTS) solutions and include various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Tyler maintains and supports all software source modifications with a proven release life cycle. Tyler applications are fully integrated out-of-the-box solution that offers various levels of configuration and customization. All configuration and customization tools are application-based allowing end-users and administrators alike to tailor the system to their specific business needs. In addition, by using application-based tools, all customizations are retained upon system upgrade eliminating timely re-tooling, conversions or re-programming typically required from other systems. Application configuration is maintained with built in toolsets, auxiliary programs, and parameter files for each module. This provides clients with the ability to highly customize the Tyler applications system to their specific operations without the need for custom programming efforts that can cause difficulty applying new releases. All configuration changes are stored in the customer database and not affected by new releases. Tyler maintains and supports all software source modifications to the system with a proven release life cycle. Installation & Upgrades Processes Tyler's industry leading technologies and features are continually enhanced through perpetual upgrades as part of our Evergreen Philosophy. Clients are provided with the flexibility to choose what and when application updates are applied as defined by Tyler's Release Life Cycle Policy. Application release upgrades are installed by Tyler's Systems Management support services at the request of the client. Most Tyler applications also include incremental software corrections between release upgrades. These updates are automatically deployed to non-production environments before automatically deployed to production. Release upgrades and update packages are cumulative, allowing to upgrade directly to latest release regardless of the version upgraded from. Applications upgrades are performed during off hours but are typically unavailable to end-users during upgrade process. This duration varies on several factors including update type, number of updates, and application database size. Tyler provides a dedicated Test environment for most application deployments. This environment is solely intended to install new updates for clients to familiarize themselves with new features and enhancements prior to installing to the Production environment.

46	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Tyler is committed to conserving natural resources through implementing environmental initiatives and facilitating sustainable behavior. Our operational focus areas include energy efficiency, renewable energy procurement, water conservation, and waste minimization. We work to continually improve our awareness of our impacts, even as we grow. Our Environmental Task Force, comprised of multiple facility managers representing our divisional headquarters, organizes its work across three foundational pillars addressing our operational focus areas: • Energy-Optimized Operations - Ensuring energy efficient buildings and business operations through lighting, HVAC, insulation, power management, and renewable energy initiatives • Resource Efficiency - Saving and recycling resources including water, single-use waste, paper, and sustainable procurement initiatives • Green Planet Initiatives - Promoting environmental awareness through training, signage, office green team engagement, behavioral challenge programs, and biodiversity-related initiatives. Each year, Tyler Technologies measures our GHG emissions and energy consumption. We actively seek ways to reduce our carbon footprint, improve energy efficiency, and transition toward renewable energy resources where available. Tyler’s greenhouse gas inventory is conducted in accordance with the World Resources Institute’s (WRI) and World Business Council for Sustainable Development’s (WBCSD’s) GHG Protocol, including the GHG Protocol Corporate Accounting and Reporting Standard (Revised Edition), the Scope 2 Guidance and the Corporate Value Chain (Scope 3) Accounting and Reporting Standard. Tyler Technologies is also invested in the management and reporting of e-waste, which is material to our industry and impacts the environment and our operations. The scope of the 2023 e-waste metrics has been expanded to account for an acquisition that was completed in 2021, leading to significant changes to e-waste numbers compared to previous years. Tyler partners with Iron Mountain and other vendors to responsibly recycle e-waste and effectively divert it from landfills. In 2023, Tyler added 31 offices to the Iron Mountain program to consolidate waste management and reporting, including tracking over 62% of e-waste generated from our operations. Iron Mountain employs the U.S. Environmental Protection Agency’s (EPA’s) Waste Reduction Model (WARM) to estimate associated energy savings and carbon emissions avoidance. In 2023, this program enabled Tyler to recycle 66% of our equipment and remarket the remaining 34%. Mixed electronics, desktop computers, and portable electronic devices were our largest contributors by weight. Through the program, we avoided over 26 metric tons of GHG emissions in 2023, equivalent to preventing over 2,900 gallons of gasoline from being burned. In particular, our Yarmouth and Falmouth, Maine, offices recycled a total of 10,548 pounds of e-waste, saving more than 22,000 kilowatt-hours of electricity. Tyler is committed to conserving natural resources and addressing environmental concerns. Through education and best practices, Tyler works to promote environmental sustainability through green planet initiatives, energy- optimized operations, and resource efficiency. Green Planet Initiatives • Tyler’s Environmental Task Force and office Green Teams educate, empower, and promote environmental sustainability. • Onsite electric charging stations and shuttle services between offices reduce Scope 3 GHG emissions. • Remote software implementation provides paperless solutions for clients, reduces carbon footprint by 22,000 metric tons of carbon, and eliminates unnecessary business travel. • Annual greenhouse inventories assess Scope 1 and 2 (direct) GHG emissions and analyze Scope 3 (indirect) emissions. Energy-Optimized Operations • Energy consumption per employee is reduced by replacing incandescent lights with LED lights, adding window film to reduce heat gain, and installing light motion sensors. • Five out of seven of Tyler’s main facilities are on renewable energy plans and enable local providers to procure renewable energy credits. • Commercial solar power generation and storage project at Tyler’s Plano office generates cleaner energy and more than 450,000 kWH of energy per year. Resource Efficiency • Rainwater harvesting, rain sensors, and high efficiency plumbing reduces water consumption. • Eliminating non-recyclable products and implementing recycling programs reduces office waste. • Purchase decisions evaluate and incorporate Energy Star rating and conversation value guidance.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our dedication to public sector and technology industry experts helps us provide the best products and services possible to help governments solve problems and strengthen communities. We’re committed to world-class service by investing resources in transformative partnerships. Tyler has Technology Partners and a Tyler Platform Alliance program. Tyler’s technology collaborations provide products and services that complement each other. Our cooperative agreements allow us to focus on what we do best while providing our clients with the strongest solutions for asset management, business intelligence, custom forms and statements, GIS mapping, online payments, online purchasing, and more. Our active memberships in digital security organizations reinforce our commitment to providing Tyler staff and clients the highest level of data security. Tyler’s technology partners include – AWS, Cloud Security Alliance, ESRI, International Association of Privacy Professionals (IAPP) Infinite Campus, Microsoft Tyler’s Platform Alliance is a partner program for organizations to develop, market, sell and implement solutions based on Tyler Technologies platform products – Application Platform & Data & Insights.
49	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Tyler partners with businesses in this category to supplement offerings and services targeted at the public sector. Tyler would not be applicable for these certifications.

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We imagine that many of the solution providers evaluated by Sourcewell will have overlapping product and service offerings, but how many can say that they are solely focused on the public sector? Just one. Tyler - It's all we do. Our expertise in this area allows us to provide quality products and customer service that are in line with most needs in public sector software. Not to mention, many of our employees came directly from public sector roles - meaning our products are designed and supported by the people who know what the public sector needs. Solution areas: Public Administration: - Appraisal & Tax - Civic Services - ERP - Land & Official Records - Regulatory - Outdoor Recreation Courts & Public Safety - Corrections - Courts & Justice - Public Safety Health & Human Services - Environmental Health - Disability & Benefits K-12 Education - School ERP - Student Information - Student Transportation Transformative Technologies - Data & Insights - Civic Experience - Cybersecurity - Payments - Platform Technologies - Productivity Tools When you purchase software solutions from Tyler, you aren't just getting the latest software as of the date you sign your contract. You are also getting the benefit of perpetual upgrades as they happen. We deliver this without additional license fees. Both on-premises and SaaS clients receive new releases and upgrades for the life of their maintenance or subscription agreements. Our products are continually enhanced through a process of perpetual upgrades. This steady stream of significant yet manageable changes is deployed with minimal disruption to your operations. Our evergreen philosophy is a commitment to our clients. • Your investment in our products is long term. • Your product will continue to evolve and remain a market leader. • We are continuously enhancing our products with underlying technology. • We are constantly adding new features, adding value and increasing efficiency in the public sector workplace. • One of our core values is community, that's why we've created many spaces, digitally and in- person, to better connect our client base with each other. Resources like our online Tyler Community platform, annual Tyler Connect user conference, and product specific state user groups meetings allow clients and staff to gather, learn, and collaborate on a variety of topics and initiatives. Each year thousands of clients come to learn about Tyler, our products, and to connect with peers and staff. This premier event helps clients get the maximum use of their Tyler software. You learn more about existing or proposed functionality through dozens of classes over several days. Development product managers attend the event to share their plans for the next upgrade and to solicit feedback from clients. Our clients' input from past conferences continues to significantly impact the direction of software enhancements and changes. Client attendance each year ensures that appropriate needs are reflected in product development strategies. Connect is held in different locations every year to accommodate our geographically diverse client base and to provide fresh and exciting activities for our clients outside of the classes and labs. Tyler is proud of the tenure of our employees. Many employees have come directly from the public sector or have worked in roles at Tyler like implementation and support that provides them with firsthand experience and knowledge of what the public sector needs. This experience paired with the extensive hands on training provided makes our in-house experts excellent resources for our clients to rely on during implementation and beyond.

51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	Tyler Technologies provides various software solutions tailored for the public sector, which can significantly enhance citizen engagement and feedback in governmental processes. Here's how some of their products facilitate this: Online Portals: Tyler's software often provides robust online portals where citizens can access information, submit requests, and provide feedback on various government services, view bills and make payments. These portals streamline communication between citizens and government agencies, making it easier for citizens to engage with their local government. Online Payment Systems: Tyler provides online payment solutions that allow citizens to conveniently pay bills, fees, and taxes online, increasing engagement and participation in government services. Mobile Applications: Many of Tyler's solutions offer mobile applications, allowing citizens to engage with government services on-the-go. These apps often include features like reporting issues (e.g., potholes, graffiti) directly from a smartphone, providing feedback on public projects, or accessing important information about local events and services. Data & Insights: This data-driven digital transformation accelerates innovation, data sharing, and transparency. It helps in engaging citizens with interactive visualizations, dashboards and reports. Enterprise Permitting & Licensing: This platform allows citizens to apply for permits, plan reviews, licenses, and more, online at their convenience. MyCivic 311 Mobile App: This application provides citizens with a platform to report non-emergency issues, communicate directly with city and county staff, get updates on reported issues, and be informed of local government news and events. Municipal Justice: This software enables citizens to pay court obligations from anywhere, reducing foot traffic and wait times at the court. ERP Financials & Utility Billing: These applications allows citizens to easily pay utility bills online, improving customer service and efficiency. Online Dispute Resolution: An online dispute resolution tool that allows citizens to resolve disputes from anywhere at any time, without having to go to court. These are just few of the many tools and applications Tyler Technologies markets to increase and facilitate citizen engagement. Each application is designed to streamline processes, increase transparency, and make it easier for citizens to interact with their local government.
52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Tyler is focused on digital transformation initiatives among its client base and well suited to help guide modernization strategies and the adoption of updated technology that will help our clients better serve the public. Tyler, the leader in public sector software, together with Amazon Web Services (AWS), the most flexible and secure cloud computing environment available today, sets the standard of public sector software in the cloud. Cloud technology solutions enable all levels of government to be more connected, secure, flexible, scalable, and efficient. Tyler supports our clients' cloud journeys. In the cloud, governments become equipped to deliver future technologies that will strengthen Tyler's Connected Communities vision. • Tyler's managed applications reduce the burden on client IT staff • Costs are predictable for the term of the subscription • Expenditures are lower overall compared to on-premises deployments • Increased remote access capabilities enable secure and flexible work arrangements from any internet connection, anywhere, anytime • Solutions run on AWS, built to guard against outages and incidents • Connectivity to applications is secured through market-leading authentication platforms • Client data is backed up and retained using federally compliant standards • Tyler's employees, skilled in the latest cloud technologies, provide 24/7 monitoring for infrastructure, performance, and security With Tyler's cloud solutions, our clients are able to accomplish greater goals with increased system availability, improved response times and data reliability without the maintenance. More than 11,500 Tyler clients leverage our cloud-based solutions and more than 6.4 million users rely on Tyler's e-service solutions to make payments, file court documents, submit permits, and interact with government. Tyler's collaboration with AWS helps to deliver better experiences for residents and further enables the public sector to use data as a strategic asset in the design, management, and delivery of programs. Adoption of key AWS services lays the groundwork for future cloud services in response to government and public sector needs. Tyler and AWS deliver efficient applications for governments and provide the benefits of the world's most broadly adopted public cloud to Tyler clients. Mobile Options: Tyler provides applications across multiple platforms, including mobile and touch screen tablets, offering end-users with on-the-go access from virtually anywhere. Responsive web applications automatically orient screen layout for optimal user experience, whether accessed from a desktop monitor or smartphone. Native mobile apps leverage device resources such as GPS or camera; and integrated store-and-forward functionality allow the use of apps without a data connection, and automatically syncs when back online. Many of the back-office browser applications are also accessible from mobile devices, and some are even optimized for touch providing near identical functionality regardless of the platform or device used.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Do your warranties cover all products, parts, and labor?	Tyler warrants its software and services as indicated in the software and services agreements included with our proposal. With few exceptions, Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities.	*
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our software warranty requires clients have an active Maintenance or SaaS agreement.	*
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Tyler software warranty support is provided remotely If we need to travel to a client site for warranty support, it will be at no charge to the client unless the onsite trip is caused by the client's failures to perform under the agreement. Warranty coverage for third party products and services is subject to the suppliers' terms.	*
56	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide warranty service for our software and services throughout the United States and Canada. As noted above, warranty coverage for third party products and services is subject to the suppliers' terms	*
57	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	With very few exceptions, we do not offer warranties for third party software, hardware, or services.	*
58	What are your proposed exchange and return programs and policies?	Tyler Software: So long as the client has an active software maintenance or SaaS agreement, Tyler will cure Defects in its software, as defined in the applicable agreement, in accord with the applicable support call process. Tyler Services: In the event Tyler provides services not in accordance with appliable industry standards, Tyler will reperform those services at no additional cost to the client. 3rd Party Products: Warranty and exchange policies are determined by the applicable supplier and/or manufacturer. Tyler will reasonably coordinate support and warranty claims for 3rd party products resold by Tyler.	*
59	Describe any service contract options for the items included in your proposal.	Tyler does not warrant hardware or other 3rd party products but passes through those warranties to Participating Entities. Extended warranties can possibly be leveraged through those 3rd Party providers.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
60	Describe any performance standards or guarantees that apply to your services	At Tyler Technologies, our goal is to have enthusiastic customers for life. And we're constantly making investments in our technology, business operations and customer service to ensure that we're providing an outstanding customer experience that's second to none. Tyler offers a complete solution of customer support services provided by our in-house experts. To best assist clients, we triage and monitor support cases by priority. The case priority is based on the customer's needs and deadlines. Priority identifies the impact of the issue and sets expectations for support and the customer. Tyler adheres to an established SLA and support call process with resolution targets aligned with incident priority. In terms of software performance and benchmark testing: Tyler has a dedicated Performance Testing department and lab. Automated testing is performed across three primary testing areas: performance, load, and stress testing. • Performance Testing validates speed, scalability, and/or stability of the system. This allows Tyler to determine current capacity of the software and ensure most performance issues are resolved prior to software releases and updates. Performance testing also aids in determining precise hardware requirements and configurations. • Load Testing validates the system's performance under normal or peak workload (e.g., number of transactions, concurrent user sessions). Testing modules are created to include common tasks that may be run daily by clients to simulate a typical workload. All workloads are run simultaneously to simulate client usage. • Stress Testing validates the system's performance/behavior when pushed beyond normal/peak workloads. In addition, hardware failures simulations are included in these tests to evaluate bottlenecks and identify potential causes of the failure. Tyler utilizes a variety of client footprints to represent various configurations that make up our client base. These configurations range from consolidated environments running 1-2 modules to distributed systems running the entire application suite. There are no performance limitations of Tyler solutions and reasonable response times should be expected. Due to variety of factors that can affect the response time of the system, response times or performance levels for all functions cannot be strictly guaranteed. Tyler development and cloud operation departments make consistent efforts to monitor and improve system responsiveness based on user feedback, and work to guarantee benchmark performance at optimal levels for a wide range of municipalities and usage patterns large and small. Tyler's experienced professional services team can provide tailored recommendations specific to client business processes to optimize performance and user experience. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for Tyler cloud solutions. If a client is unable to access Tyler applications for any reason, opening a support ticket is all that is required to report, and track downtime counted against Tyler's SLA. For more details, refer to the included sample Service Level Agreement.	*
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Tyler's support services are documented in our current Support Call Process (Schedule 1 to Exhibit C of Tyler's LSA and SaaS agreements). Tyler's Service Level Agreement (Exhibit C to Tyler's SaaS agreement) outlines the information technology service levels that we provide to our clients to ensure the availability of the application services requested.	*

62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Tyler applications use a combination of database constraints and robust application-level business logic to ensure data integrity. Due to the integrated nature of Tyler applications, single “master records” are shared across multiple products. This ensures one data record is maintained across multiple applications, eliminating the need to “sync” or manually entering duplicate data in multiple areas. Most data entry involved choosing records from pre-defined tables maintained by application administrators rather than entering data free form. Finally, Tyler applications follow best practice database rules for transaction rollbacks. Any in-flight transactions that are interrupted between a begin work and commit work, will roll back to the previous commit. Tyler solutions run on AWS state of the art data centers using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. AWS builds to guard against outages and incidents, and accounts for them in the design of their services; so, when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible. AWS data centers operate in alignment with Tier III+ guidelines. More information regarding Uptime Institute guidelines employed can be found at: https://aws.amazon.com/compliance/uptimeinstitute/. As part of Tyler’s defined business continuity plan, full server snapshots are replicated across multiple Availability Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity, and housed in separate facilities. They are connected to each other with fast, private fiber-optic networking, providing automatic fail-over for minimal disruption. Tyler employs a FIPS-compliant enterprise backup solution certified for CJIS and GovCloud use. Data transfer and storage is encrypted as defined in FIPS140-2 and FIPS140-3 standards over private connections within the AWS network. Backup of client production data occurs nightly and are retained as defined by application-specific retention policies. Data restoration requests must be submitted through the standard support ticketing process by client approved personnel only. Tyler Technologies warrants its service to its standard service level agreement (SLA). The SLA defines service availability (% of uptime), and recovery point objective (RPO) and recovery time objective (RTO) for data centers used for Tyler SaaS hosting. Tyler’s business continuity plan is tested annually, and backup restore tests are performed weekly. Further information regarding Tyler’s business continuity plan can be found in Tyler’s most recent Type 2 Service Organization Controls No. 2 (SOC 2) report. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. Applications and data run across multiple Availability Zones for redundancy and business continuity. US client data is stored/backed up in multiple AWS US Regions. Canadian client data is typically stored in an AWS Canada Region. Tyler’s robust data security and privacy protocols are utilized to maintain a safe and secure environment for Tyler’s SaaS Services. To that end, Tyler agrees to comply with all federal and state laws and regulations on security and privacy that are applicable to the services Tyler is required to provide pursuant to an agreement resulting from this procurement. Tyler has defined security control processes in place audited at least yearly in accordance with the AICPA’s Statement on Standards for Attestation Engagements (“SSAE”) No. 18. In addition, Tyler has attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent. More information on Tyler Industry & Regulatory Compliance, including how to obtain a copy of Tyler’s SOC Report, can be found at: https://www.tylertech.com/about-us/compliance. Tyler’s dedicated application security team is dedicated to continuously reviewing and enhancing the security posture of Tyler’s products. Tyler uses enterprise level dynamic and static security scanning tools as part of our software development lifecycle. In addition, Tyler’s application security team executes manual assessments on Tyler products using a testing methodology based upon the OWASP Testing Framework. Additional industry standard security measures include in-transit and at rest data encryption, role-based access control based on NIST standards, and industry standard organizational and physical security controls. Tyler cloud solutions run on Amazon Web Services (AWS), the global leader in public cloud. The AWS Security Center provides up-to-date information on AWS audits by independent third-party auditors. These controls have met the needs of more than 8800 public sector organizations and 5.1 million users using Tyler cloud solutions. Any system security requirements must be mutually agreed to by Tyler and the Client.	*
63	What are your policies and governance features regarding large language models and generative AI?	Tyler is committed to the responsible use of AI and delivering solutions built on ethical principles aligned with our core values: Open, inspectable, and transparent. 1. Accountability: We hold ourselves accountable for the ethical development, deployment, and usage of AI technologies, ensuring that all decisions and actions related to AI are transparent, traceable, and subject to review. 2. Integrity: We conduct all AI-related activities with integrity and honesty, and are transparent about how AI technologies are developed, deployed, and used, providing clear explanations of AI-driven decisions and ensuring that stakeholders have access to information about the ethical considerations and impacts of AI. 3. Focus: We maintain a focus on the ethical implications and societal impacts of AI technologies, prioritizing the well-being and interests of individuals and communities in all AIrelated decision-making processes. 4. Inclusion: We promote diversity and inclusion in the development and usage of AI technologies by prioritizing fairness and equity in the design and implementation of AI systems, taking measures to mitigate biases, and ensuring AI systems are designed to serve the needs of all individuals, regardless of their backgrounds, identities, or characteristics. 5. Community: We contribute to the broader community by fostering collaboration and knowledge sharing, and by respecting user privacy and protect personal data in all AI-related activities, adhering to strict data protection standards and regulations to safeguard the confidentiality and security of individuals' information. 6. Growth: We embrace opportunities for growth and learning in AI ethics and best practices, investing in the professional development of our employees and promoting continuous improvement in our approach to ethical AI usage.	*
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Tyler applications intended for external users to our clients such as applicants, employees, retirees, residents, and vendors are designed using standards to support ADA accessibility requirements. Front-end UX components adhere to Web Content Accessibility Guidelines (WCAG) 2 A-AA compliance. Quality Assurance teams leverage several tools to validate compliance during development and testing including screen readers. Tyler continues to monitor Section 508, ADA, & WCAG compliance as a focal point of development activities.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
65	Describe your payment terms and accepted payment methods.	45 days following invoice date. Tyler accepts payment through ACH/EFT as well as credit cards and checks.	*
66	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer leasing or financing options directly, Tyler has occasionally coordinated client requests in order to obtain funding for their procurements. Additionally, Tyler will reasonably cooperate with clients who have exigent financial restraints in order to structure payment terms that allocate the total cost of ownership over the term of the agreement.	*
67	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Tyler expects to use the standard Tyler contract applicable to each individual procurement in substantially the same form as those submitted with our proposal as they contain language specific to the software industry, such as license grant and intellectual property infringement. Tyler has included our standard License and Services Agreement ("LSA"), SaaS Agreement, Payment Processing Agreements, Commercial Terms, Data & Insights Terms, Disbursements Agreement, Recreation Management SaaS Agreement, and Platform Solutions Division Terms for reference. Exhibit C of Tyler's LSA includes our standard Maintenance and Support Agreement. Exhibit C of Tyler's SaaS agreement includes our Service Level Agreement. Exhibit D of Tyler's standard LSA and SaaS agreements include the various End User License Agreements that are applicable for the use of certain Tyler Software.	*
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Tyler accepts Visa/Mastercard. Changes can be five thousand dollars or less.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
69	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Tyler provides a broad range of best in class software solutions developed exclusively for the public sector. Additionally, Tyler offers comprehensive service offerings to the support the successful implementation of our products and continued optimization of our solutions at client sites so that they truly benefit and empower the users, their organization and their constituencies. The majority of Tyler's clients choose to host their solutions in the cloud. Tyler's subscription based pricing lowers the cost of entry by eliminating large up-front fees and spreading costs over time. Tyler provides comprehensive enterprise software that is configured specifically for each client's unique needs. The individual line items and MSRP prices are derived from a series of proprietary calculations. All pricing proposals offered to Sourcewell members will clearly show the MSRP and the applicable Sourcewell discount. This discount is limited to Tyler Software Licenses and Tyler Software License Subscriptions (SaaS) portions of the proposal and do not apply to services, annual maintenance, custom programming, third party products and services and other components of the client's proposal that are not listed as Tyler Software Licenses or Tyler Software Subscription. Tyler has provided detailed pricing schedules and the overall discount structure for the applications included in this response. Determining the needs of our customers and the software that will be suit their organization to optimize processes is a consultative process and pricing formulation is multi-factored and involves both software and service offerings. Tyler strives to work closely with all its prospects and clients to best understand their needs and propose services and solutions to appropriately serve their needs. Tyler's quotes to our customers will clearly present the actual list price and proposed discounts that have been expressed in Tyler's proposal.	*
70	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tyler will discount then-current pricing by 10% for software licenses and SaaS fees for the initial term. Tyler's Data & Insights SaaS product offering fees will be discounted by 5% for the initial term. Cybersecurity services will also be discounted by 5%. Tyler's application platform solution This discount does not extend to transactional-priced applications, services pricing, (implementation-focused training, project management, product development services, service subscriptions), software maintenance, renewals, or hardware.	*
71	Describe any quantity or volume discounts or rebate programs that you offer.	Much of Tyler's pricing is based on a volume discount pricing construct. With an increase in the purchase amounts of licenses or users in our subscription-based pricing, the cost per license/user decreases. Clients may also choose to purchase a site license for many of our subscription arrangements which allows innumerable amounts of users access to Tyler's solution and is an appropriate and cost-savings approach for many of Tyler's clients.	*
72	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable to the products and services offered by Tyler.	*
73	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Elements associated with the cost of acquisition will be detailed on the quote and further supported by commentary on the quote and within the contract.	*
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery or shipping are additional costs and not covered by the Sourcewell agreement. All associated costs will be detailed in the clients proposal	*
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will montior revnenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.	*

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	(•) Yes ( ) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	(•) Yes ( ) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	(•) Yes ( ) No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions	*
87	Financial Performance, Spend, or Expense Management Software	(•) Yes ( ) No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	(•) Yes ( ) No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utilitiy Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.	*
89	Procure-to-Pay and Contract Management Systems	(•) Yes ( ) No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	◉ Yes ○ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	◉ Yes ○ No	Tyler offers robust records mangement and content management offerings.	*
94	Enrollment Management Systems	◉ Yes ○ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	◉ Yes ○ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	◉ Yes ○ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	◉ Yes ○ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	○ Yes ◉ No	.	*
99	Environmental, Health, and Safety (EHS) management	◉ Yes ○ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence. Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	◉ Yes ○ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	◉ Yes ○ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education	*

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories. *
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services. *

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

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;

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 Service 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 the City of Tomball, Texas.
- **"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.
- **"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. 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.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"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 date by which both your and our authorized representatives have signed the Agreement.
- **"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 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.
- **"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 Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, 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.
- **"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 for the number of Defined Users only. 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). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

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 number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or 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.

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. 18. We have attained, and 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 3rd 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 Our Tyler data centers 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 data center failure, 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 data center failure. RTO represents the maximum duration of time following data center failure 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. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. 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. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

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 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler 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.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. 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. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

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 our understanding of the specifications you supplied. 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. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

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 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.

7. 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.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. 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. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

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 support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). 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 free 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. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

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) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

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 equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. 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. 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 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 PCI-DSS requirements or 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.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our 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 personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your 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 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. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

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. 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;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (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; 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. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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

SIGNATURE PAGE FOLLOWS

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.

By: _____

Name: Rob Kennedy-Jensen

Title: Group General Counsel

Date: January 6, 2023

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Tomball, TX

By: _____

Name: David Esquivel

Title: City Manager

Date: 01/06/23

Address for Notices:
City of Tomball
401 Market Street; Suite C
Tomball, TX 77375
Attention: Doug Tippey

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, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: DK Robertson
Quote Expiration: 07/03/23
Quote Name: SaaS Flip

Sales Quotation For:
City of Tomball
401 Market St Ste C
Tomball TX 77375-4697
Doug Tippey
+1 (281) 290-1407
dtippey@tomballtx.gov

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	$ 20,054
Applicant Tracking Interface	$ 0
Electronic Time Clock Interface	$ 667
Fixed Assets	$ 1,964
Inventory Control	$ 3,606
Human Resources Management (Includes Position Budgeting)	$ 9,454
Employee Access Pro	$ 0

Project Accounting	$ 3,935
Purchasing	$ 5,156
Accounts Receivable	$ 3,435
ERP Pro 9 Financial Management Suite	
Work Orders	$ 4,558
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	$ 14,432
Additional Handheld Meter-Reader Interface	$ 933
Cashiering	$ 4,327
Meter Data Sync with Scheduler	$ 3,815
Third-Party Printing Interface	$ 3,693
ERP Pro 9 Customer Relationship Management Suite	
Additional Handheld Meter-Reader Interface	$ 1,211
Call Center	$ 3,959
Building Projects	$ 2,378
Municipal Justice 9 Suite	
Civil Case Manager	$ 2,834
Municipal Justice powered by Incode	
Municipal Justice 9 Suite	
Collection Agency Export Interface	$ 1,322
Criminal Case Manager	$ 10,485
Citation Issuing Device Third-Party Interface	$ 2,385
Court to Police Third-Party Interface	$ 2,448
Tyler One	
Content Manager Suite	
Core	$ 3,426

TOTAL:	**$ 110,477**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 110,477
Total Tyler Services		
Summary Total	**$ 0**	**$ 110,477**
Contract Total	**$ 110,477**	

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• Fees for hardware are invoiced upon delivery.
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Fees for services included in this sales quotation shall be invoiced as indicated below.
    o Implementation and other professional services fees shall be invoiced as delivered.
    o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

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 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 Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *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. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as 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.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

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: (Service Availability – Downtime) ÷ 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% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

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.

Priority Level	Characteristics of Support Incident	Resolution Targets*
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.
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.

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
025	217801	10/06/2025	1 of 1

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.		Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	44795		Net 30	USD	ELEC	

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of						
09/Aug/1996	1	Renewal: Annual fee to support and host Web site **Cycle Start: 10/01/2026, End: 09/30/2027; Term: 12 months**	1	EA	600.00	600.00
09/Aug/1996	2	Renewal: Utility Billing Online Component - Annual Fee **Cycle Start: 10/01/2026, End: 09/30/2027; Term: 12 months**	1	EA	1,800.00	1,800.00

Does not include any applicable taxes **Order Total:** 2,400.00

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

TYLER COPY

System Agreement
Between

Tyler Technologies, Inc.

5808 4th Street
Lubbock, Texas 79416
(800) 646-2633
(806) 797-4849 Fax

AND

City of Tomball

401 Market Street
Tomball, Texas 77375
Phone: 281.351.5484
Fax: 281.351.6256

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AGREEMENT

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5808 4th Street, Lubbock, Texas 79416; and; **City of Tomball**, hereinafter referred to as CLIENT on, _____, 2007.

COMPANY and CLIENT agree as follows:

1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.

2. This Agreement consists of this Cover and the following Attachments and Exhibits:
   - Section A — Investment Summary (A-D)
   - Section B — COMPANY Agreement Terms and Conditions

3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

Client: City of Tomball

By: Monica Kohlenberg
Signature

Monica Kohlenberg
Printed Name

Director of Finance
Title

10/8/07
Date

74-6003588-8
Sales Tax Certificate Number

Tyler Technologies, Inc.:

By: S Brett Cate
Signature

S. Brett Cate
Printed Name

President, INCODE Solution
Title

9/21/07
Issue Date

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TECHNOLOGIES

Customer Name: City of Tomball
Contact: Brent Piercey
Date: September 21, 2007
Salesman: Shane Cleaveland

Investment Summary

Prepared for:	**City of Tomball**	**Contract ID # :**	2007-0287
Contact Person:	Brent Piercey	**Issue Date:**	9/21/07
Address:	401 Market Street Tomball, Texas 77375	**Salesman:**	L.Midkiff/ S.Cleaveland
Phone:	281.351.5484		
Fax:	281.351.6256	**Tax Exempt:**	*Yes / No*
Email:	bpiercey@ci.tomball.tx.us		

		Initial Fees	Monthly Fees**
Total Monthly Services *Internet Services and Products* ***Please note this is not an Annual agreement, the fees listed herein are monthly fees.*		1,000	300
Totals		**1,000**	**300**

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Customer Name:	City of Tomball
Contact:	Brent Piercey
Date:	September 21, 2007
Salesman:	Shane Cleaveland

Online Services and Products

Service	QTY	Charges		Initial Year	Annual Fee
INCODE Online Component Setup					
One Time Setup Fee - Hardware Configuration - DNS registration	1	1,000		1,000	
Monthly fee to support and host Web site		50	/month	600	600
INCODE Utility Billing On-Line Component					
Utility Billing Online (4 cents per bill, per month) - Data extraction and storage - Display of: • Current status (late, cut off etc) • Action needed to avoid penalty • Current Balance • Deposits on file (optional) • Last payment date • Last payment amount • Payment arrangements on file • Last bill amount • Last bill date • Bill due date • Contracts on file and status • Transaction history - Address information including • Mapping • Legal description* • Precinct* • School district* • Services at address * - Subject to data availability - Consumption history by service, including graphs - Request for service (optional) - Information change request (optional) - Security - SSL (Secure Socket Layer)	3,750	0.04	/month	1,800	1,800
Online Payments • Payment packet is created to be imported to Utility System *NOTE: Customer pays $1.25 fee per transaction for payment on-line.*					
INCODE Court Online Component					
Monthly support/maintenance fee - Display of citation/citations for payment - Collects plea from defendant - Security -- SSL (Secure Socket Layer) - Payment Processing - Credit Card • Payment packet is created to be imported to Court System *NOTE: Defendant pays $1.50 fee per transaction for payment on-line.*		100	/month	1,200	1,200
Total				4,600	3,600

TYLER TECHNOLOGIES WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT is effective as of the date of acceptance set forth at the end hereof, and is by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY and the party signing this agreement as the "SUBSCRIBER".

DEFINITIONS

COMPANY Web Services. COMPANY Web Services are designed to enable SUBSCRIBER to easily establish a presence on the Internet. COMPANY Web Hosting and Design is composed of the COMPANY Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

COMPANY Web Hosting and Design Publishing Component. The COMPANY Web Hosting and Design Publishing Component (IWPC) provides a simple avenue for the SUBSCRIBER to publish a sophisticated Web Site that is easy for them to maintain. The IWPC contains the central Web Site menuing system and smart directories. These smart directories allow the SUBSCRIBER to simply copy or FTP Web compatible documents (HTML) to COMPANY's Web Server for publication. As long as the documents are copied to the proper directories, the IWPC will automatically catalog, organize and publish the documents to the SUBSCRIBER's IWPC Web Site. If the SUBSCRIBER has a unique domain name, COMPANY can seamlessly point it to COMPANY's web server.

COMPANY Utility Billing On-Line The COMPANY Utility Billing On-Line Component allows the SUBSCRIBER to make available certain information from their COMPANY Utility Billing System to citizens with Internet access. Information is transferred from SUBSCRIBER to COMPANY daily. This information is posted to SUBSCRIBER's web site, which is hosted on COMPANY's web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.

COMPANY Court On-Line The COMPANY Court On-Line Component provides the ability for municipal court fines to be paid by credit card or electronic check via the Internet. Since it was designed by COMPANY, this system interfaces seamlessly with COMPANY's InCourt Municipal Court System.

AGREEMENTS

1) **TERM.** SUBSCRIBER must return an executed copy of this Agreement to COMPANY within 90 days from the issue date. Thereafter, the Agreement will be voided and is subject to change. Subject to the limitations of this Section 1, and unless otherwise provided for in this Agreement, the term of this Agreement shall commence as of the effective date and shall continue for three (3) years. The term shall thereafter be automatically extended in separate consecutive periods of twelve (12) months duration unless either party gives written notice to terminate. Notice to terminate must provide at least sixty (60) days notice of said intent. In the event that the SUBSCRIBER fails to pay any amount payable to COMPANY hereunder, when due, or fails to comply with any other provision of this Agreement, COMPANY may terminate the SUBSCRIBER's rights by written notice to that effect to the SUBSCRIBER. COMPANY may, by written notice to the SUBSCRIBER, terminate its obligations under this Agreement in the event that COMPANY, for whatever reason, ceases to host SUBSCRIBER's Web Site. A termination of the SUBSCRIBER's rights under this Agreement shall not terminate any of the parties' rights under this Agreement to receive or hold amounts rightfully owing to the respective party pursuant to the terms of this agreement or to enforce the intellectual and proprietary rights in the COMPANY concept, web site, software, and technology. Upon termination or non-renewal of this agreement, the parties shall each promptly account for all due but unpaid amounts hereunder. If SUBSCRIBER wishes to terminate before the stated term expires, SUBSCRIBER must give sixty (60) days written notice in order not to incur termination costs of $900.00 Please also see section entitled "**TERMINATION**" in this Agreement.

2) **NATURE OF WEB SITE.** COMPANY shall maintain a web site accessable over the Internet, for SUBSCRIBER. This web site shall contain both static information pages, non-static interactive pages as well as payment function pages. The web site shall allow a citizen with Internet access to view relevant data provided by SUBSCRIBER. This data may include certain data elements from SUBSCRIBER's Utility Billing System and Municipal Court System. This web site shall be equipped to accept payment of amounts owed to SUBSCRIBER, via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

TYLER TECHNOLOGIES WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

3) **DATA PROCUREMENT.** COMPANY requires the following items for the Publishing Component of InSite. The SUBSCRIBER will need to provide COMPANY the documents to be published in an HTML format. It is the responsibility of the SUBSCRIBER to obtain, install and be familiar with the operation of software capable of producing the HTML documents. Unless specified elsewhere in this Agreement, these pages will be static (no interaction between site and user). The SUBSCRIBER is responsible for the content of the page (COMPANY will only provide the framework for publishing the information). COMPANY must host the components and services listed in the Investment Summary of this Agreement. The SUBSCRIBER will be required to setup a merchant account with Electronic Transaction System Corporation for the sole use of COMPANY Web Service transactions. The merchant account must be setup to fund to the SUBSCRIBER bank account. All fees for the merchant account will be paid by SUBSCRIBER.

   COMPANY Utility Billing On-Line and COMPANY Court On-Line require daily updates to and from the SUBSCRIBER's primary software. COMPANY will assume responsibility for transferring the necessary data from the SUBSCRIBER's primary software system, to COMPANY's web server. This transfer will occur on a daily basis. Additionally, certain information, such as payment information, must be conveyed to SUBSCRIBER. COMPANY will assume responsibility for transferring such information back to SUBSCRIBER on a regular basis.

4) **LICENSED SOFTWARE OWNERSHIP.** SUBSCRIBER agrees that COMPANY possesses exclusive title to and ownership of the COMPANY Software.
   a) SUBSCRIBER agrees that SUBSCRIBER acquires neither ownership nor any other interest in the COMPANY Software, except for the right to use and possess the COMPANY Software in accordance with the terms and conditions of this Agreement.
   b) All rights not expressly granted to SUBSCRIBER in this Agreement are retained by COMPANY.
   c) SUBSCRIBER agrees that COMPANY Software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by COMPANY are and shall remain the exclusive property of COMPANY. SUBSCRIBER agrees that the COMPANY Software consists of COMPANY's trade secrets. COMPANY shall retain all copyrights in the COMPANY Software, whether published or unpublished.
   d) COMPANY agrees that all data provided to COMPANY for the purposes of generating the web site shall remain the property of SUBSCRIBER. Should SUBSCRIBER terminate the Internet Services in good standing and in accordance with the termination provisions of this Agreement, COMPANY agrees to return to SUBSCRIBER, all graphics, text documents, and data files held by COMPANY.

5) **SUBSCRIBER MEMBERSHIP FEES.** For establishing new COMPANY Web Services, the SUBSCRIBER shall pay to COMPANY the following amounts as stated in Initial Fees.

6) **NOT ASSIGNABLE.** The rights of the SUBSCRIBER under this Agreement are not assignable without the prior written consent of COMPANY. Any attempt to sublicense, assign, encumber or transfer any of the rights, duties or obligations under this Agreement by the SUBSCRIBER is void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors.

7) **SOFTWARE MAINTENANCE.** This SUBSCRIPTION AGREEMENT includes unlimited telephone support, support by communication modem, and all software upgrades, enhancements and new releases. COMPANY reserves the right to change the functionality of future releases of its software and CLIENT understands that COMPANY is not obligated to include specific functionality in future releases unless provided for herein.

8) **PARTIAL INVALIDITY.** Should any provision or clause of this Agreement be held to be invalid, such invalidity shall not affect any other provision or clause hereof, which can be given effect without such invalid provision or clause.

9) **RESPONSIBILITY OF DATA.** COMPANY will assume responsibility for all data transfer, but not responsible for data accuracy.

TYLER TECHNOLOGIES WEB SERVICES - INTERNET BASED PRODUCTS SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

10) **PROPRIETARY INFORMATION.**
   a) Distribution of COMPANY Software. SUBSCRIBER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
   b) Software as Trade Secret. SUBSCRIBER shall maintain the confidentiality of the Software and unless specifically authorized by COMPANY or except for ordinary and necessary backup purposes, SUBSCRIBER may not make or have made any copies of the Software or any part thereof. SUBSCRIBER shall include COMPANY's proprietary notice or other legend on any copies made by SUBSCRIBER as permitted hereunder.

11) **WARRANTY, DISCLAIMER, LIMITATION ON LIABILITY.** COMPANY warrants that the Software will substantially conform to current specifications delivered by COMPANY to SUBSCRIBER pursuant to this Agreement, including COMPANY's response to the Request for Proposal for six (6) months following installation; provided, however, that COMPANY's warranty hereunder shall not cover or apply to any software, or part thereof, that is not developed or designed by COMPANY. In the event that the Software is found to be defective in such respect and SUBSCRIBER notifies COMPANY in writing within six (6) months after its receipt of the Software of any substantial non-conformity of the Software with such specifications, COMPANY's sole obligation under this warranty is to remedy such defect within a reasonable time. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL IN NO EVENT BE LIABLE FOR DAMAGES THAT EXCEED THE AMOUNT OF THE CHARGES PAID BY SUBSCRIBER HEREUNDER FOR THE DEVELOPMENT AND LICENSE OF THE SOFTWARE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12) **HOLD HARMLESS.** SUBSCRIBER agrees that it will hold COMPANY harmless against any claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or relating to
   a) SUBSCRIBER's failure to implement any corrections, improvements and new releases relating to the Software, or any part thereof,
   b) SUBSCRIBER's unauthorized alterations to or use of the Software, or
   c) SUBSCRIBER's breach of any of its obligations to maintain the confidentiality of the Software or SUBSCRIBER's unauthorized copying thereof.

13) **TERMINATION.** This Agreement or any license referenced hereunder may be terminated by COMPANY upon written notice to SUBSCRIBER if SUBSCRIBER performs any breach of the terms of this Agreement. At the date of termination of this Agreement, SUBSCRIBER shall promptly return to COMPANY any Software, related documentation, materials and other property of COMPANY then in its possession, and any copies thereof wherever located. Notwithstanding the foregoing, all provisions hereof relating to confidentiality of the Software shall survive the termination of this Agreement.

14) **GENERAL.**
   a) This Agreement shall be governed by the laws of SUBSCRIBER's state of domicile and constitutes the entire Agreement between the parties hereto with respect to the Software described herein, and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to the matters set forth herein.
   b) All acceptances by COMPANY of purchase orders and all sales by COMPANY are expressly limited to and made on the basis of the terms and conditions set forth herein, notwithstanding receipt or acknowledgment of SUBSCRIBER's order forms or specifications containing additional or different provisions, or conflicting oral representations by an agent, representative or employee of COMPANY. Any such additional or different terms are hereby objected to. All acceptances by COMPANY are expressly conditional on SUBSCRIBER's assent to the additional or different terms and conditions set forth in this Agreement. If these terms and conditions are not acceptable, SUBSCRIBER should notify COMPANY at once.

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

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.

By: Sherry Clark
Sherry Clark (Nov 29, 2023 09:17 CST)

Name: Sherry Clark

Title: Group General Counsel

Date: 11/29/23

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

City of Tomball, TX

By: David Esquivel

Name: David Esquivel

Title: City Manager

Date: 11/21/23

Address for Notices:
Tomball Police Department
400 Fannin St.
Tomball, TX 77375-4618
Attention: _____

tyler

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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tyler technologies

Sales Quotation For: Tomball Police Department
Quote Number: 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 (reqiures 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:

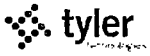
   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   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: (Service Availability – Downtime) ÷ 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:

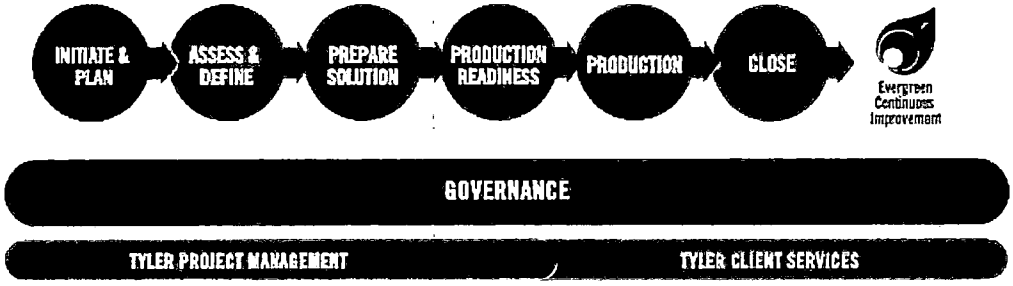
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, 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

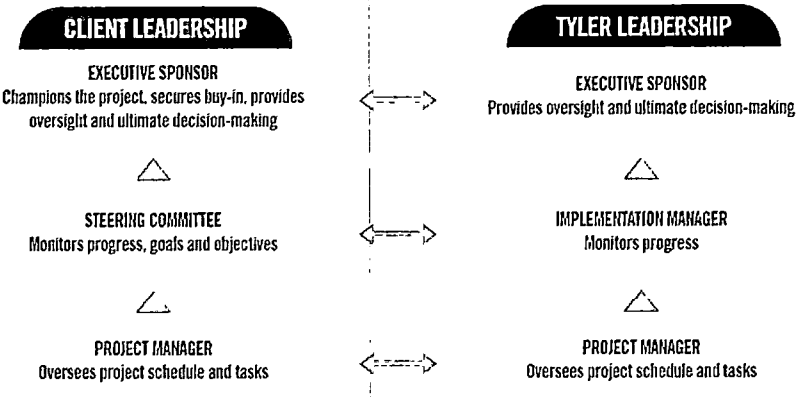
2. Project Governance

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.

Project Management Triangle

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.

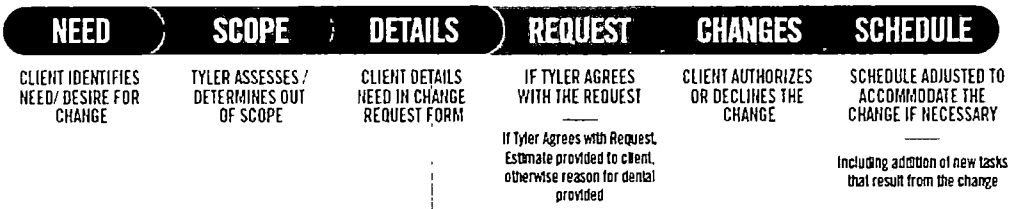
3.3 Change Request Management

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		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	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			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)	

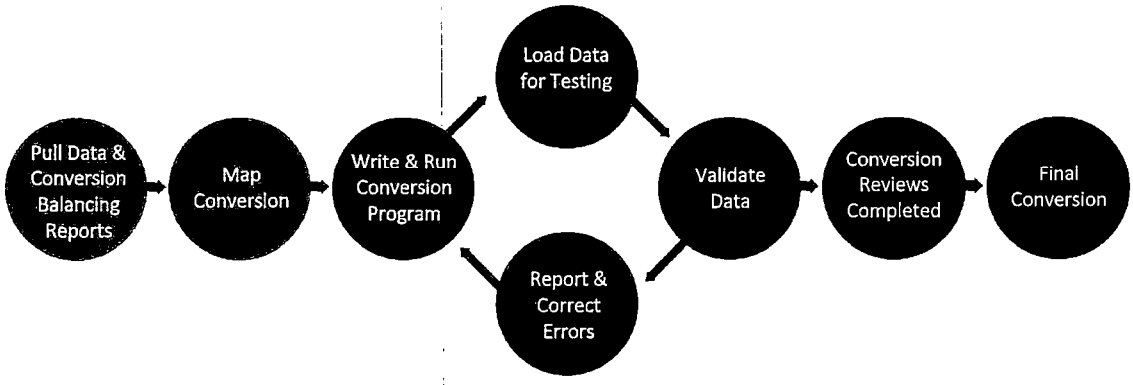
Work package assumptions:

- 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	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.

Tomball Police TX: SaaS Agreement

Final Audit Report 2023-11-29

Created:	2023-11-27
By:	Ruth Ann Hines (ruthann.hines@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8Mz4BBdBtkh5yDjpxm2fJDsKf5lyteA-

"Tomball Police TX: SaaS Agreement" History

Document created by Ruth Ann Hines (ruthann.hines@tylertech.com)
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Document emailed to sherry.clark@tylertech.com for signature
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Email viewed by sherry.clark@tylertech.com
2023-11-29 - 3:16:50 PM GMT

Signer sherry.clark@tylertech.com entered name at signing as Sherry Clark
2023-11-29 - 3:17:01 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2023-11-29 - 3:17:03 PM GMT - Time Source: server

Agreement completed.
2023-11-29 - 3:17:03 PM GMT

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve services agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of $250,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

Accurate Utility Supply, LLC is a utility supply distributor that has consistently provided the City of Tomball with a wide range of water, wastewater, and drainage products and services including pipe, hydrants, fittings, clamps, water metering testing, calibration and repair, backflow certification and repair, compliance support flow testing, leak detection, and meter and backflow vaults.

Based on the City's adopted Procurement Policy, staff is requesting approval of a services agreement renewal for the purchase of supplies through an existing BuyBoard Contract for the purchase for this fiscal year in excess of $100,000. The chart below identifies projected spending through September 30, 2026 for daily maintenance and project completion.

FY 2026 Estimated Purchases	
Water Purchases (pipe, fittings, and testing)	$175,000
Wastewater Purchases	$65,000
Drainage Purchases	$10,000
FY 2026 Total Estimated Purchases: $250,000	

The original services agreement was executed in June 2023 with three additional one-year renewals and staff is requesting to exercise the second renewal option. This item authorizes fiscal year purchases with Accurate Utility Supply, LLC to supply necessary water, wastewater, and drainage supplies and services, as needed.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Accurate Utility Supply, LLC to supply the necessary water, wastewater, and drainage supplies and services for an annual amount not-to-exceed $250,000.

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: No: If yes, specify Account Number: #100-154-6106
#600-613-6106
#600-613-6207
#600-614-6106

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 RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Water, Wastewater, and Drainage Supplies

This Renewal 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, **Accurate Utility Supply, LLC** (the "Company"), with an office at **5445 Stockdick School Road, Katy, Texas 77449** City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services.
   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 RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2025 through September 30, 2026,** with Zero (0) additional one-year renewal options remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

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

5. COMPENSATION
For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $250,000.

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	(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. 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 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.

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:

5445 Stockdick School Road, Katy, Texas 77449

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 30 day of September, 2025.

Accurate Utility Supply
Company

Signature

Kyle Parcus
Print Name

Account Manager
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only- Approve an expenditure of greater than $100,000 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 2025-2026 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 20 years ago. The estimated annual spend for each department is broken down on the table below and is based on the FY 2025 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 more than $100,000 must be approved by City Council.

Origination: Police Department, Fire Department, Public Works

Recommendation:

Staff recommend approving the expenditure of greater than $100,000 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 2025-2026 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 # _____

Signed Brandon Patin _____ Approved by _____

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

rlf

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

406 Caroline Street, 4th Floor • Houston, Texas 77002-2027 • Phone 713-755-6621
Fax 713-755-8930 • ctc@co.harris.tx.us • www.ctc.co.harris.tx.us

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	☑	☐	☐
Comm. Lee	☑	☐	☐
Comm. García	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Eversole	☑	☐	☐

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: <u>All notices and communications must be mailed as follows</u>:

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

By: _____
RICHARD F. VACHRIS
Assistant County Attorney

HARRIS COUNTY, TEXAS

By: _____
ROBERT ECKELS
County Judge

Date Signed: MAR 22 2005

ATTEST:

By: _____
Mary Coker
Assistant City Manager

CITY OF TOMBALL

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		
Radio Unit (Voice)		
Portable	Low Tier	$ 43.00
	High Tier	$ 61.47
Mobile	Low Tier	$ 45.75
	High Tier	$ 47.63
Maintenance		$ 8.25
Mobile Digital Terminal		
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		
Radio Unit (Voice)		
Portable		$ 8.75
Mobile		$ 8.75
Mobile Digital Terminal		
Radio Modem		$ 8.75
Load Mobile Client Software		$ 8.75
Load NetMotion Mobility Client Software		$ 8.75
NetMotion Mobility Client software applies to Commercial Wireless Data Systems only		
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
T-1 Line cost set by SBC line cost, subject to change		
Service Fees - ILA Section VIII		
Hourly Labor Rate		$ 35.00
Maintenance Fees, Monthly, Per Unit - ILA Section IX		
Radio Unit (Voice)		$ 8.25
RF Modem		$ 16.50
Workstation		$ 16.50

91 7162 1683 4080 0551 6122

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/rlf

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

DocuSign Envelope ID: 9E402143-CC60-4FB9-B40D-B9878B7C2769

Radio System Maintenance Fee Schedule "Exhibit A"

	Fees Basis	Fee
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
Moxtra	Monthly per user	$8.00
Activate	Monthly per user	$5.00
Bundle Application Package (Response, Moxtra & 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 3rd 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 3rd party cost.)	Annual per Site	$2,565.00

1/31/2023

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Fire Dept
400 Fannin
PO# 25-0025
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116678	0000000982	$1,851.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number							Invoice Amount
0000000982							$1,851.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime	527CQD0143	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRR5559	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRR5560	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRZ3839	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0028	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0029	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0030	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5854	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5855	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5856	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5857	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CST0424	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CSV1432	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CSV1433	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2726	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2727	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2728	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Customer Number						Invoice Amount	
0000000982							$1,851.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	581CTX1271	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTX1272	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTX1273	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CVT0290	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CXK0483	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643078331730195	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643078331730196	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CAR3148	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CTX0537	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7396	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7397	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7398	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVR6978	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVT4797	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVV2306	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVV2307	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CWF6176	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CWF6177	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXK3528	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXK3529	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXZ6509	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CYT2311	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CZR3461	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	756CQB0223	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008114830105	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008115730102	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011428130162	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Asset Count: **53**

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Fire Dept
400 Fannin
PO# 25-0025
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116678
Customer Number:
0000000982
Total Due:
$1,851.00
Amount Paid:
$

0000000982000001166780000185100 4

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Police Dept
401 Market
PO#25-0163
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116679	0000000982	$4,668.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number							Invoice Amount
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime	500CGV1296	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1303	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1309	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1310	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1347	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	514CGV2233	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	527CWZ2513	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643000706430165	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643017907330181	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430032	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430041	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430085	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430127	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	64304790330183	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643047907330191	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643047907330192	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643050918830040	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730050	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Customer Number						Invoice Amount	
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	643054929730052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730053	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730054	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643056002130255	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058014330062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130086	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130160	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130208	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130252	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130253	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130254	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130255	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130256	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130257	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130258	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630141	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630142	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630143	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630145	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630146	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630147	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630148	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630149	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630150	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630151	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643061028230266	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643061028230267	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130081	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130083	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130084	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130085	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130086	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Customer Number						Invoice Amount	
0000000982						$4,668.00	
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	643071201130087	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130089	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130090	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130091	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130092	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130103	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130104	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130105	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130106	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130107	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130108	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130109	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130110	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130112	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130114	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130141	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130142	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130143	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130144	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130145	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	721CFA2346	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	721CGV6745	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630235	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630245	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630274	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630276	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301540	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301650	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301660	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030204	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030206	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030220	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93003730230061	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030002	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030005	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030017	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030080	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Customer Number						Invoice Amount	
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	X93005916430054	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730046	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730047	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730048	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130095	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130096	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130097	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007034430247	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008106930090	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530097	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530098	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530099	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530100	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530101	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030154	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030165	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030166	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93009306530139	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93009306530162	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430232	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430277	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430278	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430308	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011334430309	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Continued Next Page

Asset Count: **124**

ENTERED
AUG 04 2025

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Police Dept
401 Market
PO#25-0163
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116679
Customer Number:
0000000982
Total Due:
$4,668.00
Amount Paid:
$

0000000982000001166790000466800 8

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Public Works
400 Fannin
PO#250163
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116680	0000000982	$1,755.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number						Invoice Amount	
0000000982							$1,755.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	471CRT3715	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1326	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330058	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330059	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330064	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330065	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330066	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330067	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330068	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330069	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330070	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330175	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330178	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330185	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330187	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230058	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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8/7/2025

Customer Number						Invoice Amount	
0000000982						$1,755.00	
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	543050326230059	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230064	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230065	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230067	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230068	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230070	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330055	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230055	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230066	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230069	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230071	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230072	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230073	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230078	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011325430312	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Asset Count: **45**

ENTERED

AUG 04 2025

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Public Works
400 Fannin
PO#250163
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116680
Customer Number:
0000000982
Total Due:
$1,755.00
Amount Paid:
$

0000000982000001166800001755001

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve services agreement with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

The City has maintained a contract with Sun Coast Resources, Inc. for operating and emergency fuel purchases for City-owned fleet and equipment for more than ten years. Following a competitive sealed bid process in 2021, City Council awarded the contract on July 19, 2021, for an initial two-year term with two optional two-year renewals. The final renewal was executed in November 2023.

During review of the current scope of work, staff identified the need to update requirements to include an emergency fuel delivery plan to support the City during critical events such as hurricanes, freezes, and other emergencies.

To secure favorable pricing and expanded services, staff issued a Request for Proposals. Four (4) sealed proposals from qualified vendors. A scoring committee evaluated the proposals and identified Senergy Petroleum, LLC as the most qualified firm.

Staff negotiated a contract with Senergy based on their proposal, which utilizes Oil Price Information Services (OPIS) PADD3 Houston market rates.

Staff recommends awarding a one-year services agreement to Senergy Petroleum, LLC, with five optional one-year renewals, in an amount not to exceed $600,000. A detailed cost breakdown for the estimated three-year expenditure is provided below.

Fuel Type	Differential	Loading Fee
Midgrade 89 Octane Gasoline	+ $0.0707/gallon	$3.45
TXLED High Sulfur Diesel	+ $0.0907/gallon	$3.45
TXLED Low Sulfur Diesel	$ +0.0907/gallon	$3.45
Total Contract: $356,468.64*		

*Annual Cost is estimated based on the current fiscal year usage and fuel pricing

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement with Senergy Petroleum LLC for operating and emergency fuel purchases for an annual amount not-to-exceed $600,000.

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: No: If yes, specify Account Number: **Account 6108 –** Departments (112,121, 142, 145, 151, 152, 153, 154, 156, 157, 611, 612, 613, 614, & 615)

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: Operating and Emergency Fuel 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, **Senergy Petroleum, LLC** (the "Company"), with an office at **1470 N. Horne St Gilbert, AZ 85233,** City hereby engages the services of Company as an independent contractor for **Operating & Emergency Fuel 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 set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing to provide operating and emergency fuel services to the City of Tomball, 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 **November 20, 2025 through November 19, 2026 with five (5) one- year optional renewal periods.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

4. ASSIGNMENT

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **$600,000**.

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	(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. 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 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.

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:

Senergy Petroleum, LLC
1470 N. Horne St
Gilbert, AZ 85233

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 28 day of August, 2025.

Senergy Petroleum, LLC
Company

Katie Atencio
Signature

Katie Atencio
Print Name

Contract Specialist
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The City of Tomball is requesting sealed proposals to contract for fuel services for operating and emergency services. The City reserves the right to accept or reject any/all of the proposals received and/or purchase from any State contractor and/or inter-local agreement.

The term of the awarded contract, if any, will be for a one (1) year period and will become effective upon the contract award date. The contract may be renewed for five (5) additional one-year periods upon written agreement and mutual consent of both parties. Any renewal must be approved by the City of Tomball City Council.

II. Requested Services/Products

a. Location
    i. City of Tomball Public Works Services Center, 501 James Street, Tomball, Texas 77375
b. Fuel Types
    i. Midgrade 89 Octane Gasoline
    ii. TXLED High Sulfur Diesel
    iii. TXLED Low Sulfur Diesel
c. Tank Information
    i. Number of tanks: 3
        1. Tank One (Pump 1): On-Road Diesel – 4,000 gallons
        2. Tank Two (Pump 2): Off-Road Diesel – 2,000 gallons
        3. Tank Three (Pump 3): Unleaded Gasoline – 6,000 gallons

III. Contract Stipulations

Proposals submitted must include pricing for furnishing fuel to the City of Tomball based on the requirements indicated on Exhibit B – Cost Proposal. By submission of a proposal, the successful vendor agrees to the following stipulations:

a. Delivery of fuel is to be completed no later than the next day after the order is placed.
b. For quality assurance reasons, fuel is to be supplied from EPA approved terminals.
c. Prices quotes should exclude sales tax and Federal excise tax (FET). The City is exempt from these taxes and will provide Exemption Certificates to the successful proposer. Successful vendor's invoices shall include applicable fuel tax, State GPA loading fees, and Federal Superfund Taxes.

d. Posted Terminal Rack Prices
    i. Vendor is to guarantee that when invoicing, this part of the price is the posted terminal rack price at the terminal from which the fuel is supplied, the day the fuel is delivered. Vendor is also to indicate on each item, as part of their proposal, their price for delivery, their price for profit, and their price for loading fees.
e. Invoicing
    i. Fuel is to be billed in net gallons. A copy of the supplying terminal's bill of loading is to be attached to the invoice.
f. Vendor will have an adequate supply for emergency fueling for the main fuel complex located at 501 James Street, or other location as designated.
g. Customer Service
    i. Please state the name of the vendor contact, how they may be contacted, and at what times. Describe whether, and to what extent, after hours customer service is available. Please list the typical time for a response/contact with a real person who can assist.
    ii. Additionally, would this person be the point of contact for emergency situations, if different please explain.
h. Emergency/Disaster

    In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24-48 hours prior to an anticipated event. In order to provide the most effective response to an emergency, the City will order fuel before the emergency (i.e. tropical storms or hurricanes). In addition, to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster.

    The selected Vendor will be required to provide these services to the City. With the RFP submission, each Vendor shall:
    i. Describe what preferential treatment and guarantee of service is available to the City of Tomball during a declared disaster or other emergency situation. Describe what resources you can offer to the City in such event. Selected Vendor will be required to provide fuel delivery during a declared disaster or other emergency situation.
j. Insurance and Bonding
    a. List your relevant insurance coverage and bonds covering the activities of the Vendor, if any.
k. Other services
    a. List other goods and/or services similar to those requested under this RFP that the Vendor offers. You are welcome to list other benefits and

advantages that the Vendor can provide to the City that are not specifically asked for herein.

l. Contract Period and Renewal Option
    a. The term of this contract will be for an initial two (2) year period and will become effective from the date of contract execution and will expire two (2) years from the start date. The contract may be renewed for two (2) additional two-year periods upon written agreement and mutual consent of both parties.
m. Any exceptions to the above should be noted with appropriate pricing, size and/or other differences cited.

IV. Terms and Conditions

Proposers are requested to furnish the items described herein in accordance with the terms set forth. All proposals must be Freight on Board (FOB) Destination and include the cost of cartage to the delivery point as stated on this form.

In the case of default, the City of Tomball, reserves the right to hold the original proposer or contractor liable for any and all resulting increased costs.

Samples, if requested by the City of Tomball, must be furnished at the proposer's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the proposer. Proposer shall submit quality control tests at Proposer's expense when requested by the City of Tomball.

Proposals may be withdrawn on written or telegraphic request received from proposers prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets – EXCEPT IN TERMS FOR PROMPT PAYMENT.

If a delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to the Public Works Department immediately. The City has the right to extend the delivery date if reasons appear valid. Suppliers must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tomball to purchase material elsewhere and charge a full increase in cost and handling to the defaulting supplier and could also be reason for

cancellation of the Purchase Order and contract at no expense to the City if the City deems it necessary.

Deliveries must be made within twenty-four (24) hours after an order is placed. The city shall be a priority customer during emergency situations to ensure delivery within 24 hours of order. Off-loading shall not take place unless a City employee is on site to accept delivery and verify meter readings on fuel truck. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all times during the fuel off-loading. Any cost incurred as a result of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contract at the City of Tomball's discretion. Products do not require nationally distributed brand names (i.e. Chevron, Mobil, Texaco), however specifications may reference brand names. It is not the intent of the City of Tomball to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. The City of Tomball shall act as the sole judge in determining equality and acceptability of products offered. The City reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products' proposal. The City shall not accept substandard fuel. The City of Tomball reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense, as requested. All tests will be made according to ASTM (American Society for Testing and Materials) test methods. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception. The apparent silence of these specifications as to any detail or apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail; and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The City of Tomball will in no way be bound to purchase any predetermined amounts under this contract.

Price Redetermination: The City of Tomball will permit "Unit Price" adjustment on the at renewal of the contract. Request for a unit price change must be submitted in writing to the Project Management Office, 501 James Street, Tomball, Texas 77375. The contractor shall provide documentation and justification as to reason for price redetermination. Price redetermination will be reviewed and based on reasonability sent to the City Council for final consideration and approval. The City will be allowed up to thirty (30) days to review request.

If either party disapproves of unit price adjustment the City or the Contractor shall have the right to cancel the contract with a thirty (30) day written notice.

Successful proposer shall be required, upon delivery, to pump all fuel from containers into the storage tanks identified by the City of Tomball. It is the responsibility of the successful proposer to supply pumps, hoses or whatever is needed to appropriately pump the fuels to the storage tanks.

All products proposed and delivered must meet or exceed specifications, including Federal and State regulations and requirements stated in the RFP – Operating & Emergency Fuel Services. Proposers should include the State of Texas Fuel Tax on gasoline, the Underground Water Protection Act Fee, freight charges, any other operational expenses and the proposer's margin. Do not include Federal Excise Tax on fuel, as this agency is exempt.

The City of Tomball reserves the right to award contract(s) to one or more Vendor(s) as deemed best interest of the City of Tomball.

V. Proposal Format

The following information shall be submitted in your proposal in the order listed below. Failure to submit the required information could render the submitted proposal as non-responsive. To be considered, prospective Vendors must submit a complete response as required by the RFP. Vendors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

a. Company Overview
    i. A brief summary of history and experience.
        1. Where is the company headquarters?
        2. Where is your service center located?
    ii. Include any litigation your company has been involved in over the last five (5) years.
    iii. Include a description of the quality of service your company provides.
    iv. Provide information on tank monitoring/recording capabilities, if the City were to implement.
b. Comprehensive Emergency Fueling Plan Program
    i. Detail the deliverables, program, and related costs of providing emergency fuel and services during an emergency event (hurricane, tornado, freeze, etc.).
c. RFP Response Addenda
    i. Completed proposal and/or addendums issues. Include all required forms.
d. References

i. Submit three (3) current Texas customers, preferably cities of comparable size. Include entity name, address, phone number, and email of contact person.

e. Descriptive Literature
    i. Illustrative brochures, specification sheets, descriptive information, diagrams, etc., that provide additional information regarding areas addressed.
    ii. Provide information on any other service your company provides, if any.

f. Rates & Fees
    i. Include billing rates completed on Exhibit B – Cost Proposal.

EXHIBIT B
COST PROPOSAL

Midgrade 89 Octane Gasoline

Rack Rate	Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
$ 2.4929/gal (min. 89 Octane)	See differential $ /gal	$+.0707/gal	$ 3.45	500 gal minimum for each product and 4001 gal minimum per delivery	Unbranded

TXLED High Sulfur Diesel

$2.6494 Rack Rate	See differential Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
	+	$ +.0907	$ 3.45	Same as gas	Unbranded

TXLED Low Sulfur Diesel

$2.6544 Rack Rate	See differential Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
		$ +.0907	$ 3.45	Same as gas	Unbranded

EMERGENCY PREPAREDNESS PLAN

In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24 hours to 48 hours prior to an anticipated event, such as expected hurricane landfall, etc.

EMERGENCY OPERATIONS DELIVERIES

In order to provide the most effective response to an emergency the City will order fuel (midgrade and diesel) before the emergency (i.e. tropical storms, hurricanes, etc.)

In order to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster. Mark the box below if your company will provide this service to the City.

__X__ YES

_____ NO

EMERGENCY EQUIPMENT
In order to ensure economic recovery to the City, the City may have a need for portable fueling tanks with pumps. Can your company provide this service, and is your company willing to provide this service? Mark the box below. __X__ YES _____ NO

Any Other Applicable Services Fees						
Service	Please see attached price sheet for rentals	Portable Fueling Tanks and/or Pumps	Equipment Service calls	Tank Monitoring with loaned equipment agreement		
Cost		$ Please see attached	$ 200 per hr plus parts	$ 0	$	$

Prices listed above are good for 90 calendar days after receipt of proposal

Signature: Katie Atencio

Name: Katie Atencio

Date: 7/14/2025

RFP for Fuel
Committee Scoring Summary

Committee	Suncoast	Macro	Moffitt	Senergy
One	83	78	65	94
Two	83	63	47	79
Three	83	63	62	92
Total	249	204	174	265
Average	83	68	58	88

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve changes to Administrative Policy No. 23, Park Reservation.

Background:

In August 2019, the City of Tomball adopted an updated Parks Reservation policy for City facility rules and rentals, including pavilions and gazebos. The policy was established to set clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that the facilities are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included rules for the parks and facilities, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, adjustments to reservation procedures to match current practices, rules for the facilities, and updates the name of the policy.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 23, Parks Reservation Rules and Application.

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: Various

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 24

Subject

- Updated subject title from “Parks Reservation” to “Parks Reservation Rules & Application” to reflect the intent to the policy.
- Updates park facilities that applications will be accepted for.

Reservations

- Section revised for improved grammatical structure and readability to ensure content is clear.
- Updated format for space saving and clarity.
- Updated rules for each facility to align with current practices and expectations.

Renter Information

- Updated information required from renter.
- Section revised for improved grammatical structure and readability to ensure content is clear.
- Added section for debit/credit card information for payment as well as damages and/or cleaning.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **PARK RESERVATION ~~POLICY~~RULES & APPLICATION** (Railroad Depot Gazebo ~~and Plaza~~, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature ~~Park~~ Center)	NUMBER: 23	EFFECTIVE DATE: ~~AUGUST 5, 2019~~November 3, 2025	PAGE 1 OF ~~3~~4
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	SUPERSEDES: ~~AUGUST 7, 2017~~August 5, 2019	APPROVED BY CITY COUNCIL: ~~AUGUST 5, 2019~~November 3, 2025	

Applications accepted for following Park Facilities:

- **Railroad Depot Gazebo~~,~~**
- ~~**Railroad Depot Plaza,**~~
- **Juergens Park Pavilion~~,~~**
- **Jerry Matheson Park Pavilion~~, &~~**
- **Theis Attaway Nature Center~~.~~**

Priority use of park facilities is available by reservation only. Reservations may be made by contacting the City of Tomball. Use of facilities for profit making purposes is strictly prohibited. ~~Priority use of park to be granted by reservation only. Reservation may be made by contacting the City of Tomball. Please note, individuals may not utilize city facilities for profit making endeavors.~~

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

CITY OF TOMBALL **ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**			
SUBJECT **PARK RESERVATION ~~POLICY~~RULES & APPLICATION** (Railroad Depot Gazebo ~~and Plaza~~, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature ~~Park~~Center)	NUMBER: 23	EFFECTIVE DATE: ~~AUGUST 5, 2019~~November 3, 2025	PAGE 2 OF ~~4~~3
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☐*Residentcy verification:_____(city staff) ☐Facility Inspection Verification:_____(city staff)

(Resident must present City of Tomball Utility Bill for verification)

Railroad Depot ~~*Plaza & Gazebo @*~~ (201 S. Elm)

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm)~~

Juergens Park Pavilion~~@~~ (1331 Ulrich)

- Reservations are for the pavilion only.
- ~~Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.~~Renters may obtain keys to the interior of the park, but area is to be used for temporary access for setup and clean up.
  - ~~o~~ Vehicles must not remain in the interior of the park.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm) DEPOSIT $100.00~~

Jerry Matheson Park Pavilion~~@~~ (1240 Ulrich)

- Reservations are for the pavilion only.
- Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm)~~

Theis Attaway Nature ~~Park~~Center Amphitheater~~@~~ (13509 Theis Lane)

- Catch and release fishing.
- No cast nets.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00 (8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~

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~~☐ALL DAY $100.00(8am-10pm)~~

<table>
<tr><td colspan="4">CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES</td></tr>
<tr><td rowspan="3">SUBJECT

PARK RESERVATION
<s>POLICY</s>RULES & APPLICATION
(Railroad Depot Gazebo<s> and Plaza</s>, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature <s>Park</s>Center)</td><td>NUMBER:
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<s>AUGUST 5, 2019</s>November 3, 2055</td></tr>
</table>

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*Resident: For the purposes of this application, a "resident" is defined as an individual who resides within the City of Tomball city limits and pays utility services to the City of Tomball.

A convenience fee, in accordance with the City of Tomball Master Fee Schedule, will be applied to all Visa, MasterCard and American Express payments the non-refundable rental fee.

A debit or credit card must be provided with the rental application and may be charged for any damage or cleaning cost associated with the rental facility.

~~A deposit is not required for the rental of any park facility; a debit or credit card must be provided with the rental application that will be charged in the event of any damage or cleaning required to the rented facility.~~

****

~~Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.~~

Renters Information:

Date Requested:_____ Time:_____ Number of People Expected:_____

Organization:_____ Type of Event:_____

Contact Person:_____

Email:_____ ~~Business~~ Phone:_____ ~~Home~~

~~Phone:~~_____ ~~Fax:~~_____

Home Address:_____City:_____St._____Zip:_____

Confirmation of Park Reservations by signature below only. Application subject to a 24-hour application review period prior to approval by the City.

City of Tomball: _____ (City Staff) Date*:* _____

Debit/Credit Card Information (for damage or cleaning):

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

Signature:_____ Date:_____

Confirmation of Park Reservations by signature below only! Application subject to a 24-hour application review period prior to approval by City Administration.

City of Tomball: _____(City Staff) Date*:* _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION

~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~

~~Public Works Department~~ ●City of Tomball

501 James Street, ~~-~~Tomball, Texas 77375

Phone: (281) 290-1400

●~~-~~After hours, Police ~~Dept.~~Department Dispatch: (281) 351-5451

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CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **PARK RESERVATION** ~~**POLICY**~~**RULES & APPLICATION** (Railroad Depot Gazebo, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature Center)	NUMBER: 23	EFFECTIVE DATE: November 3, 2025	PAGE 4 OF 4
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Debit/Credit Card Information ~~(for damage or cleaning)~~:

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

I have read and understand the Park Rules and Regulations. I acknowledge that I am responsible for cleaning the rental area after use. If the park facility is not properly cleaned or are damaged, I agree to be financially responsible for any cost incurred by the City. I also understanding that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent

Card information provided will be used for payment of the non-refundable rental fee and will be retained and may be charged for any damage or cleaning cost associated with the rental facility.

~~By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.~~

Signature:_____ Date:_____

~~*Confirmation of Park Reservations by signature below only! Application subject to a 24-hour application review period prior to approval by City Administration.*~~

City of Tomball: _____(City Staff) Date*:* _____

~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~
~~Public Works Department ● 501 James Street Tomball, Texas~~
~~Phone: (281) 290-1400 ● After hours, Police Dept. Dispatch: (281) 351-5451~~

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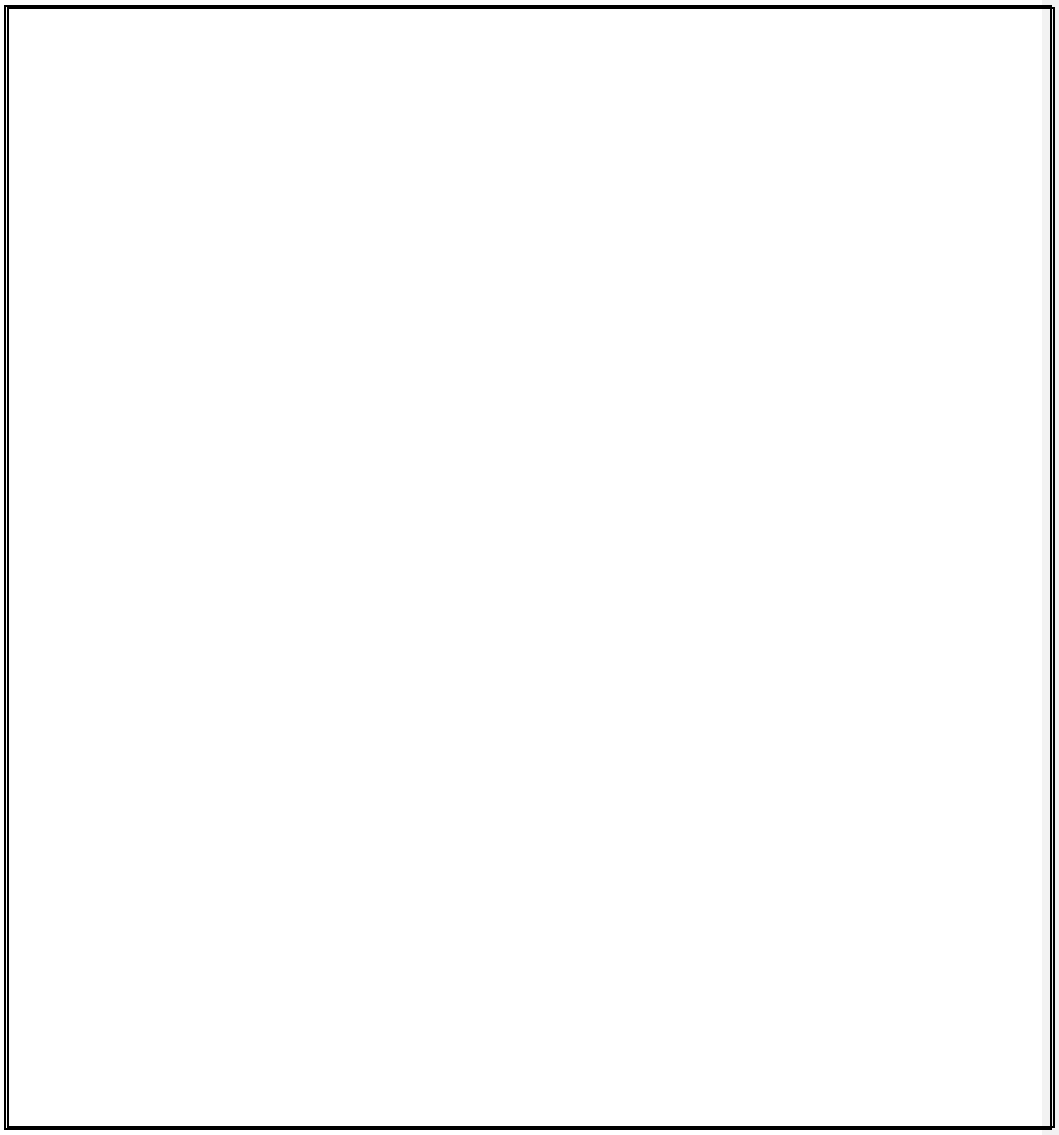

City of Tomball- Public Works Department
Park & Facility Reservation Application
501 James Street, Tomball, Texas 77375
Phone (281)-290-1400
~~**Fax (281) 351-4735**~~
Park Reservation Hours 8:00am-10:00pm

Applications accepted for following Park Facilities:

- **Railroad Depot Gazebo**
- **Juergens Park Pavilion**
- **Jerry Matheson Park Pavilion**
- **Theis Attaway Nature Center**

Priority use of park facilities is available ~~to be granted~~ by reservation only.~~;~~ ~~r~~Reservation may be made by contacting the City of Tomball. **Use of City facilities for profit-making purposes is strictly prohibited.**
~~Please note, individuals may not utilize city facilities for profit making endeavors.~~

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

City of Tomball- Public Works Department
Park & Facility Reservation Application

☐*Residentcy verification :_____(city staff) ☐Facility Inspection Verification :_____(city staff)
(Resident must present City of Tomball Utility Bill for verification)

****

Railroad Depot *Plaza Gazebo* @ (201 S. Elm)

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

☐*RESIDENT
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $100.00(8am-10pm)

☐NON-RESIDENT
☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $125.00(8am-10pm)

****

Juergens Park Pavilion@ (1331 Ulrich)

- Reservations are for the pavilion only.
- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. Renters may obtain keys to the interior of the park, but area is to be used for temporary access for setup and clean up.
  - No vehicles should must not remain on in the interior of the park site interior.

☐*RESIDENT
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $100.00(8am-10pm)

☐NON-RESIDENT
☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $125.00(8am-10pm)

****

Jerry Matheson Park Pavilion @ (1240 Ulrich)

- Reservations are for the pavilion only.
- Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.

☐*RESIDENT
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $100.00(8am-10pm)

☐NON-RESIDENT
☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $125.00(8am-10pm)

****

Theis Attaway Nature ParkCenter Amphitheater @ (13509 Theis Lane)

- Catch and release fishing
- No cast nets,

☐*RESIDENT
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $100.00(8am-10pm)

☐NON-RESIDENT
☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)
☐ALL DAY $125.00 (8am-10pm)

****

***Resident: For the purposes of this application, a "resident" is defined as an individual who resides within the City of Tomball city limits and pays utility services to the City of Tomball.**

A 3% convenience fee, in accordance with the City of Tomball Master Fee Schedule, will be assessed applied to allon Visa, MasterCard and American Express payments the non-refundable rental fee. for all services.

A debit or credit card must be provided with the rental application that willand may be charged in the event of for any damage or cleaning cost associated with the rental facility. required to the rented facility.

****

Renters Information:

Date Requested: _____ Time: _____ Number of People Expected: _____

Organization: _____ Type of Event: _____

Contact Person: _____

Email:_____ Phone: _____

~~Business Phone: _____~~ ~~Home Phone: _____~~ ~~Fax:_____~~

Home Address: _____City:_____St._____Zip:_____

Confirmation of Park Reservations by signature below only.~~!~~ Application subject to a ~~24 hour~~24-hour application review period prior to approval by the City ~~Administration~~.

City of Tomball: _____ (City Staff) Date*:* _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION

City of Tomball
501 James Street, Tomball, Texas 77375
Phone: (281) 290-1400
After hours, Police Department Dispatch: (281) 351-5451

Debit/ Credit Card Information ~~(for damage or cleaning)~~:

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____City:_____St._____Zip:_____

I have read and understand the Park Rules and Regulations. I acknowledge that I am responsible for ~~and understand that I am responsible for cleanup~~cleaning the rental area after use. If the ~~Park~~ park facility is not properly cleaned ~~up~~ or are damaged, I agree to be financially responsible for any cost incurred by the City. ~~has been damaged, I will be subject to all costs incurred by the City; including and/or in excess of my deposit.~~ I also understanding that I am ~~also~~ responsible ~~to make certain~~for ensuring ~~that~~ all rules and regulations are followed, and that any ~~am aware that~~ violation ~~of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing~~ may result in denial of future reservation request for myself or the organization I represent~~.~~

Card information provided will be used for payment of the non-refundable rental fee and will be retained and may be charged for any damage or cleaning cost associated with the rental facility.

Signature: _____ Date: _____

~~Public Works Department~~

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve changes to Administrative Policy No. 24, Sports Courts Reservation.

Background:

In November 2022, the City of Tomball adopted an updated Sports Court Reservation policy for tennis courts and pickleball court rules and rentals. The policy was established to set clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that sports courts are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included rules for the sports courts, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, adjustments to reservation procedures to match current practices, rules for specific amenities, and updates the name of the policy.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 24, Sports Courts Reservation Rules and Application.

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: Various

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 24

Subject

- Updated subject title from “Sports Courts Reservation” to “Sports Courts Reservation Rules & Application” to reflect the intent to the policy.

Rules

- Section revised for improved grammatical structure and readability to ensure content is clear.
- Park hours were updated to reflect City Manager or designee must approve extended use of the courts.
- Clarifications added for reservations including maximum courts to be rented and timeframe for reservations in advance.
- Included additional language for pickleball court rental to reflect current process previously approved by City Council. Language was also included restricting reservations on weekends unless a Special Event is approved.

Reservations

- Updated section to include individual reservation options for tennis and pickleball, as well as group reservations for league play for tennis.

Renter Information

- Updated information required from renter.
- Section revised for improved grammatical structure and readability to ensure content is clear.
- Added section for debit/credit card information for payment as well as damages and/or cleaning.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **SPORTS COURTS RESERVATION ~~POLICY~~RULES & APPLICATION**	NUMBER: 24	EFFECTIVE DATE: ~~NOVEMBER 7, 2022~~November 3, 2025	PAGE 1 OF ~~3~~2
	REVISED: ~~NOVEMBER 7, 2022~~November 3, 2025	APPROVED BY CITY MANAGER: ~~NOVEMBER 7, 2022~~November 3, 2025	
	SUPERSEDES: ~~OCTOBER 3, 2022~~November 7,2022	APPROVED BY CITY COUNCIL: ~~NOVEMBER 7, 2022~~November 3, 2025	

~~**The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**~~**Tennis and Pickleball courts may be reserved by the public, and reservations guarantee availability. Use of City facilities for profit-making purposes is strictly prohibited.**

Priority use of sports courts to be given by reservation.

1. Reservations may be made by contacting ~~Public Works~~the City of Tomball. ~~. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.~~Reserving parties are responsible for cleaning the courts immediately following their event. A fee will be assessed if City staff are required to perform cleanup.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless extended use has been approved in advance by the City Manager or designee. ~~previous arrangements are made.~~
10. Limit of four (4) ~~persons~~people per court, ~~3~~2-hour time limit.
11. Sports courts may not be reserved for a period exceeding four (4) months, and reservations cannot be made more than three (3) months in advance. ~~No more than 4 months reserved at one time, no more than 3 months in advance.~~
12. ~~11.~~ A maximum of three (3) tennis courts may be reserved at one time; at least one (1) court will remain available for public open play.
13. Reservations for courts will have a two-day reservation maximum per week.
14. ~~12.~~ Pickleball courts may only be reserved Monday ~~thru~~through Friday from 11:00 a.m. to 5:00 p.m. Weekends are designated for open play only, unless a Special Event is approved by City Council or the City Manager.
15. ~~13.~~ Tennis shoes must be worn at all times.
16. ~~14.~~ ~~No~~ R~~r~~oller skating, skate boarding, bicycling~~es~~, and ~~or~~ hockey ~~allowed~~ are prohibited on courts at ~~any~~ all time~~s~~.

☐Residency verification :_____(city staff)☐Facility Inspection Verification: (city staff)
(Resident must present City of Tomball Utility Bill for verification)

INDIVIDUAL RESERVATIONS – TENNIS:
☐ RESIDENT ☐ PER COURT-2 HOUR $5.00
☐ NON-RESIDENT ☐ PER COURT-2 HOUR $10.00

INDIVIDUAL RESERVATIONS – PICKLEBALL:
☐ RESIDENT ☐ PER COURT-2 HOUR $5.00
☐ NON-RESIDENT ☐ PER COURT-2 HOUR $10.00

GROUP RESERVATIONS (TENNIS COURTS):
☐RESIDENT GROUP FEE: $150.00/group-per season (4 mos.)
☐NON-RESIDENT GROUP FEE: $170.00/group- per season (4 mos.)
☐Spring-(Feb., Mar., Apr., May) ☐Fall-(Sept., Oct., Nov., Dec.)

Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
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~~⊟*RESIDENT ⊟PER COURT 2 HOURS $5.00~~

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT	NUMBER:	EFFECTIVE DATE:	PAGE 2 OF 3~~2~~
SPORTS COURTS RESERVATION ~~POLICY~~RULES & APPLICATION	24	November 3, 2025~~NOVEMBER 7, 2022~~	
	REVISED: ~~NOVEMBER 7, 2022~~November 3, 2025	APPROVED BY CITY MANAGER: ~~NOVEMBER 7, 2022~~November 3, 2025	
	SUPERSEDES: ~~OCTOBER 3, 2022~~November 7, 2022	APPROVED BY CITY COUNCIL: ~~NOVEMBER 7, 2022~~November 3, 2025	

Contact Person: _____

Email: _____ Phone: _____

~~Business Phone:~~ _____ ~~Home phone:~~ _____ ~~Fax:~~ _____

Home Address: _____ City: _____ St. _____ Zip: _____

I have read the Sports Court Rules and Regulations. I acknowledge that I am responsible for cleaning the courts after use. If the courts are not properly cleaned or are damaged, I agree to be financially responsible for any costs incurred by the City. I also understand that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation requests for myself or the organization I represent.

~~I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or have been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.~~

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

ACKNOWLEDGEMENT: I _____ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.

*Signature*_____*Date*: _____

Confirmation of Park Reservations by signature below only.~~!~~ Application subject to a ~~24-hour~~24-hour application review period prior to approval by the City ~~Administration~~.

City of Tomball: _____(City Staff) Date: _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION ~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~

~~Public Works Dept~~City of Tomball~~-~~
501 James ~~Street Tomball~~Street, Tomball, Texas, 77375~~-~~
Phone: (281) 290-1400~~,~~
~~after~~ After hours, Police ~~Dept~~Department~~.~~ Dispatch~~:~~ (281)~~-~~351-5451

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SUBJECT **SPORTS COURTS RESERVATION RULES & APPLICATION**	NUMBER: 24	EFFECTIVE DATE: November 3, 2025	PAGE 3 OF ~~2~~3
	REVISED: November 3, 2025	APPROVED BY CITY MANAGER: November 3, 2025	
	SUPERSEDES: November 7, 2022	APPROVED BY CITY COUNCIL: November 3, 2025	

Renters Information:

Organization: Type of Event (personal, league, special event):

Contact Person:

Email: Phone:

Address: City St. Zip:

Debit/ Credit Card Information:

Name on Card: Card Number:

Card Expiration: Security Code:

Address: City: St. Zip:

I have read the Sports Courts Rules and Regulations. I acknowledge that I am responsible for cleaning the courts after use. If the courts are not properly cleaned or are damaged, I agree to be financially responsible for any costs incurred by the City. I also understand that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent.

Signature: Date:

City of Tomball: (City Staff) Date:

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City of Tomball
SPORTS COURTS RESERVATION FORM
Rules and Regulations
(281)290-1400
Fax # (281) 351-4735
Office Hours 8:00am-5:00pm Park Hours 8:00am-10:00pm

The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.

Priority use of tennis courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 2 hour time limit.
11. Tennis Courts will be limited to 3 courts reserved at one time; 1 court will remain for open play.
12. Reservations for courts will have a two-day reservation maximum per week.
13. **Pickleball courts may only be reserved Monday thru Friday from 11 a.m. to 5 p.m.**
14. No more than 4 months reserved at one time, no more than 3 months in advance.
15. Tennis shoes must be worn at all times.
16. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

☐**Residency verification :_____(city staff)**

INDIVIDUAL RESERVATIONS:
☐ **RESIDENT ☐ PER COURT-2 HOUR $5.00**
☐ **NON-RESIDENT ☐ PER COURT-2 HOUR $10.00**

GROUP RESERVATIONS:
☐**RESIDENT GROUP FEE: $150.00/group per season (4 mos.)**
☐**NON-RESIDENT GROUP FEE: $170.00/group per season (4 mos.)**
☐**Spring (Feb., Mar., Apr., May) ☐Fall (Sept., Oct., Nov., Dec.)**

Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
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Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts: Total Due:_____

Contact Person:_____ Email:_____

Business Phone:_____ Home Phone:_____ Fax:_____

Home Address:_____ City:_____ St._____ Zip:_____

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or has been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

ACKNOWLEDGEMENT: I _____ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.

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*Signature*_____ *Date:* _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date:

KEEP THIS FORM WITH YOU AT THE PARK!!!!!

Public Works Department 501 James Street Tomball, Texas (281) 290-1400, after hours, Police Dept. Dispatch 281-351-5451

City of Tomball
SPORTS COURTS RESERVATION FORM
Rules and Regulations
(281)290-1400
~~**Fax # (281) 351-4735**~~
Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm

Tennis and Pickleball courts ~~**The general public**~~ **may be reserved by the public, and reservations guarantee availability. Use of City facilities for profit-making purposes is strictly prohibited.** ~~**tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**~~

Priority use of ~~tennis~~ sports courts to be given by reservation.

1. Reservations for use of the courts may be made by contacting ~~Public Works~~the City of Tomball. Reserving parties are responsible for cleaning the courts immediately following their event. A fee will be assessed if City staff are required to perform cleanup. ~~The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.~~
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m.~~,~~ unless ~~previous arrangements are made~~extended use has been approved in advance by the City Manager or designee.
10. Limit of four (4) ~~persons~~people per court, ~~2 hour~~2-hour time limit.
11. ~~Tennis Courts will be limited to 3 courts reserved at one time; 1 court will remain for open play.~~A maximum of three (3) tennis courts may be reserved at one time; at least one (1) court will remain available for public open play.
12. Reservations for courts will have a two-day reservation maximum per week.
13. Pickleball courts may only be reserved Monday ~~thru~~through Friday ~~from~~ between the hours of 11:00 a.m. ~~to~~ and 5:00 p.m. Weekends are designated for open play only, unless a Special Event is approved by City Council or the City Manager.
14. ~~No more than~~Reservation may not exceed four (4) consecutive months ~~reserved at one time,~~ and may be made no more than three (3) months in advance.
15. Tennis shoes must be worn at all times.
16. ~~No R~~roller skating, ~~skate boarding~~skateboarding, bicycling, and~~es or~~ hockey ~~allowed~~ are prohibited on courts at ~~any time~~all times.

☐ **Residency verification :_____(city staff)**

INDIVIDUAL RESERVATIONS – TENNIS:
☐ **RESIDENT** ☐ **PER COURT-2 HOUR $5.00**
☐ **NON-RESIDENT** ☐ **PER COURT-2 HOUR $10.00**

INDIVIDUAL RESERVATIONS – PICKLEBALL:
☐ **RESIDENT** ☐ **PER COURT-2 HOUR $5.00**
☐ **NON-RESIDENT** ☐ **PER COURT-2 HOUR $10.00**

GROUP RESERVATIONS (TENNIS COURTS):
☐**RESIDENT GROUP FEE: $150.00/group-per season (4 mos.)**
☐**NON-RESIDENT GROUP FEE: $170.00/group- per season (4 mos.)**
☐**Spring-(Feb., Mar., Apr., May)** ☐**Fall-(Sept., Oct., Nov., Dec.)**

Date Needed:_____Time:_____ Number of Courts:_____Total Due:_____
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Date Needed:_____Time:_____ Number of Courts:_____Total Due:_____
Date Needed:_____Time:_____ Number of Courts:_____Total Due:_____

Contact Person:_____

Email:_____Phone: _____

~~Business Phone:_____ Home Phone:_____Fax:_____~~

Home Address:_____City:_____St._____Zip:_____

I have read the ~~Tennis~~ Sports Court Rules and Regulations. ~~and understand~~ I acknowledge that I am responsible for ~~cleanup~~cleaning the courts after use. If the ~~Tennis Courts~~ courts are not properly cleaned ~~up~~ or ~~has been~~ are damaged, I agree to be financially responsible ~~will be subject to~~ for any costs incurred by the City. I ~~am~~ also understand that I am responsible ~~to make certain that~~ for ensuring all rules and regulations are followed, and ~~am aware~~ that any violation may result in denial of future reservation requests ~~the rules and regulations could prohibit future applications for reservations by~~ for myself ~~me~~ or the organization I ~~am~~ represent~~ing~~.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

ACKNOWLEDGEMENT: I _____ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.

*Signature*_____*Date*: _____

Confirmation of ~~Park~~ Sport Court Reservation~~s~~ by signature below only.~~:~~ Application subject to a ~~24 hour~~24-hour application review period prior to approval by the City ~~Administration~~.

City of Tomball: _____(City Staff) Date*:* _____

~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION

~~Public Works Department~~ City of Tomball

501 James Street-Tomball, Texas

~~-~~(281) 290-1400

~~,~~ A~~a~~fter hours, Police Dept. Dispatch:~~-~~ (281)~~-~~351-5451

Renters Information:

Organization:_____ Type of Event (personal, league, special event):_____

Contact Person:_____

Email:_____ Phone:_____

Address:_____ City:_____ St._____ Zip:_____

Debit/ Credit Card Information (for damage or cleaning):

Name on Card:_____ Card Number:_____

Card Expiration:_____ Security Code:_____

Address:_____ City:_____ St._____ Zip:_____

I have read the Sports Courts Rules and Regulations. I acknowledge that I am responsible for cleaning the courts after use. If the courts are not properly cleaned or are damaged, I agree to be financially responsible for any costs incurred by the City. I also understand that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent.

Signature:_____ Date:_____

City of Tomball: _____(City Staff) Date*:* _____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

Background:

In August 2019, the City of Tomball adopted an updated Rules and Regulations policy for City parks to establish clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that City parks are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included park hours, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, along with adjustments to reservation procedures, rules for specific amenities such as tennis and pickleball courts, and cleanup and damage responsibilities.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

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: Various

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 26

Plant Life

- Updated “shrub” to “shrubs”

Fires, Smoking

- Removed propane barbeque pits and replaced with charcoal barbeque pits.
- Section revised for improved grammatical structure and readability to ensure content is clear.

Glass Beverage Containers

- Added language to include prohibiting glass containers from all City parks.

Special Conditions/Restrictions Pertaining to the Use and Consumption of Alcoholic Beverages

- Updated section to include authorization of City Council for a Special Event for consumption of alcoholic beverages in the park.

Reservations

- Section revised for improved grammatical structure and readability to ensure content is clear.

Dumping and Littering

- Section revised for improved grammatical structure and readability to ensure content is clear.

Special Provisions

- General:
  - Updated language to prohibit piñatas and water recreation activities.
  - Updated language to allow water recreation activities at Park for special events approved by City Council, or as approved by the City Manager.
- Railroad Depot Gazebo:
  - Updated name to reflect gazebo only, as that is the only facilities that may be rented.
- Juergens Park:
  - Clarified that reservations apply to the pavilion only.
  - Specified that vehicles may not remain parked inside the park during a reservation.
- Jerry Matheson Park:
  - Clarified that reservations apply to the pavilion only.
  - Added requirement for reservations including pool use to contact the Pool Manager in advance to confirm availability.

Enforcement

- Added language to specify Parks Superintendent.

Severability

- Section revised for improved grammatical structure and readability to ensure content is clear.

Offenses

- Section revised for improved grammatical structure and readability to ensure content is clear.

Effective Date

- Revised section to remove the adopted and repeal date and clarify that the rules become effective upon City Council approval.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS**	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 1 OF 9
	REVISED: November 3, 2025	APPROVED BY CITY MANAGER: November 3, 2025	
	SUPERSEDES: August 5, 2019	APPROVED BY CITY COUNCIL: November 3, 2025	

RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS

Except as specifically noted, these Rules and Regulations apply to all parks located within the City of Tomball, unless given prior written approval by the City Manager or designee.

DEFINITIONS

As used in these Rules and Regulations:

a) **Abandon** means a person giving up custody of an animal without making arrangements for another person to assume custody.
b) **Alcoholic Beverage** means any beverage containing more than one-half of one percent (.5%) of alcohol by volume, which is suitable for use as a beverage, either alone or diluted.
c) **Animal** means a domesticated living creature (e.g., cat, dog, chicken, or rabbit) or a wild living creature previously captured.
d) **City Manager or designee** means any administrator of the City of Tomball authorized to make decisions on behalf of City Council.
e) **Explosive** means any chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion.
f) **Light truck** means any truck with a manufacturer's rated carrying capacity not to exceed two thousand (2,000) pounds and is intended to include those trucks commonly known as pickup trucks, panel delivery trucks, carryall trucks, and vans.
g) **Park** means a property owned, operated, or maintained by the City for recreation and enjoyment by the general public.
h) **Parks Superintendent** (Superintendent) means the individual named or designated as a Park Superintendent or Park Manager by the City Manager to which the rules are being applied.
i) **Peace Officer** means a peace officer as defined in Article 2.12 of the Texas Code of Criminal Procedure, as amended.
j) **Person** means any individual, group of individuals, organization, corporation, or other legal entity, but does not include the City.
k) **Pet** means a domesticated animal kept for pleasure rather than utility.
l) **Road** means any road maintained or controlled by the City for public passage for vehicles within a park.
m) **Special Event** means a non-routine organized activity intended for more than 100 individuals to share a common purpose as a group.
n) **Truck** means a motor vehicle designed, used, or maintained primarily to transport property.
o) **Vehicle** means every device in, upon, or by which any individual or property may be transported or drawn upon a road, except a device moved by human power.

p) **Weapon** means those objects defined as weapons or prohibited weapons in Chapter 46 of the Texas Penal Code.
q) **Wildlife** means living creatures that are neither human nor domesticated.

PARK USE

No person shall use a park, or any area or facility therein, for any purpose other than for the purpose for which it was designed or designated. Any activity that will disrupt the normal purpose of the park is prohibited.

PARK HOURS OF OPERATION

No person shall enter into or remain within a park at any time other than during such time as the park is open to the public as designated on the sign posted at or near the entrance of the park, unless given prior written approval by the City Manager or designee.

VEHICLES

(a) No person shall operate a vehicle within a park except on the roads or parking lots therein. Operation of a vehicle on the shoulder of the road will be permitted only if the driver is parking on the shoulder of the road or is driving a previously parked vehicle from the shoulder of the road to the paved portion of the road. This provision does not apply to park maintenance or patrol vehicles.
(b) No person shall operate a truck within a park, other than a light truck (e.g., pickup truck, panel delivery truck, carryall truck, or van) or a truck making deliveries of materials, supplies, and equipment purchased or rented by the City.
(c) No person shall operate a vehicle in a park at a speed in excess of the posted speed limit.
(d) No person shall cause a vehicle to be parked within a park, except in a designated parking area. Vehicles parked on the shoulder of a road in designated areas must be parked parallel to the road and shall not impede the flow of traffic.
(e) No person shall leave a vehicle within a park after-hours unless approval is granted by the City Manager or designee. Vehicles remaining within a park for which approval has not been granted will be towed at the owner's expense.

WILDLIFE

(a) No person shall willfully harm, harass, disturb, trap, confine, catch, possess, feed, hunt, release, or remove any wildlife within a park, without specific authority from the City Manager or designee.
(b) Fishing in accordance with State of Texas laws and regulations shall be permitted within all parks, except as specifically prohibited.

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PLANT LIFE

No person shall willfully destroy or remove any tree, ~~shrub~~shrubs, vine, wildflower, grass, fern, moss, leaves, cones, dead or downed wood, or any other plant life within a park without the consent of or under the direct supervision of the City Manager or designee.

FIRES, SMOKING

Except in designated areas, no person may light, build, or maintain a fire within a park other than within a camp stove or barbecue pit; only ~~propane~~ charcoal barbeque pits may be utilized ~~inside of~~in the parks. Smoking of tobacco products shall be confined to ~~those areas~~ designated smoking areas.~~for such in the park.~~

If a burn ban is in effect, no fires or smoking will be allowed, except during special events and in facilities with a preapproved fire prevention plan reviewed by the ~~City of~~ Tomball Fire Marshal.

WEAPONS

The constitution and laws of the State of Texas, and those of the United States of America, govern the possession of Weapons within a park.

EXPLOSIVES

No person may possess gunpowder or other combustibles, explosives, or fireworks within a park. This provision does not apply to gasoline and other petroleum products in fuel tanks of motor vehicles, propane or petroleum products intended to be used as fuel for cooking, or petroleum products used to power an electric generator.

ANIMALS

No person may bring into or possess in a park any animal other than a dog or domestic cat. Any person bringing a dog or domestic cat into a park shall keep the animal confined to a vehicle or secured by a leash not exceeding six (6) feet in length (including retractable leashes), maintain control of the animal at all times and maintaining a safe distance from people and other animals in the park.

No person shall abandon an animal in a park.

GLASS BEVERAGE CONTAINERS

No person shall use or possess any glass containers in any City park.

METAL DETECTORS

No person may bring into or possess in any park any metal detector unless the operator has specifically contracted with the City for survey, discovery, excavation, restoration, demolition, or study.

SPECIAL CONDITIONS/RESTRICTIONS PERTAINING TO THE USE AND CONSUMPTION OF ALCOHOLIC BEVERAGE

No person shall possess or consume an alcoholic beverage in a park, except in compliance with the special conditions and restrictions noted below:

(a) Alcoholic beverages may be consumed only if authorized by a Special Events Application and approved by City Council. ~~in the concessionaire's agreement or rental contract, or if approved by City Council.~~

RESERVATIONS

~~Any person may reserve a pavilion or other designated park facility (e.g., tennis courts, baseball fields) by completing the Park Reservation Application, in its entirety, and submitting it to the Public Works Administrative Assistant. Use of a pavilion or other park facility will be approved on a first come, first served basis. A deposit is not required for the reservation of the facilities but a credit card must be placed on file to be charged for any damages resulting from the reservation; cardholders will be contacted before any such charges are completed.~~

~~Upon verification of the completed application and required documents, if any, payment shall be made for the reservation of the City facility; rental fee is non-refundable. The park grounds are public areas and are not subject to rental; the City will not restrict others from entering the park as long as they are not within the rented area and interfering with renter's event.~~

~~Requests should be made at least ten (10) business days prior to the proposed use, but no person, except a concessionaire who has contracted with the City, shall be entitled to continuous, exclusive use of a park or park facility.~~

Pavilions and other designated park facilities (e.g., tennis courts and ~~,~~ pickleball courts) may be reserved by submitting a fully completed **Park Reservation Application or** Sports Court Reservation Application to the Public Works Administrative Assistant. Reservations are approved on a **first-come, first-served** basis.

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A deposit is not required; however, a valid credit card must be placed on file. The cardholder will be contacted prior to any charges assessed for damages resulting from the reservation.

Upon verification of the application and any required documents, payment of the applicable rental fee is due. Rental fees are **non-refundable**. The park grounds remain public space and are not subject to reservation. The City will not restrict general public access to areas outside of the rented facility, provided such access does not interfere with the reserved event.

Reservation requests should be submitted at least **ten (10) business days** prior to the proposed date of use. Continuous or exclusive use of a park or park facility is not permitted, except as provided in a concessionaire agreement authorized by the City.

USE OF LOUDSPEAKERS

The use of loudspeakers within a park shall be governed by sections 42.01(a)(5) and (c) of the Texas Penal Code, *Disorderly Conduct*, or as referenced in the City of Tomball Code of Ordinance Chapter 18, Article IV.

DUMPING AND LITTERING

~~The disposal of rubbish in any manner other than by depositing it in trash cans provided for this purpose; the willful destruction of or damage to or theft of City property; the creation of any hazard to persons or things; and the climbing upon plant bedding areas or any part of a public building are prohibited. No person shall bring into a park any trash, refuse, or waster material.~~

~~All litter and debris from an event must be disposed of from the rented area, landscaping and surrounding areas. If waste will not fit within the trash receptacles located at the reserved facility it must be removed.~~

The disposal of trash, refuse, or waste in any manner other than in designated receptacles is prohibited. Willful destruction, damage, or theft of City property, creating hazards to persons or property, and climbing on landscaping, plant beds, or public buildings are strictly prohibited. No outside trash, refuse, or waste material may be brought into a City park. Following an event, all litter and debris must be removed from the reserved area, surrounding grounds, and landscaping; if the volume of waste exceeds the capacity of onsite receptacles, the renter is responsible for removing the excess from the premises.

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SOLICITATIONS AND SALE OF GOODS AND SERVICES

The solicitation or sale of goods and services, or the seeking of donations for a cause, is prohibited unless the person receives the prior written approval of City Council.

CAMPING

No person shall engage in overnight camping in a park.

SPECIAL EVENTS

No person shall solicit for, hold, or sponsor a special event in a park or park facility without the prior written permission of the City Manager or designee, who shall require the provision of liability insurance, if needed, with the City named as insured.

In addition, the person or organization may be required to employ and have on site to provide security at least one uniformed Texas certified Peace Officer for the first 300 attendees or fraction thereof, and at least one additional such peace officer for each additional 250 attendees or fraction thereof, depending on the type and size of the special event. Security, as well as other details of the event, is to be coordinated with the appointed department as determined by the City facility being utilized. All special events must meet with the City Special Events Team, unless otherwise directed by City staff. Applicants requesting to use a City park facility for a special event that is intended to raise money must provide proof of 501 (c) (3) nonprofit tax exemptions and/or Medical Trust Fund Documents from bank. Admission cannot be charged and solicitation of park users who are not participating in the event is not allowed, unless the person or organization receives the prior written consent of City Council.

SPECIAL RULES FOR SPECIFIC PARK FACILITIES

Each park facility may develop rules and regulations that address problems specific to that facility, which shall be in writing and approved by City Council. All persons shall comply with the rules and regulations posted for individual facilities or special events.

SPECIAL PROVISIONS

The following special provisions apply only to the ~~parks designated~~designated parks:

- *All City Parks*:
  - No unaccompanied children under the age of 12.
  - Weddings and parties are allowed with approval through reservation. All party favors containing paper, confetti, rice, silly string, glitter or other filling which is designed to pop/break/shatter or otherwise burst and litter are prohibited.
  - A person may not operate a drone or model aircraft in a park except in a specifically designated area, and the drone or model aircraft must remain in the operator's line of sight.
  - Generators, balloons, and/or moonwalks allowed; moonwalks shall require Liability Insurance from the company supplying the equipment with the City listed as an additional insured.
  - ~~o~~ Piñatas or water recreation activities are ~~not allowed in parks unless for special events or as approved by City Council or staff.~~prohibited for all City parks.
  - No loud or abusive language.
  - Bicycles, skates, and skateboards ~~allowed~~are allowed, except on courts.
  - Pets allowed.
  - No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
  - Items are prohibited from being driven or staked into the ground.
- *Railroad Depot ~~Plaza &~~ Gazebo:*
  - Reservations are for the Gazebo only.
  - Renters must provide their own tables and chairs.
- *Juergens Park:*
  - Reservations are for the pavilion only.
  - Renters may obtain keys to the interior of the park but area is to be used for temporary access for setup and clean up, no cars shall remain parked during the reservation~~.~~
- *Jerry Matheson Park*
  - Reservation is for the pavilion only.
  - Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.
- *Theis Attaway Nature Center:*
  - Catch and Release Fishing only.
  - No cast nets permitted.

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RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS		~~8/5/2019~~ November 3, 2025	
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- *Broussard Community Park:*
  - Catch and Release Fishing only.
  - No cast nets permitted.
  - Soccer fields are maintained through a contract and if not in use by league soccer are open to the public and may not be rented.

PARK SIGNS

All persons shall comply with signs and markers installed, or caused to be installed, in the parks.

EFFECT ON EXISITING LAW

These Rules and Regulations are supplementary to all applicable federal, state, and municipal laws and do not replace or override any such provisions in effect within the park.

ENFORCEMENT

The Parks Superintendent or his designee shall be authorized to remove any person who violates any of these Rules and Regulations from the park. In addition to removal from the park, charges may be filed against a violator under subsections of the Texas Penal Code or City of Tomball Code of Ordinances.

SEVERABILITY

~~The provisions of these Rules and Regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these Rules and Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the City Council that these Rules and Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.~~

The provisions of these Rules and Regulations are severable. If any part is found to be invalid or unconstitutional, the remaining provisions shall continue in full force and effect. It is the intent of the City Council that these Rules and Regulations would have been adopted even without the invalid portion.

AMENDMENTS

These Rules and Regulations may be amended at any time at the discretion of the City Council.

POSTING

These Rules and Regulations shall be posted on the City website.

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 9 OF 9
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OFFENSES

~~In accordance with the~~Pursuant to the Texas Penal Code and City of Tomball Code of Ordinances, any violation of these Rules and Regulations may be ~~punishable~~subject to penalty.

EFFECTIVE DATE

These Rules and Regulations shall become effective ~~on August 5, 2019~~upon approval by the City Council. All previously adopted rules and regulations are superseded and repealed ~~effective the same date~~.

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Workshop Discussion Only – Approve Resolution No. 2025-54, a Resolution of the City of Tomball, Texas approving updates to the Fiscal Year 2025-2026 Master Fee Schedule.

Background:

In August 2025, the City of Tomball adopted the fiscal year 2025-2026 Master Fee Schedule that incorporates City fees, fines, permits, utility rates and other charges for services. Following adoption staff identified the need for clarifications and changes to certain sections.

A redlined version and clean version of the Master Fee Schedule are attached for City Council review. Below is a high-level summary of the changes proposed.

Proposed Changes to the Master Fee Schedule

- **Development Permits, Inspections & Fees**
  - Engineering Fees
    - Updated minimum Civil plan review fee to match the per acre fee
  - Water Tap Fees
    - Added a section for "Water Meter Installation Fees" for commercial taps
  - Natural Gas Tap Fees
    - Added a section for "Gas Meter Installation Fees" for commercial taps
- **Parks & Facility Rentals**
  - Tennis & Pickleball Court Rentals
    - Updated section to "Sports Court Rentals"
    - Added clarification specifying which courts are available for Individual and League rentals

Origination: Project Management

Recommendation:

Staff recommends approving Resolution No. 2025-54, approving updates to the Fiscal Year 2025-2026 Master Fee Schedule.

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: Various

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

RESOLUTION NO. 2025-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING UPDATES TO THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2025-2026.

* * * * * * * * *

WHEREAS, the Tomball City Council desires to enhance government transparency through the adoption of a Master Fee Schedule for the convenience of the public; and

WHEREAS, the Tomball City Council finds it advantageous to adopt changes to the Master Fee Schedule for Fiscal Year 2025-2026, to provide easier access to information regarding City services and associated fees for Tomball residents and commercial interests; and

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Resolution are true and correct.

Section 2. Updates to the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2025-2026 is hereby adopted, a copy of which is attached hereto as a Exhibit A and incorporated herein. The revised Master Fee Schedule shall become effective immediately upon its approval by the City Council of the City of Tomball.

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

PASSED, APPROVED, AND RESOLVED this ___ day of November 2025.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)	
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.	
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.	
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.	
Credit Card Processing Fee	
The City charges a processing fee of four percent (4%) on all credit card transactions.	
Nonsufficient Funds Fee	
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.	
Notary Public Fees	
Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00
Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)	
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.	

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees
A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length. (1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight. (2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published. (3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record. (4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.
Notification Fee
(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee. (2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules. (3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)	
City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)		
Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission	$2,500.00		
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees				
Rentals for Monday through Friday (until 3 p.m.) Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00
Kitchen Rental Fee				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
Community Center Fee Waiver Policy				
The following groups shall have their rental fees waived: • Tomball-based nonprofit youth organizations who provide proof of nonprofit status The following Tomball-based groups and organizations may request a waiver of fees from the City: • Group/organization generates sales tax dollars for Tomball • Group/organization supports City functions, events or programs • Group/organization is a nonprofit benefitting the City of Tomball in some manner				
Deposits for Rentals				
All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.				

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's solid waste provider is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

Wired Telecommunications Services – Provider License Fees
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60 th day following the written notice.

[3] Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than $20.00 per year per service pole.

[4] A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to $28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

(1) Install its own transport facilities as provided in this section; or

(2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than $28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

(c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.

(d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.

(e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.

(f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

Summary of Proposed Changes – Master Fee Schedule Update

Development Permits, Inspections & Fees

- Engineering Fees – Civil Plan Review Fee
  - Minimum fee increased to $225
    - Matches the per acre review fee
- Water Tap Fees
  - Added a new fee for “Water Meter Installation Fees” for commercial taps
    - Commercial developments are required to install their own taps by adding the new fee we limit the additional cost to meter installation only
- Natural Gas Tap Fees
  - Added a new fee for “Gas Meter Installation Fee” for commercial taps
    - Commercial developments are required to install their own taps by adding the new fee we limit the additional cost to meter installation only

Parks & Facility Rentals

- Tennis & Pickleball Court Rentals
  - No Fee Change – wording updated for consistency and clarification
    - Section renamed to “Sports Court Rentals”
    - Added clarification specifying which courts are available for Individual and League rentals based on current practices

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)	
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.	
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.	
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.	
Credit Card Processing Fee	
The City charges a processing fee of four percent (4%) on all credit card transactions.	
Nonsufficient Funds Fee	
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.	
Notary Public Fees	
Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00
Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)	
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.	

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees

A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.

(1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.

(2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published.

(3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.

(4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.

Notification Fee

(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.

(2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.

(3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)

City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)

Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		$2,500.00	
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees

Rentals for Monday through Friday (until 3 p.m.)
Rates listed per hour; 2-hour minimum rentals required

Renter	*Room A*	*Room B*	*Room C*	*Room D*
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00

Rentals for Friday (after 3 p.m.), Saturday, and Sunday
Rates listed per hour; 2-hour minimum rentals required

Renter	*Room A*	*Room B*	*Room C*	*Room D*
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00

Kitchen Rental Fee

Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.

Community Center Fee Waiver Policy

The following groups shall have their rental fees waived:

- Tomball-based nonprofit youth organizations who provide proof of nonprofit status

The following Tomball-based groups and organizations may request a waiver of fees from the City:

- Group/organization generates sales tax dollars for Tomball
- Group/organization supports City functions, events or programs
- Group/organization is a nonprofit benefitting the City of Tomball in some manner

Deposits for Rentals

All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's solid waste provider is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

Wired Telecommunications Services – Provider License Fees

(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60 th day following the written notice.

[3] Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than $20.00 per year per service pole.

[4] A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to $28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

(1) Install its own transport facilities as provided in this section; or

(2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than $28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

(c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.

(d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.

(e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.

(f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.
Credit Card Processing Fee
The City charges a processing fee of four percent (4%) on all credit card transactions.
Nonsufficient Funds Fee
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.
Notary Public Fees

Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00

Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees

A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.

(1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.

(2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published.

(3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.

(4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.

Notification Fee

(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.

(2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.

(3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)

City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)

Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		$2,500.00	
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $~~101~~225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

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Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$~~3,700.00~~4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

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Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees				
Rentals for Monday through Friday (until 3 p.m.) Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00

Kitchen Rental Fee

Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.

Community Center Fee Waiver Policy

The following groups shall have their rental fees waived:

- Tomball-based nonprofit youth organizations who provide proof of nonprofit status

The following Tomball-based groups and organizations may request a waiver of fees from the City:

- Group/organization generates sales tax dollars for Tomball
- Group/organization supports City functions, events or programs
- Group/organization is a nonprofit benefitting the City of Tomball in some manner

Deposits for Rentals

All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
~~Tennis & Pickleball~~ Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

~~Additionally, if a meter is desired for bulk sales, a deposit of $1,000.00 will be required. Bulk water sales will also be charged applicable administrative fees and the NHCRWA fees.~~

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's solid waste provider ~~for FY 2024-2025~~ is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

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6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

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Wired Telecommunications Services – Provider License Fees
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.
[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60 th day following the written notice.
[3] Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than $20.00 per year per service pole.
[4] A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to $28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:
(1) Install its own transport facilities as provided in this section; or
(2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than $28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

(c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.

(d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.

(e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.

(f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 10/20/2025

Topic:

Proclamation – Designating November 3th – 7th, 2025 as "2025 Municipal Court Week"

Background:

Origination: Mayor

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Maria Morris, Court Administrator

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

.

WHEREAS, Municipal Courts Week is a wonderful opportunity to recognize the essential work of local courts and raise public awareness of the important role these courts and their personnel play within our criminal justice system and our communities. It is most appropriate that we recognize the accomplishments of the 952 Texas Municipal Courts and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior; and

WHEREAS, Municipal Courts are instrumental in maintaining public safety and enhancing the quality of life in Texas communities, ensuring a high level of traffic safety for our citizens; and

WHEREAS, more people interact with Municipal Courts than with all other Texas Courts combined, meaning public perception of the Texas Judicial System is largely shaped by experiences in Municipal Court; and

WHEREAS, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and

WHEREAS, the Municipal Judges, Prosecutors, Court Clerks, bailiffs and other personnel are committed to maintaining neutrality and impartiality, providing fair service to all. They continue to strive to improve the administration of justice through professional development programs, seminars, and annual meetings supported by state and local organizations.

NOW, THEREFORE, I, LORI KLEIN QUINN, Mayor of the City of Tomball, do hereby proclaim the week of **November 3 through November 7, 2025 as**:

"Municipal Court Week"

and further extend appreciation to all Texas Municipal Judges, Prosecutors, bailiffs, and court support personnel for the vital services they perform and their exemplary dedication to our community. I call upon all residents of Tomball to join with the City Council to recognize the vital service of the Tomball Municipal Court Judges, as well as our Court staff, for their essential contribution and dedication to our community.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Upcoming events:

- October 21, 2025 – 2025 TEDC Economic Outlook Luncheon from 11 a.m. – 1 p.m. at Lone Star College-Tomball (30555 Tomball Pkwy)
- October 25, 2025 – Cancer Kiss My Cooley 5k & Superhero Kids Dash from 6:30 – 11 a.m. near Paradigm Brewery
- November 1, 2025 – Depot Day Fall Fest from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd)
- November 8, 2025 – Tidy Up Tomball from 8:00 – 11:30 a.m. at First Baptist Church Parking Lot (407 Houston St)
- November 8, 2025 – 2nd Saturday at the Depot from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- November 13, 2025 – Kaffeeklatsch Holiday Special from 11:30 a.m. – 1:00 p.m. at Tomball Community Center
- November 20, 2025 – Let's Talk! from 5:00 – 7:30 p.m. at Tomball Community Center

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve, on Second Reading, Resolution No. 2025-51-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Cheddar's Casual Café, Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $164,463.00.

Background:

On September 23, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Cheddar's Casual Café, Inc., for assistance with infrastructure costs related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2025-51-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-51-TEDC on First Reading

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: October 6, 2025

SUBJECT: Cheddar's Casual Café, Inc.

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Marty Wilson, Manager, Darden Restaurants, Inc., for assistance with infrastructure costs related to the development of a proposed full-service restaurant.

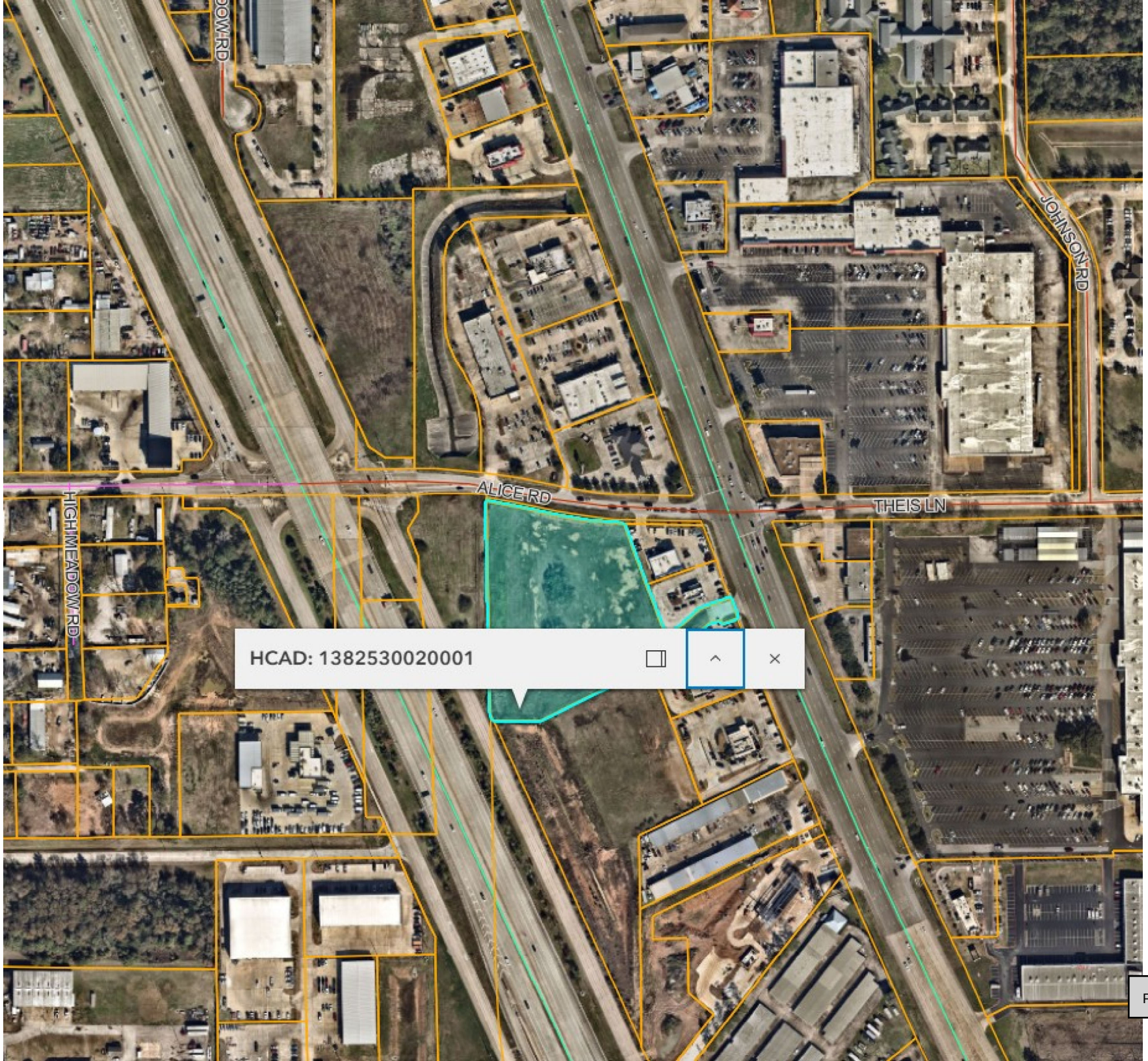
Cheddar's Casual Cafe, Inc. proposes to develop approximately 2.14 acres located at FM 249 and Alice Road, Tomball, Texas 77375. The development will consist of a 6,181 square-foot full-service restaurant. Cheddar's is part of Darden's family of restaurants, which features some of the most recognizable and successful brands of full-service dining. Their restaurants participate in the Darden Harvest program which offers an alternative to discarding food and a mechanism for getting fresh and healthy food to people who need it. The estimated capital investment for the project is $5.6 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately $1,096,420.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $559,461.00.

If the agreement between the TEDC and Cheddar's Casual Cafe, Inc. is approved as a Project of the Corporation, the grant funding amount will not exceed $164,463.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.


ALICE RD
THEIS LN
JOHNSON RD
HIGHMEADOW RD
HCAD: 1382530020001

August 5, 2025

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, Texas 77375

Re: Proposed Darden Restaurants, Inc. Development Projects

Dear Tiffani,

Thank you for allowing us to share potential expansion plans for Darden Restaurants, Inc. ("Darden") to build a new Olive Garden and Cheddar's Scratch Kitchen in Tomball, TX at FM 249 & Alice Road[1]. We are writing to request that Tomball assist Darden in its economic expansion by helping to identify local assistance that might be available to businesses such as ours. In particular, we are interested in Targeted Infrastructure Grants to assist with related infrastructure costs[2] and address associated financial hurdles[3]. Darden expects to purchase the proposed sites and complete all necessary site development and construction. However, the high development costs for both Tomball projects have created significant cost gaps that we respectfully request be addressed via incentives.

The Darden family of restaurants features some of the most recognizable and successful brands in full-service dining: Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, Ruth's Chris Steakhouse, Yard House, Chuy's. The Capital Grille, Seasons 52, Bahama Breeze, and Eddie V's. Our people equal our success, and we are proud to employ 195,000 team members in more than 2,100 restaurants. Together, we create memorable experiences for 360 million guests in hundreds of communities across North America.

Darden is committed to enhancing the quality of life in the communities where we do business through philanthropic support and volunteer involvement. Since 1995, the Darden Foundation has awarded more than $86 million in grants to hundreds of local and national nonprofit organizations, including the National Restaurant Association Educational Foundation (NRAEF), American Red Cross, and Feeding America.

Furthermore, the Darden Harvest program offers an alternative to discarding food – and a mechanism for getting fresh and healthy food to people who need it as demonstrated in the CBS News segment, "Major Chains Putting Unused Fresh Food Towards A Good Cause". Each day, across every one of our restaurants, we "harvest" surplus, wholesome food that isn't served to guests and we safely prepare it for donation. Since the program's inception, more than 145 million pounds of food – including more than 5.9 million pounds of food in fiscal 2025 alone.

[1] A site plan of both concepts is attached hereto as Exhibit A.
[2] A list of relevant infrastructure costs is attached hereto as Exhibit B.
[3] A demonstration of the cost gap relative to other recent projects is attached hereto as Exhibit C.

Darden Harvest also diverts millions of pounds of surplus food from waste streams every year, making it a key part of our strategy to one day send zero waste to landfills. The Olive Garden and Cheddar's restaurants in nearby Spring and Cypress, TX have donated more than 27,600 pounds of food valued at over $230,000 since 2019, with the majority benefiting the National Association of Christian Churches, Familytime Crisis & Counseling Center, and New Beginnings Community Outreach.

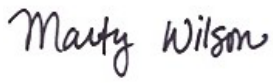
Darden Restaurants' decision of where to locate depends on many factors. Customer base, operating costs, as well as return-on-investment are studied to make the best decision for Darden and its loyal customers. Because Tomball provides such great opportunities for businesses to expand and create new jobs, Darden is seriously considering building an Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road.

The value added to Tomball resulting from Darden's expansion can be immediately measured by the economic benefit to its citizens through employment opportunities; infrastructure and building expenditures; and the aesthetic development of the location. There will be additional benefits created by any peripheral support such as the replacement of inventory, maintenance and repairs to the facility, and other support services as required.

Tomball's economic development programs were enacted to attract new businesses to invest in the community, provide means for its citizens to earn income, and promote a goal of community wealth creation and improved quality of life. We believe Darden's expansion will exceed these objectives, and for the reasons stated above, we request that Tomball consider assisting the project.

On behalf of Darden Restaurants, Inc., thank you for your time and consideration. We look forward to working with you to hopefully make Tomball's next Darden restaurant a reality. Please contact me at (407) 245-6892 or Austin Arnold with Ryan, LLC at (865) 438-0606 with any questions or concerns.

Sincerely,



Marty Wilson

Cc: Matt Lowell, Ryan LLC
Austin Arnold, Ryan LLC

Exhibit A

The image below displays the anticipated site plan for both the Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road, Tomball, TX.

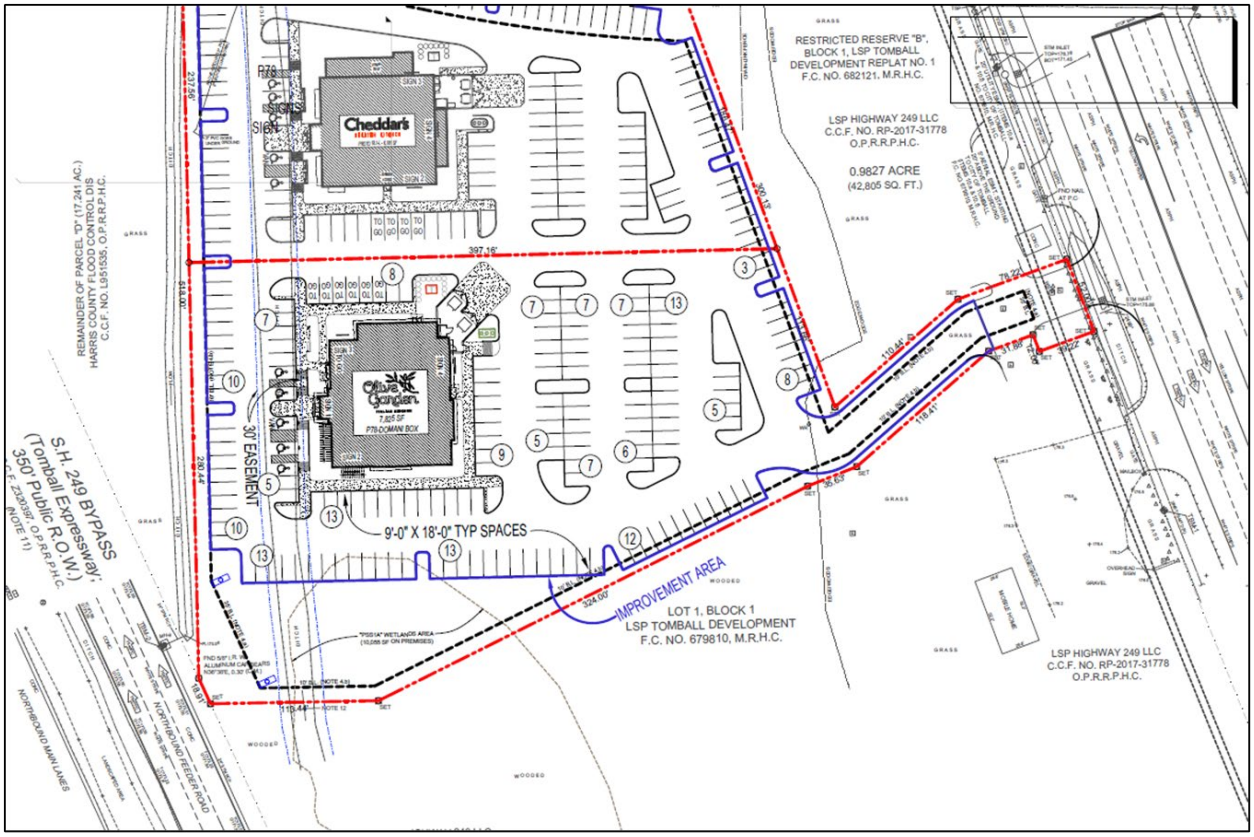


Exhibit B

The following tables provide a breakdown of the estimated infrastructure costs for each project.

Darden - Olive Garden - Tomball, TX

Targeted Infrastructure	Cost
Site Preparations	$ 247,574
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 120,314
Total	**$ 1,097,512**

Darden - Cheddar's - Tomball, TX

Targeted Infrastructure	Cost
Site Preparations	$ 247,190
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 119,606
Total	**$ 1,096,420**

Ms. Tiffani Wooten
August 5, 2025

Exhibit C

Darden is considering the purchase of the proposed sites shown in Exhibit A, with plans to complete all necessary site development and construction.

The table below compares five recent Darden projects where, as in Tomball, the Company was responsible for all site work. The estimated cost gaps for both Tomball projects present a potential barrier to development.

	Tomball, TX	Tomball, TX	Site 1	Site 2	Site 3	Site 4	Site 5
Brand	Olive Garden	Cheddar's	Olive Garden	Olive Garden	Olive Garden	Olive Garden	Cheddar's
State	TX	TX	TX	TX	TX	NC	TX
Open Year	2026	2026	2024	2024	2026	2025	2026
On-site Landlord Work	None	None	None	Rough grade site	Rough grade site	None	None
Parcel Size	2.14 acres	2.14 acres	1.76 acres	1.88 acres	1.97 acres	2.11 acres	1.94 acres
Est. Cost	$ 1,097,512	$ 1,096,420	$ 692,000	$ 906,000	$ 850,000	$ 593,000	$ 723,000

Average of Other Sites	$ 752,800
Tomball (Olive Garden) Cost Gap	$ (344,712)
Tomball (Cheddar's) Cost Gap	$ (343,620)

Cheddars Restaurant - Impact Report

TOMBALL ECONOMIC DEVELOPMENT CORP.

Scenario 1 with Client Data

Project Type: Recruitment
Industry: Food
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Jobs	40.0	7.0	**47.0**
Annual Salaries/Wages	$1,331,200	$419,808	**$1,751,008**
Salaries/Wages over 10 Years	$6,927,618	$2,184,697	**$9,112,315**
Taxable Sales/Purchases in City of Tomball	$23,370,641	$27,309	**$23,397,950**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	1.2	0.2	**1.4**
New residents in City of Tomball	3.1	0.5	**3.7**
New residential properties constructed in City of Tomball	0.2	0.0	**0.2**
New students to attend local school district	0.6	0.1	**0.7**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

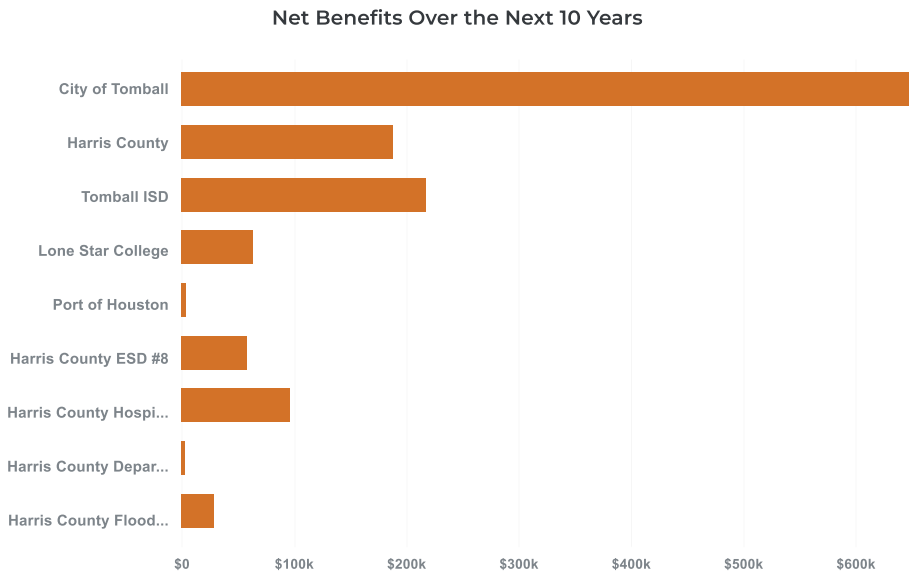
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON_RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$64,867	$0	$4,300,000	$1,300,000	$30,000	*$5,630,000*	**$5,694,867**
2	$66,165	$0	$4,386,000	$1,170,000	$30,600	*$5,586,600*	**$5,652,765**
3	$67,488	$0	$4,473,720	$1,040,000	$31,212	*$5,544,932*	**$5,612,420**
4	$68,838	$0	$4,563,194	$910,000	$31,836	*$5,505,031*	**$5,573,868**
5	$70,214	$0	$4,654,458	$780,000	$32,473	*$5,466,931*	**$5,537,146**
6	$71,619	$0	$4,747,547	$650,000	$0	*$5,397,547*	**$5,469,166**
7	$73,051	$0	$4,842,498	$520,000	$0	*$5,362,498*	**$5,435,549**
8	$74,512	$0	$4,939,348	$390,000	$0	*$5,329,348*	**$5,403,860**
9	$76,002	$0	$5,038,135	$260,000	$0	*$5,298,135*	**$5,374,138**
10	$77,522	$0	$5,138,898	$260,000	$0	*$5,398,898*	**$5,476,420**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$1,099,144	($451,552)	$647,592	$545,574
Harris County	$272,176	($83,540)	$188,636	$146,208
Tomball ISD	$588,338	($370,328)	$218,010	$168,759
Lone Star College	$63,763	$0	$63,763	$49,321
Port of Houston	$3,644	$0	$3,644	$2,819
Harris County ESD #8	$57,928	$0	$57,928	$44,808
Harris County Hospital District	$96,877	$0	$96,877	$74,935
Harris County Department of Education	$2,844	$0	$2,844	$2,200
Harris County Flood Control	$29,019	$0	$29,019	$22,447
Total	**$2,213,733**	**($905,420)**	**$1,308,313**	**$1,057,071**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

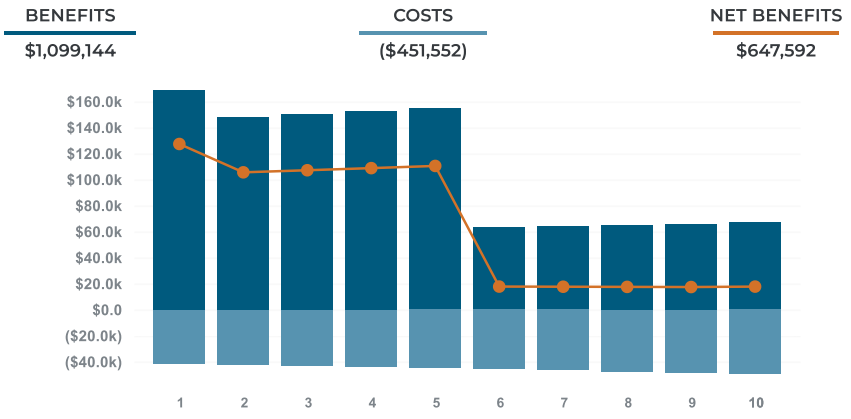
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$164,463	$164,463
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$164,463**	**$164,463**

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

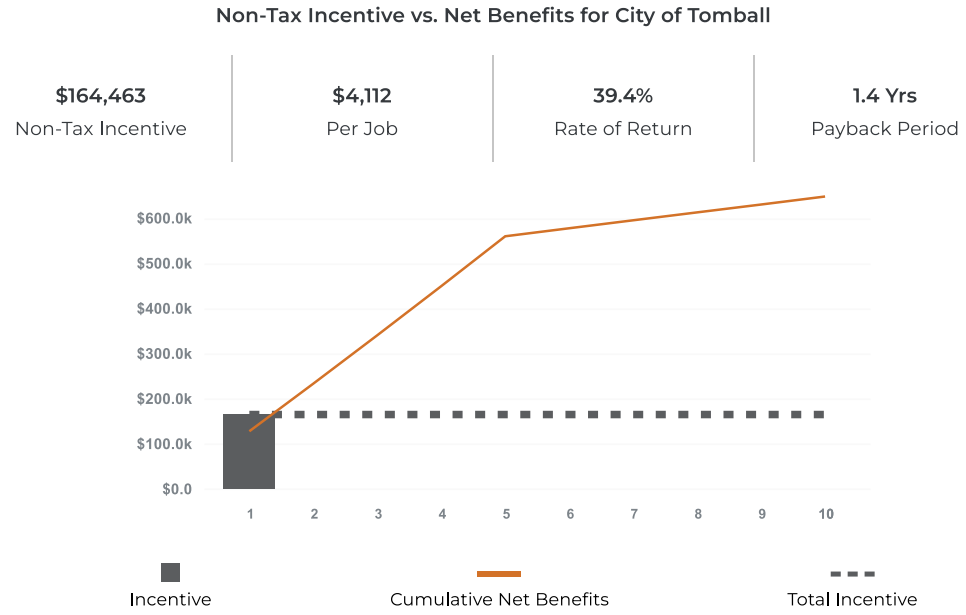
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$465,681	$2,278	$467,959
Real Property Taxes	$158,373	$0	$158,373
FF&E Property Taxes	$24,487	$0	$24,487
Inventory Property Taxes	$525	$0	$525
New Residential Property Taxes	$0	$2,389	$2,389
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$259,289	$22,424	$281,714
Utility Franchise Fees	$14,892	$1,283	$16,174
Miscellaneous Taxes and User Fees	$135,777	$11,745	$147,522
Benefits Subtotal	**$1,059,024**	**$40,119**	**$1,099,144**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($130,083)	($11,220)	($141,302)
Cost of Utility Services	($285,569)	($24,680)	($310,249)
Costs Subtotal	**($415,651)**	**($35,900)**	**($451,552)**
Net Benefits	**$643,373**	**$4,219**	**$647,592**

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

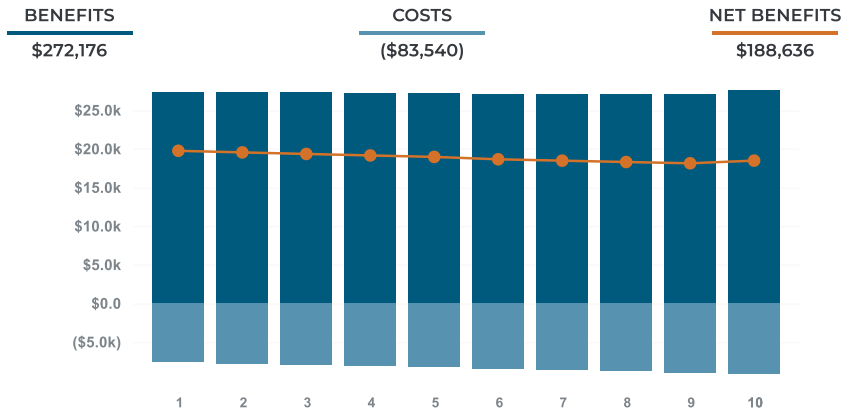


Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$181,409	$0	$181,409
FF&E Property Taxes	$28,049	$0	$28,049
Inventory Property Taxes	$602	$0	$602
New Residential Property Taxes	$0	$18,260	$18,260
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$24,527	$19,329	$43,856
Benefits Subtotal	**$234,587**	**$37,589**	**$272,176**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($46,865)	($36,675)	($83,540)
Costs Subtotal	**($46,865)**	**($36,675)**	**($83,540)**
Net Benefits	**$187,722**	**$914**	**$188,636**

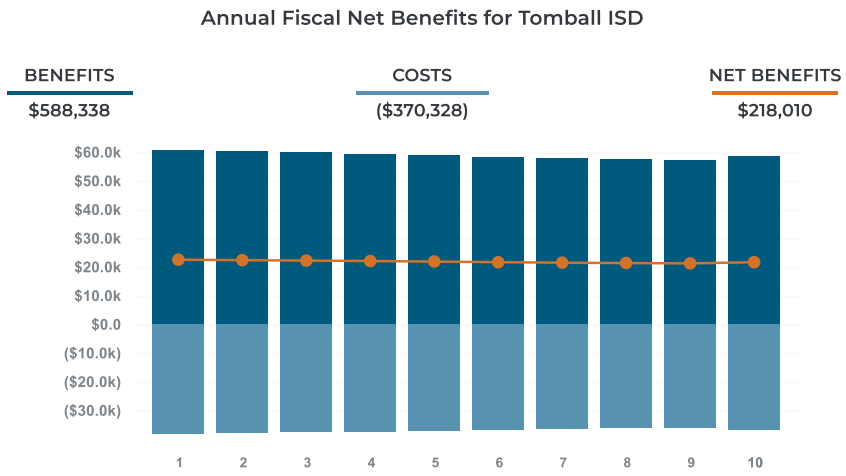
Annual Fiscal Net Benefits for Harris County



Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

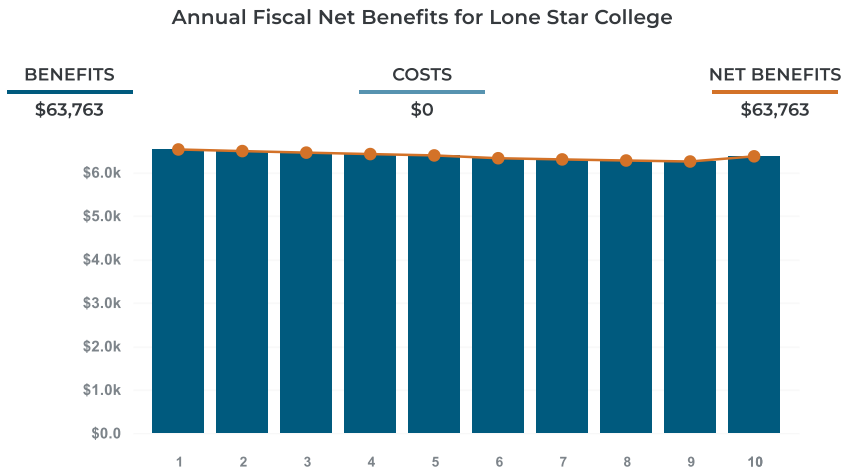
NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$500,454	$0	$500,454
FF&E Property Taxes	$77,379	$0	$77,379
Inventory Property Taxes	$1,659	$0	$1,659
New Residential Property Taxes	$0	$2,099	$2,099
Addtl. State & Federal School Funding	$0	$6,747	$6,747
Benefits Subtotal	**$579,492**	**$8,845**	**$588,338**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($5,671)	($5,671)
Reduction in State School Funding	($363,342)	($1,316)	($364,658)
Costs Subtotal	**($363,342)**	**($6,986)**	**($370,328)**
Net Benefits	**$216,151**	**$1,859**	**$218,010**



Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

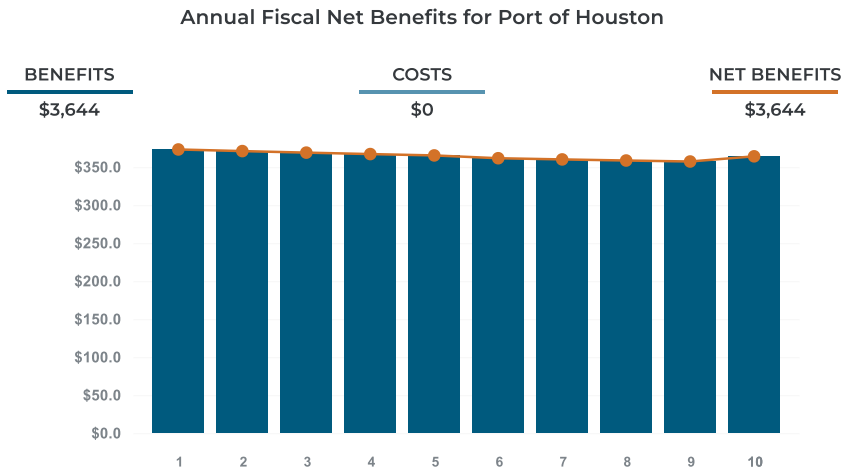
NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$50,662	$0	$50,662
FF&E Property Taxes	$7,833	$0	$7,833
Inventory Property Taxes	$168	$0	$168
New Residential Property Taxes	$0	$5,099	$5,099
Benefits Subtotal	**$58,663**	**$5,099**	**$63,763**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$58,663**	**$5,099**	**$63,763**



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

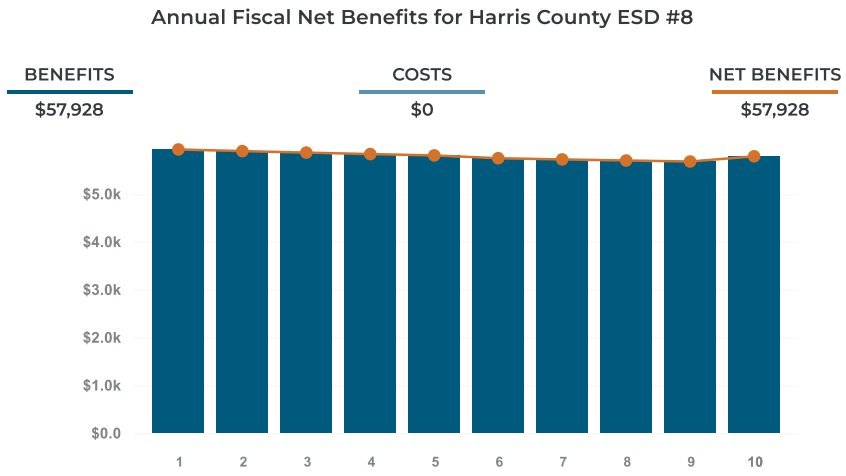
NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,896	$0	$2,896
FF&E Property Taxes	$448	$0	$448
Inventory Property Taxes	$10	$0	$10
New Residential Property Taxes	$0	$291	$291
Benefits Subtotal	**$3,353**	**$291**	**$3,644**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$3,353**	**$291**	**$3,644**



Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$46,026	$0	$46,026
FF&E Property Taxes	$7,116	$0	$7,116
Inventory Property Taxes	$153	$0	$153
New Residential Property Taxes	$0	$4,633	$4,633
Benefits Subtotal	**$53,295**	**$4,633**	**$57,928**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$53,295**	**$4,633**	**$57,928**



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$76,973	$0	$76,973
FF&E Property Taxes	$11,901	$0	$11,901
Inventory Property Taxes	$255	$0	$255
New Residential Property Taxes	$0	$7,748	$7,748
Benefits Subtotal	**$89,129**	**$7,748**	**$96,877**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$89,129**	**$7,748**	**$96,877**

Annual Fiscal Net Benefits for Harris County Hospital District

Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,260	$0	$2,260
FF&E Property Taxes	$349	$0	$349
Inventory Property Taxes	$7	$0	$7
New Residential Property Taxes	$0	$227	$227
Benefits Subtotal	**$2,616**	**$227**	**$2,844**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$2,616**	**$227**	**$2,844**

Annual Fiscal Net Benefits for Harris County Department of Education

Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$23,057	$0	$23,057
FF&E Property Taxes	$3,565	$0	$3,565
Inventory Property Taxes	$76	$0	$76
New Residential Property Taxes	$0	$2,321	$2,321
Benefits Subtotal	**$26,698**	**$2,321**	**$29,019**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$26,698**	**$2,321**	**$29,019**

Annual Fiscal Net Benefits for Harris County Flood Control

Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

722511 FULL_SERVICE RESTAURANTS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.1762
Earnings Multiplier	(Type II Direct Effect)	1.3154

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

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

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Cheddar's Casual Café, Inc.,** a Delaware corporation (the "Company"), 1000 Darden Center Dr., Orlando, FL 32837.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 2.14-acre tract of land within the City, located at TX-249 & Alice Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Five Million Six Hundred Thousand Dollars ($5,600,000) to construct a 6,181 square foot full-service restaurant (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

DRAFT

WHEREAS, the Company also proposes to create forty (40) new full-time and full-time equivalent ("FTE") employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred Sixty-Four Thousand Four Hundred and Sixty-Three Dollars ($164,463.00), or an amount equal to up to Fifteen percent (15%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 6,181 square-foot full-service restaurant (the "Improvements") identified and described in Exhibit "B," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this

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Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 365 days from the date of this Agreement (the "Start Date"), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within twenty-four (24) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof, once completed, will be occupied and that the full-service restaurant will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or lessee of the Improvements 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 under the law to be employed in that manner in the United States.

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5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred Sixty-Four Thousand Four Hundred and Sixty-Three Dollars ($164,463.00), or an amount equal to up to fifteen percent (15%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with

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interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

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If to Company: Olive Garden Holdings, LLC
1000 Darden Center Drive
Orlando, FL 32837
Attn: Marty Wilson
Assistant Treasurer, Cheddar's Casual Café, Inc.

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

DRAFT

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2025 (the "Effective Date").

Cheddar's Casual Café, Inc.

By: _____
Name: Angela Simmons
Title: President

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Lisa Covington
Title: President, Board of Directors

DRAFT

ATTEST:

By: _____
Name: Bill Sumner
Title: Secretary, Board of Directors_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2025, by Angela Simmons, President, Cheddar's Casual Café, Inc. for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2025, by Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

DRAFT

Exhibit A

Legal Description of Property

RES A BLK 1
LSP TOMBALL DEVELOPMET R/P

Exhibit B

Description of Improvements

Construction of a 6,181 square foot full-service restaurant.

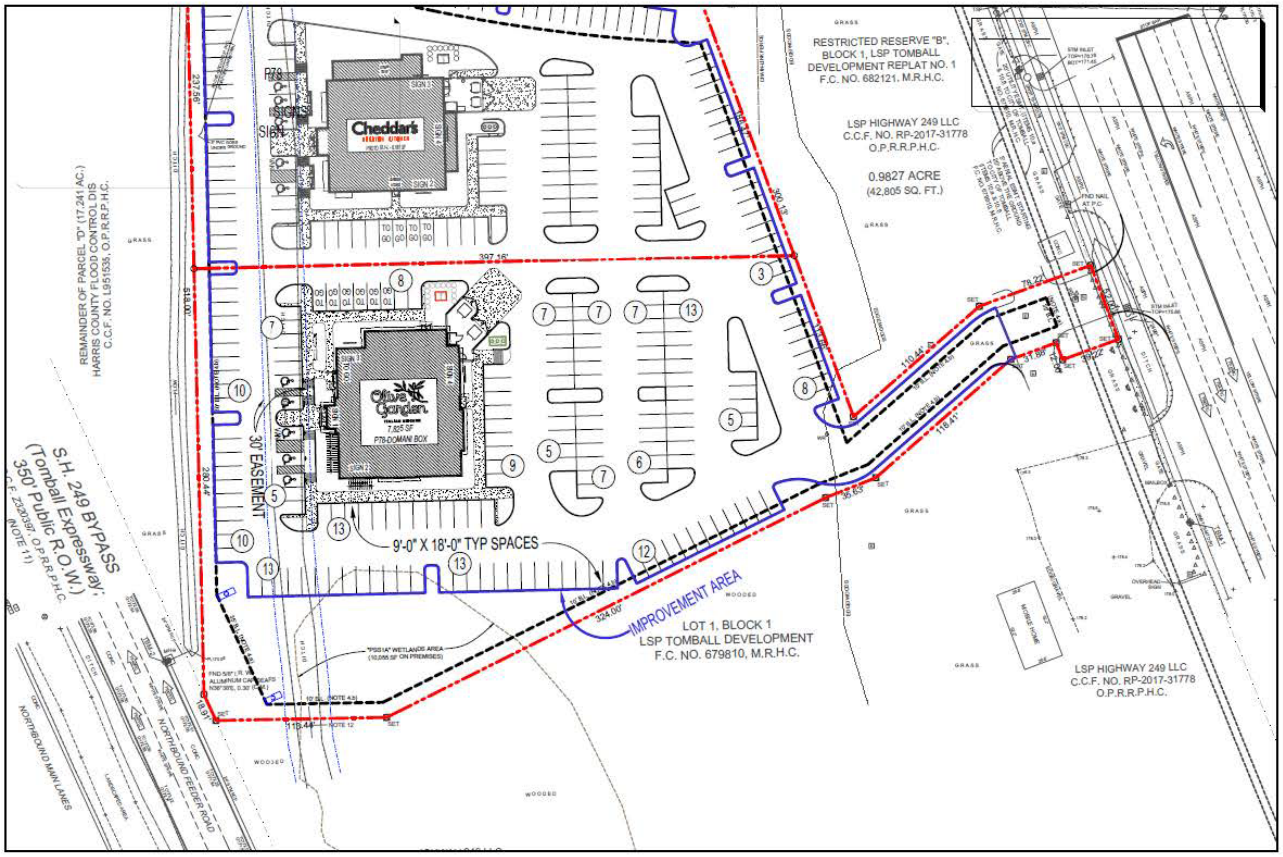


Exhibit C

Description of Infrastructure Improvements

Darden - Cheddar's - Tomball, TX
Targeted Infrastructure Grant Program

Targeted Infrastructure	Cost
Site Preparations	$ 247,190
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 119,606
Total	**$ 1,096,420**

RESOLUTION NO. 2025-51-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND CHEDDAR'S CASUAL CAFÉ, INC., TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Hundred Sixty Four Thousand and Four Hundred and Thirty Six Dollars ($164,463.00) found by the Board to be required or suitable to promote a new business development by Cheddar's Casual Cafe, Inc.; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred Sixty Four Thousand and Four Hundred and Thirty Six Dollars ($164,463.00) to Cheddar's Casual Cafe, Inc., in accordance with an economic development agreement by and between the TEDC and Cheddar's Casual Cafe, Inc., to promote and develop a new or expanded business enterprises, to be located at FM 249 and Alice Road, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

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

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

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

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve, on Second Reading, Resolution No. 2025-52-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Olive Garden Holdings, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $219,502.00.

Background:

On September 23, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Olive Garden Holdings, LLC for assistance with infrastructure costs related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2025-52-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2025-52-TEDC on First Reading

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #Project Grants

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

Signed Approved by

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: October 6, 2025

SUBJECT: Olive Garden Holdings, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Marty Wilson, Manager, Darden Restaurants, Inc., for assistance with infrastructure costs related to the development of a proposed full-service restaurant.

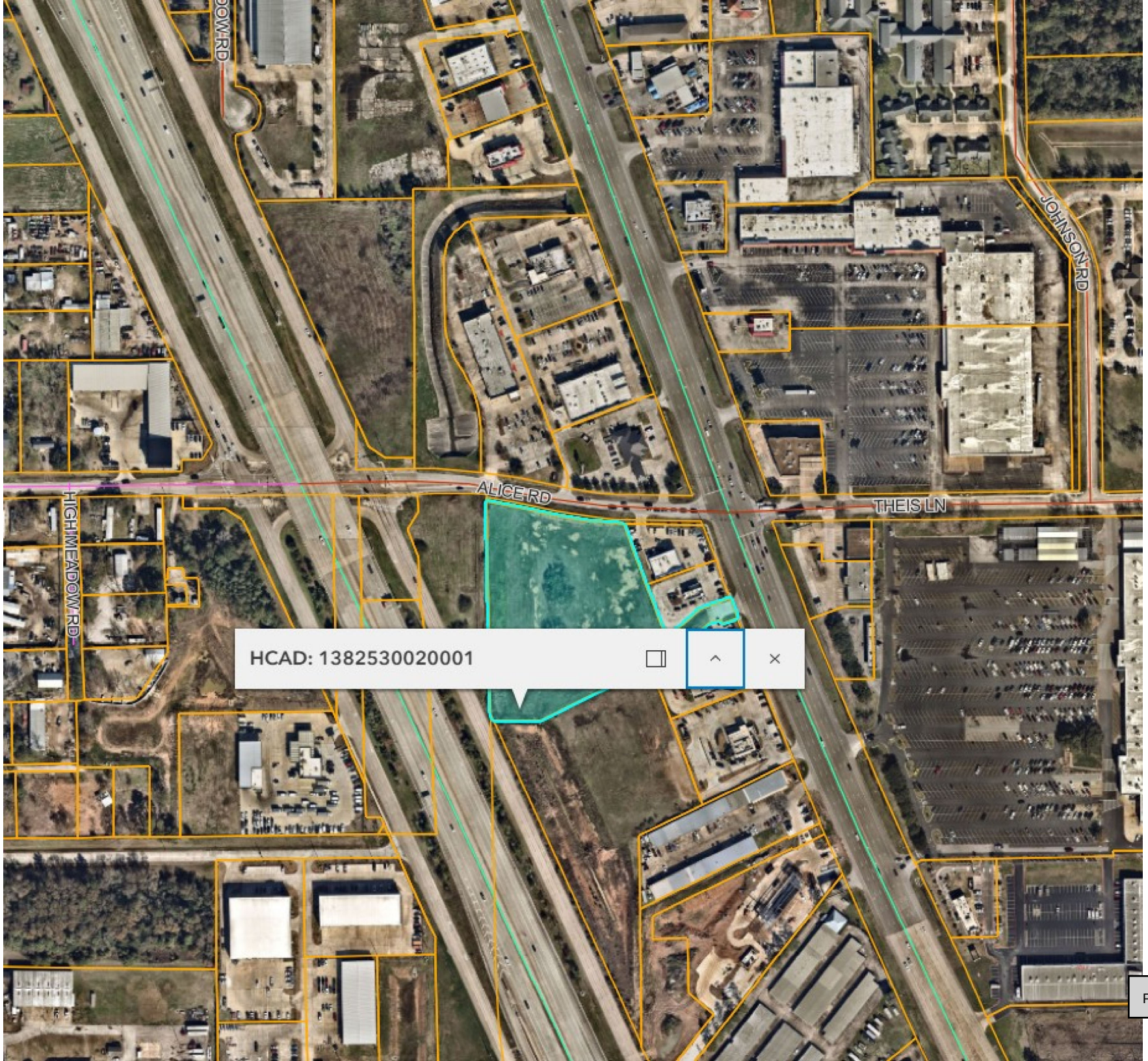
Olive Garden Holdings, LLC proposes to develop approximately 2.14 acres located at FM 249 and Alice Road, Tomball, Texas 77375. The development will consist of a 7,800 square-foot full-service restaurant. Olive Garden is part of Darden's family of restaurants, which features some of the most recognizable and successful brands of full-service dining. Their restaurants participate in the Darden Harvest program which offers an alternative to discarding food and a mechanism for getting fresh and healthy food to people who need it. The estimated capital investment for the project is $6.1 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately $1,097,512.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $789,647.00.

If the agreement between the TEDC and Olive Garden Holdings, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed $219,502.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.


ALICE RD
THEIS LN
JOHNSON RD
HIGHMEADOW RD
HCAD: 1382530020001

August 5, 2025

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation
29201 Quinn Rd, Suite B
Tomball, Texas 77375

Re: Proposed Darden Restaurants, Inc. Development Projects

Dear Tiffani,

Thank you for allowing us to share potential expansion plans for Darden Restaurants, Inc. ("Darden") to build a new Olive Garden and Cheddar's Scratch Kitchen in Tomball, TX at FM 249 & Alice Road[1]. We are writing to request that Tomball assist Darden in its economic expansion by helping to identify local assistance that might be available to businesses such as ours. In particular, we are interested in Targeted Infrastructure Grants to assist with related infrastructure costs[2] and address associated financial hurdles[3]. Darden expects to purchase the proposed sites and complete all necessary site development and construction. However, the high development costs for both Tomball projects have created significant cost gaps that we respectfully request be addressed via incentives.

The Darden family of restaurants features some of the most recognizable and successful brands in full-service dining: Olive Garden, LongHorn Steakhouse, Cheddar's Scratch Kitchen, Ruth's Chris Steakhouse, Yard House, Chuy's. The Capital Grille, Seasons 52, Bahama Breeze, and Eddie V's. Our people equal our success, and we are proud to employ 195,000 team members in more than 2,100 restaurants. Together, we create memorable experiences for 360 million guests in hundreds of communities across North America.

Darden is committed to enhancing the quality of life in the communities where we do business through philanthropic support and volunteer involvement. Since 1995, the Darden Foundation has awarded more than $86 million in grants to hundreds of local and national nonprofit organizations, including the National Restaurant Association Educational Foundation (NRAEF), American Red Cross, and Feeding America.

Furthermore, the Darden Harvest program offers an alternative to discarding food – and a mechanism for getting fresh and healthy food to people who need it as demonstrated in the CBS News segment, "Major Chains Putting Unused Fresh Food Towards A Good Cause". Each day, across every one of our restaurants, we "harvest" surplus, wholesome food that isn't served to guests and we safely prepare it for donation. Since the program's inception, more than 145 million pounds of food – including more than 5.9 million pounds of food in fiscal 2025 alone.

[1] A site plan of both concepts is attached hereto as Exhibit A.
[2] A list of relevant infrastructure costs is attached hereto as Exhibit B.
[3] A demonstration of the cost gap relative to other recent projects is attached hereto as Exhibit C.

Darden Harvest also diverts millions of pounds of surplus food from waste streams every year, making it a key part of our strategy to one day send zero waste to landfills. The Olive Garden and Cheddar's restaurants in nearby Spring and Cypress, TX have donated more than 27,600 pounds of food valued at over $230,000 since 2019, with the majority benefiting the National Association of Christian Churches, Familytime Crisis & Counseling Center, and New Beginnings Community Outreach.

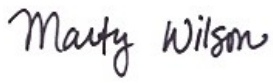
Darden Restaurants' decision of where to locate depends on many factors. Customer base, operating costs, as well as return-on-investment are studied to make the best decision for Darden and its loyal customers. Because Tomball provides such great opportunities for businesses to expand and create new jobs, Darden is seriously considering building an Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road.

The value added to Tomball resulting from Darden's expansion can be immediately measured by the economic benefit to its citizens through employment opportunities; infrastructure and building expenditures; and the aesthetic development of the location. There will be additional benefits created by any peripheral support such as the replacement of inventory, maintenance and repairs to the facility, and other support services as required.

Tomball's economic development programs were enacted to attract new businesses to invest in the community, provide means for its citizens to earn income, and promote a goal of community wealth creation and improved quality of life. We believe Darden's expansion will exceed these objectives, and for the reasons stated above, we request that Tomball consider assisting the project.

On behalf of Darden Restaurants, Inc., thank you for your time and consideration. We look forward to working with you to hopefully make Tomball's next Darden restaurant a reality. Please contact me at (407) 245-6892 or Austin Arnold with Ryan, LLC at (865) 438-0606 with any questions or concerns.

Sincerely,



Marty Wilson

Cc: Matt Lowell, Ryan LLC
Austin Arnold, Ryan LLC

Exhibit A

The image below displays the anticipated site plan for both the Olive Garden and Cheddar's Scratch Kitchen at FM 249 & Alice Road, Tomball, TX.

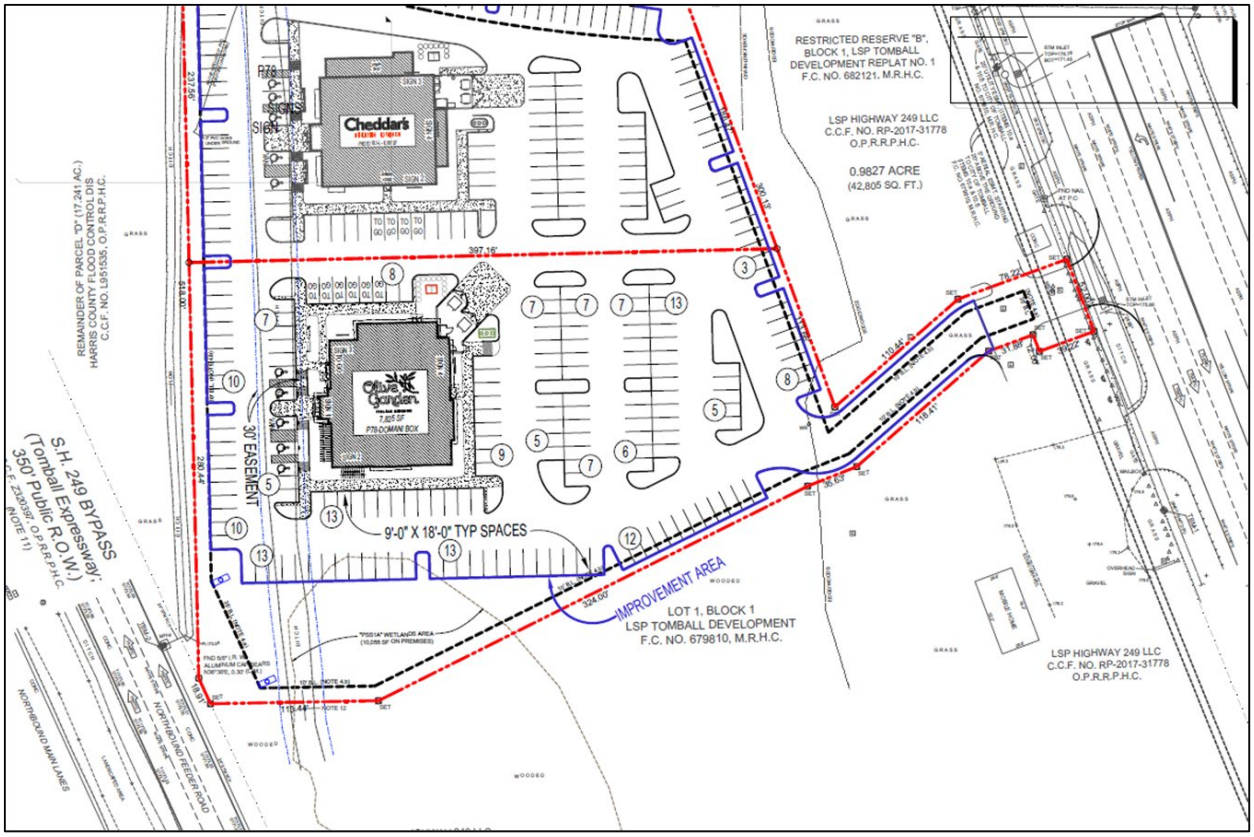


Exhibit B

The following tables provide a breakdown of the estimated infrastructure costs for each project.

Darden - Olive Garden - Tomball, TX

Targeted Infrastructure	Cost
Site Preparations	$ 247,574
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 120,314
Total	**$ 1,097,512**

Darden - Cheddar's - Tomball, TX

Targeted Infrastructure	Cost
Site Preparations	$ 247,190
New Public ROW	$ 359,882
Storm Drainage	$ 71,625
Sanitary Sewer	$ 73,514
Water	$ 56,133
Telecommunications/Sewer	$ 9,500
Electric	$ 144,550
Gas	$ 14,420
Other (sidewalks, curbs, concrete dumpster approach)	$ 119,606
Total	**$ 1,096,420**

Exhibit C

Darden is considering the purchase of the proposed sites shown in Exhibit A, with plans to complete all necessary site development and construction.

The table below compares five recent Darden projects where, as in Tomball, the Company was responsible for all site work. The estimated cost gaps for both Tomball projects present a potential barrier to development.

	Tomball, TX	Tomball, TX	Site 1	Site 2	Site 3	Site 4	Site 5
Brand	Olive Garden	Cheddar's	Olive Garden	Olive Garden	Olive Garden	Olive Garden	Cheddar's
State	TX	TX	TX	TX	TX	NC	TX
Open Year	2026	2026	2024	2024	2026	2025	2026
On-site Landlord Work	None	None	None	Rough grade site	Rough grade site	None	None
Parcel Size	2.14 acres	2.14 acres	1.76 acres	1.88 acres	1.97 acres	2.11 acres	1.94 acres
Est. Cost	$ 1,097,512	$ 1,096,420	$ 692,000	$ 906,000	$ 850,000	$ 593,000	$ 723,000

Average of Other Sites	$ 752,800
Tomball (Olive Garden) Cost Gap	$ (344,712)
Tomball (Cheddar's) Cost Gap	$ (343,620)

Olive Garden Holdings, LLC - Impact Report

TOMBALL ECONOMIC DEVELOPMENT CORP.

Scenario 1 with Client Data

Project Type: New Construction - Retail
Industry: Food
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact DashBoard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Jobs	50.0	8.8	**58.8**
Annual Salaries/Wages	$1,768,000	$557,557	**$2,325,557**
Salaries/Wages over 10 Years	$9,200,743	$2,901,551	**$12,102,294**
Taxable Sales/Purchases in City of Tomball	$34,455,664	$36,269	**$34,491,934**

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN_OFF	TOTAL
Workers who will move to City of Tomball	1.5	0.3	**1.8**
New residents in City of Tomball	3.9	0.7	**4.6**
New residential properties constructed in City of Tomball	0.2	0.0	**0.3**
New students to attend local school district	0.8	0.1	**0.9**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

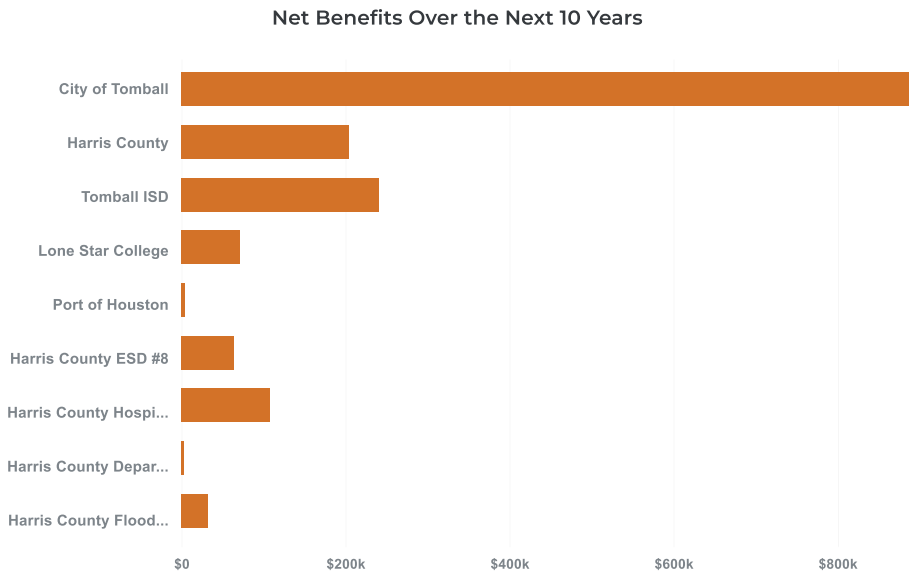
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON_RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$81,084	$0	$4,800,000	$1,300,000	$30,000	*$6,130,000*	**$6,211,084**
2	$82,706	$0	$4,896,000	$1,170,000	$30,600	*$6,096,600*	**$6,179,306**
3	$84,360	$0	$4,993,920	$1,040,000	$31,212	*$6,065,132*	**$6,149,492**
4	$86,047	$0	$5,093,798	$910,000	$31,836	*$6,035,635*	**$6,121,682**
5	$87,768	$0	$5,195,674	$780,000	$32,473	*$6,008,147*	**$6,095,915**
6	$89,523	$0	$5,299,588	$650,000	$0	*$5,949,588*	**$6,039,111**
7	$91,314	$0	$5,405,580	$520,000	$0	*$5,925,580*	**$6,016,893**
8	$93,140	$0	$5,513,691	$390,000	$0	*$5,903,691*	**$5,996,831**
9	$95,003	$0	$5,623,965	$260,000	$0	*$5,883,965*	**$5,978,968**
10	$96,903	$0	$5,736,444	$260,000	$0	*$5,996,444*	**$6,093,347**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$1,451,389	($564,440)	$886,949	$750,942
Harris County	$308,799	($104,425)	$204,374	$158,264
Tomball ISD	$648,741	($408,561)	$240,180	$185,743
Lone Star College	$70,929	$0	$70,929	$54,811
Port of Houston	$4,054	$0	$4,054	$3,133
Harris County ESD #8	$64,438	$0	$64,438	$49,795
Harris County Hospital District	$107,764	$0	$107,764	$83,276
Harris County Department of Education	$3,163	$0	$3,163	$2,445
Harris County Flood Control	$32,280	$0	$32,280	$24,945
Total	**$2,691,558**	**($1,077,426)**	**$1,614,133**	**$1,313,353**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

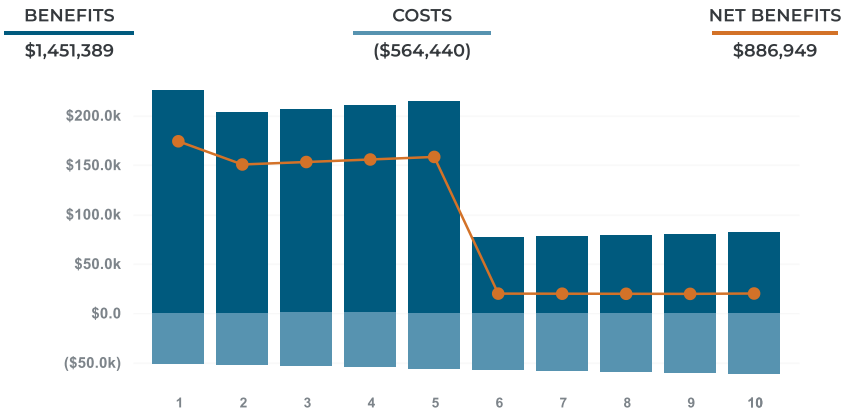
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	$219,284	$219,284
Harris County	$0	$0
Tomball ISD	$0	$0
Lone Star College	$0	$0
Port of Houston	$0	$0
Harris County ESD #8	$0	$0
Harris County Hospital District	$0	$0
Harris County Department of Education	$0	$0
Harris County Flood Control	$0	$0
Total	**$219,284**	**$219,284**

City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

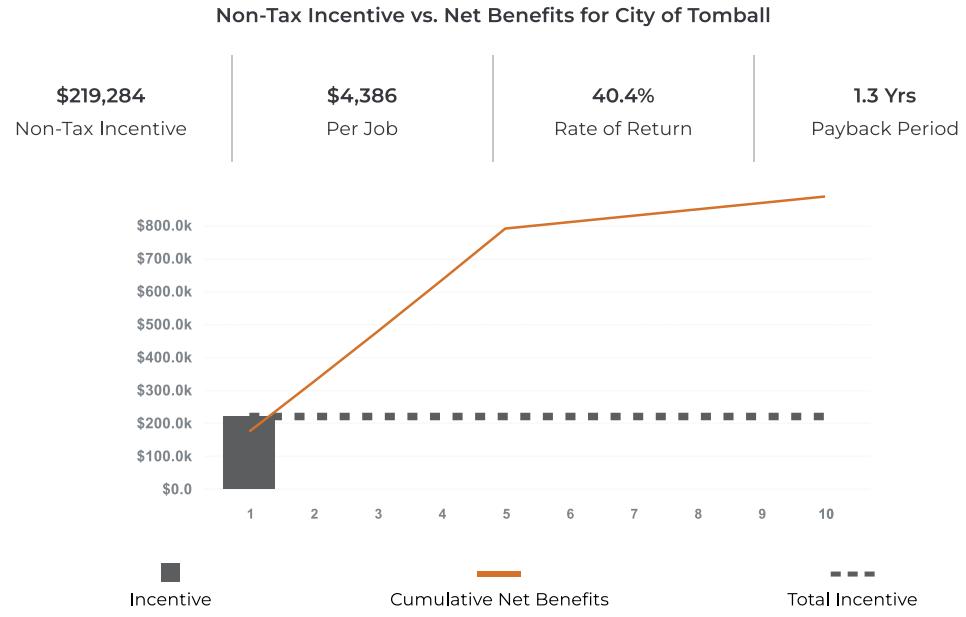
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$686,813	$3,026	$689,839
Real Property Taxes	$176,789	$0	$176,789
FF&E Property Taxes	$24,487	$0	$24,487
Inventory Property Taxes	$525	$0	$525
New Residential Property Taxes	$0	$2,986	$2,986
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$324,112	$28,030	$352,142
Utility Franchise Fees	$18,615	$1,603	$20,218
Miscellaneous Taxes and User Fees	$169,721	$14,682	$184,402
Benefits Subtotal	**$1,401,061**	**$50,327**	**$1,451,389**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($162,603)	($14,025)	($176,628)
Cost of Utility Services	($356,961)	($30,851)	($387,811)
Costs Subtotal	**($519,564)**	**($44,875)**	**($564,440)**
Net Benefits	**$881,497**	**$5,452**	**$886,949**

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

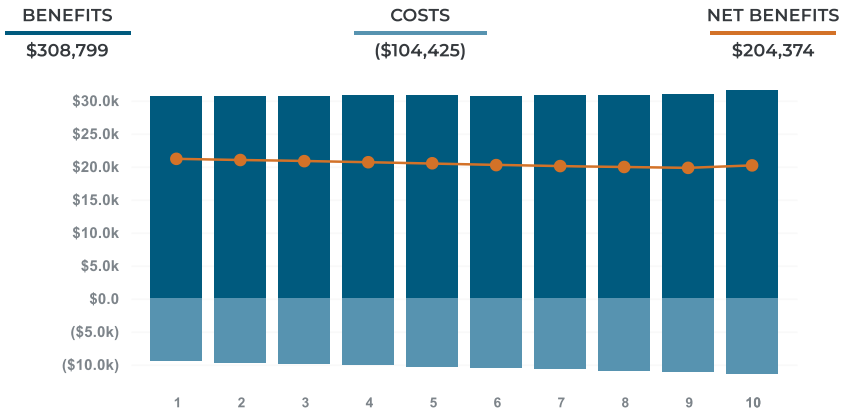


Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$202,503	$0	$202,503
FF&E Property Taxes	$28,049	$0	$28,049
Inventory Property Taxes	$602	$0	$602
New Residential Property Taxes	$0	$22,825	$22,825
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$30,659	$24,161	$54,820
Benefits Subtotal	**$261,813**	**$46,986**	**$308,799**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($58,581)	($45,844)	($104,425)
Costs Subtotal	**($58,581)**	**($45,844)**	**($104,425)**
Net Benefits	**$203,232**	**$1,142**	**$204,374**

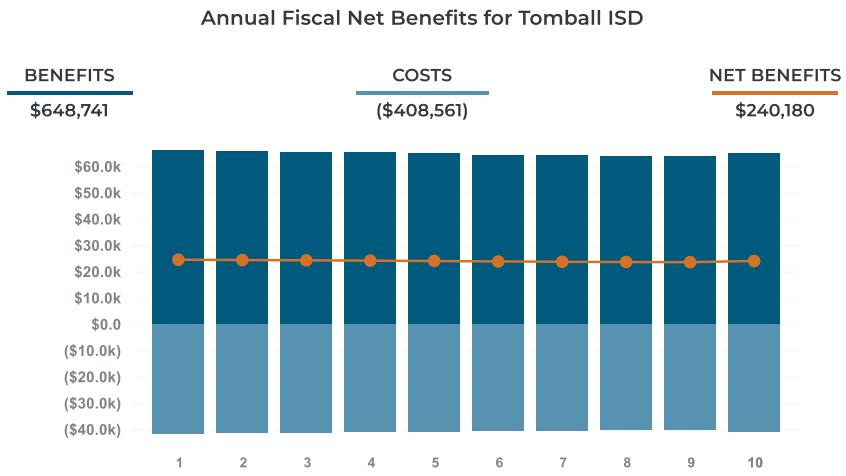
Annual Fiscal Net Benefits for Harris County



Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$558,646	$0	$558,646
FF&E Property Taxes	$77,379	$0	$77,379
Inventory Property Taxes	$1,659	$0	$1,659
New Residential Property Taxes	$0	$2,623	$2,623
Addtl. State & Federal School Funding	$0	$8,434	$8,434
Benefits Subtotal	**$637,685**	**$11,057**	**$648,741**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($7,088)	($7,088)
Reduction in State School Funding	($399,828)	($1,645)	($401,473)
Costs Subtotal	**($399,828)**	**($8,733)**	**($408,561)**
Net Benefits	**$237,856**	**$2,324**	**$240,180**



Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

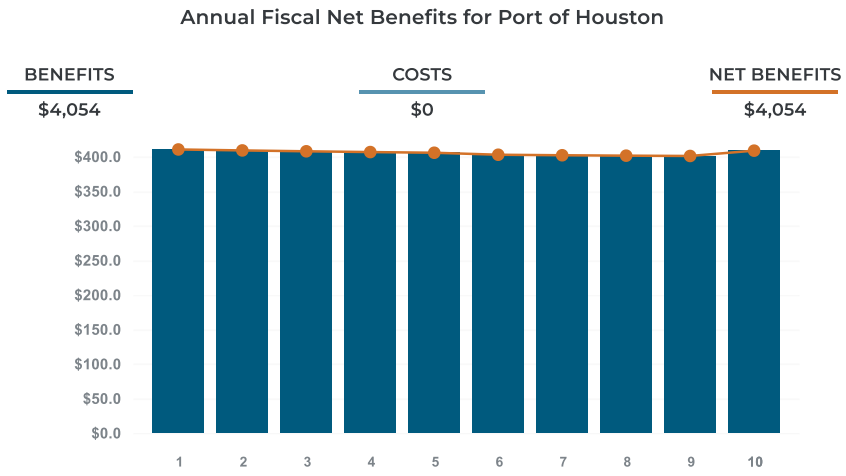
NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$56,553	$0	$56,553
FF&E Property Taxes	$7,833	$0	$7,833
Inventory Property Taxes	$168	$0	$168
New Residential Property Taxes	$0	$6,374	$6,374
Benefits Subtotal	**$64,554**	**$6,374**	**$70,929**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$64,554**	**$6,374**	**$70,929**

Annual Fiscal Net Benefits for Lone Star College

Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

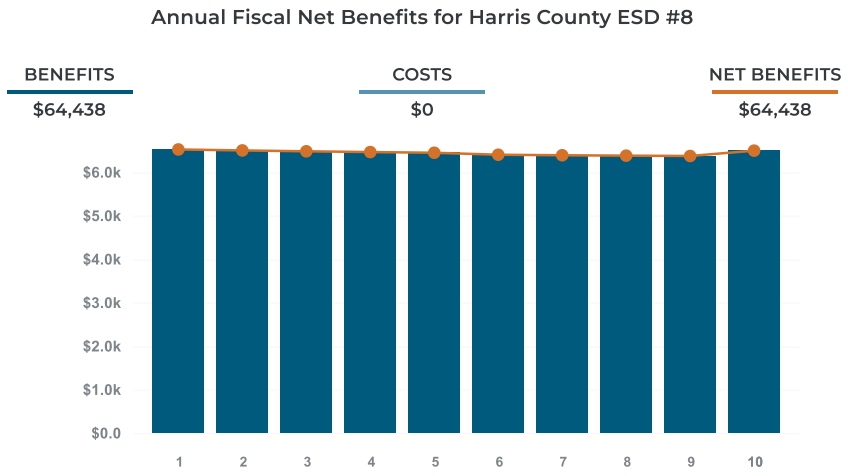
NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$3,232	$0	$3,232
FF&E Property Taxes	$448	$0	$448
Inventory Property Taxes	$10	$0	$10
New Residential Property Taxes	$0	$364	$364
Benefits Subtotal	**$3,690**	**$364**	**$4,054**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$3,690**	**$364**	**$4,054**



Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$51,378	$0	$51,378
FF&E Property Taxes	$7,116	$0	$7,116
Inventory Property Taxes	$153	$0	$153
New Residential Property Taxes	$0	$5,791	$5,791
Benefits Subtotal	**$58,647**	**$5,791**	**$64,438**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$58,647**	**$5,791**	**$64,438**



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$85,923	$0	$85,923
FF&E Property Taxes	$11,901	$0	$11,901
Inventory Property Taxes	$255	$0	$255
New Residential Property Taxes	$0	$9,685	$9,685
Benefits Subtotal	**$98,079**	**$9,685**	**$107,764**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$98,079**	**$9,685**	**$107,764**

Annual Fiscal Net Benefits for Harris County Hospital District

Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$2,522	$0	$2,522
FF&E Property Taxes	$349	$0	$349
Inventory Property Taxes	$7	$0	$7
New Residential Property Taxes	$0	$284	$284
Benefits Subtotal	**$2,879**	**$284**	**$3,163**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$2,879**	**$284**	**$3,163**

Annual Fiscal Net Benefits for Harris County Department of Education

Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$25,738	$0	$25,738
FF&E Property Taxes	$3,565	$0	$3,565
Inventory Property Taxes	$76	$0	$76
New Residential Property Taxes	$0	$2,901	$2,901
Benefits Subtotal	**$29,379**	**$2,901**	**$32,280**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$29,379**	**$2,901**	**$32,280**

Annual Fiscal Net Benefits for Harris County Flood Control

Methodology

Overview of Methodology

The Impact DashBoard model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the spin-off or indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes adjusted county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

722511 FULL_SERVICE RESTAURANTS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.1762
Earnings Multiplier	(Type II Direct Effect)	1.3154

Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach.

This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

AGREEMENT

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

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **Olive Garden Holdings, LLC, a Florida limited liability company** (the "Company"), 1000 Darden Center Dr., Orlando, FL 32837.

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the "City"), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 2.14-acre tract of land within the City, located at TX-249 & Alice Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Six Million One Hundred Thousand Dollars ($6,100,000) to construct a 7,800 square foot full-service restaurant (the "Improvements") on the site, more particularly described in Exhibit "B," attached hereto and made a part hereof; and

DRAFT

WHEREAS, the Company also proposes to create fifty (50) new full-time and full-time equivalent ("FTE") employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Two Hundred Nineteen Thousand Five Hundred and Two Dollars ($219,502.00), or an amount equal to up to Twenty percent (20%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the "Infrastructure Improvements"), identified and described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 7,800 square-foot full-service restaurant (the "Improvements") identified and described in Exhibit "B," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this

DRAFT

Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 365 days from the date of this Agreement (the "Start Date"), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within twenty-four (24) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof, one completed, will be occupied and that the full-service restaurant will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or lessee of the Improvements 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 under the law to be employed in that manner in the United States.

DRAFT

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Two Hundred Nineteen Thousand Five Hundred and Two Dollars ($219,502.00), or an amount equal to up to twenty percent (20%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with

DRAFT

interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

DRAFT

If to Company: Olive Garden Holdings, LLC
1000 Darden Center Drive
Orlando, FL 32837
Attn: Marty Wilson
Assistant Treasurer, Olive Garden Holdings, LLC

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

DRAFT

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2025 (the "Effective Date").

Olive Garden Holdings, LLC

By: _____
Name: Angela Simmons
Title: Senior Vice President, Corporate Tax

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Lisa Covington
Title: President, Board of Directors

DRAFT

ATTEST:

By: _____
Name: Bill Sumner
Title: Secretary, Board of Directors_____

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2025, by Angela Simmons, Senior Vice President, Corporate Tax, Olive Garden Holdings, LLC for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2025, by Lisa Covington, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

DRAFT

Exhibit A

Legal Description of Property

RES A BLK 1

LSP TOMBALL DEVELOPMET R/P

Exhibit B

Description of Improvements

Construction of a 7,800 square foot full-service restaurant.

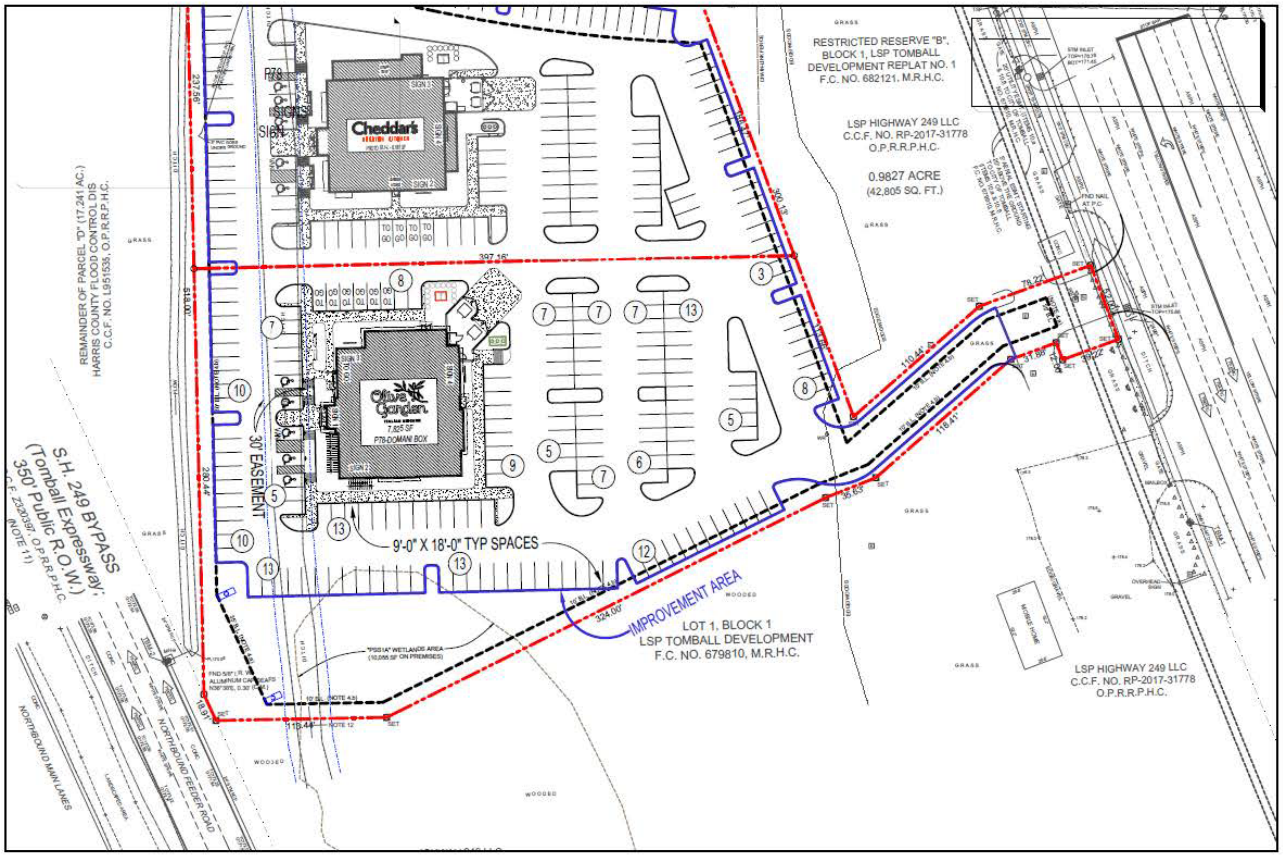


Exhibit C

Description of Infrastructure Improvements

Darden - Olive Garden - Tomball, TX
Targeted Infrastructure Grant Program

Targeted Infrastructure	Cost	
Site Preparations	$	247,574
New Public ROW	$	359,882
Storm Drainage	$	71,625
Sanitary Sewer	$	73,514
Water	$	56,133
Telecommunications/Sewer	$	9,500
Electric	$	144,550
Gas	$	14,420
Other (sidewalks, curbs, concrete dumpster approach)	$	120,314
Total	**$**	**1,097,512**

RESOLUTION NO. 2025-52-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND OLIVE GARDEN HOLDINGS, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Two Hundred and Nineteen Thousand Five Hundred and Two Dollars ($219,502.00) found by the Board to be required or suitable to promote a new business development by Olive Garden Holdings, LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Two Hundred and Nineteen Thousand Five Hundred and Two Dollars ($219,502.00) to Olive Garden Holdings, LLC, in accordance with an economic development agreement by and between the TEDC and Olive Garden Holdings, LLC to promote and develop a new or expanded business enterprises, to be located at FM 249 and Alice Road, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

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

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

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

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve Minutes of Oct. 2, 2025, Joint City Council & TEDC meeting.

Approve Minutes of Oct. 6, 2025, Special and Regular City Council meetings.

Approve Minutes of Oct. 13, 2025 Special City Council Meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF JOINT CITY COUNCIL AND TEDC MEETING
CITY OF TOMBALL, TEXAS

Thursday, October 02, 2025
11:00 A.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 02, 2025, 11:00 AM, at 401 Market Street, Tomball, Texas 77375.

A. Mayor Lori Klein Quinn called the meeting of the City of Tomball Council to order at 11:03 A.M.

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

CITY STAFF PRESENT:
City Manager - David Esquivel
City Secretary – Thomas Harris III
Community Development Director – Craig Meyers
Public Works Director - Drew Huffman
Director of Special Projects – Luisa Taylor
Administrative Assistant- Alyssa Wren
Records Specialist – Dayjah Whyte

President Lisa Covington called meeting of the Tomball Economic Development Corporation to order at 11:05 A.M.

PRESENT:
President Lisa Covington
Vice President Danny Hudson
Treasurer Latrell Shannon
Member Becky Clepper
Member Wayne Hall

ABSENT (EXCUSED):
Secretary Bill Sumner Jr.
Member Brock Hendrickson

TEDC STAFF PRESENT:
Executive Director - Kelly Violette
Assistant Director – Tiffani Wooten
Economic Development Coordinator – Tori Gleason
Administrative Assistant – McKayley Dannelley

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.]*

No public comments were received.

C. New Business

1. Presentation by TEDC staff regarding initial community engagement for the Tomball Legacy Square Project, including the July 10 public meeting, Board Member Committee meetings, and programming interviews.

   Executive Director Kelly Violette provided an update of the Tomball Legacy Square Project, the July 10th Public Meeting and the programming interviews. (Exhibit A)

2. Presentation and discussion by Webb Management regarding the kickoff of the Tomball Legacy Square Feasibility Study.

   Executive Director Kelly Violette introduced Duncan Webb, owner of Webb Management who provided an overview of the Tomball Legacy Square Feasibility Study.

3. Presentation by Studio Red Architects of initial concept designs for the Tomball Legacy Square Project, based on community input and adaptive reuse of the former First Baptist Church campus. Concepts are preliminary, presented for discussion and direction, and will be further informed by the Webb Feasibility Study. (Exhibit B)

   Executive Director Kelly Violette introduced Jared Wood, Ed Garrett and Chris Castaneda of Studio Red Architects provided initial designs for the Tomball Legacy Square Project.

D. Mayor Lori Klein Quinn adjourned the meeting at 1:09 P.M.

Motion made by TEDC Member Latrell Shannon, Seconded by TEDC Member Wayne Hall to adjourn the meeting at 1:09 P.M.

Voting Yea: Member Danny Hudson, Member Latrell Shannon, Member Wayne Hall, Member Becky Clepper

ABSENT (EXCUSED): Member Bill Sumner Jr., Member Brock Hendrickson

Motion carried unanimously.

PASSED AND APPROVED on this 20th day of October 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING - WORKSHOP
CITY OF TOMBALL, TEXAS

Monday, October 06, 2025
5:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 06, 2025, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

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

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

CITY STAFF PRESENT:
City Manager - David Esquivel
City Secretary – Thomas Harris III
City Attorney – Philip Boedeker
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Captain - Brandon Patin
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects – Luisa Taylor
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Police Officer – Jason Smith

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

No comments were received.

C. General Discussion

1. Tomball Economic Development Corporation activity update.

   Executive Director Kelly Violette and Assistant Director Tiffani Wooten provided Council with updates from the Tomball Economic Development Corporation. (Exhibit A)

2. Presentation, discussion, and direction regarding Railroad Quiet Zones.

   Frank Benavidez, P. E. with Ardurra Group provided a presentation regarding Railroad Quiet Zones. (Exhibit B) The consensus of the Council was not to move forward with the project. However, the Mayor requested that the launching pads be repaired.

3. Review of and Discussion on the Development Policy for Special Financing Districts. (Exhibit C)

   Project Manager Meagan Mageo led the discussion to provide an update and view of the Public Improvement District Policy.

D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

No discussion was held regarding the proposed future agenda items or the future workshop Item.

1. Workshop Discussion Only – Approve an agreement with Paycom for a Human Resources Information System (software) for an annual subscription amount of $134,969.31 of the total contract amount of $375,731.31 (RFP No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

2. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-37, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Country Public Improvement District Number 1 (PID 1).

3. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-38, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

4. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-39, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3).

5. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-40, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

6. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-41, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

7. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-42, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Copper Cove Public Improvement District Number 6 (PID 6).

8. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-43, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Grand Junction Public Improvement District Number 7 (PID 7).

9. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-44, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Timber Trails Public Improvement District Number 8 (PID 8).

10. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-45, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Trails Public Improvement District Number 13 (PID 13).

11. Workshop Discussion Only – Consideration and possible action to cancel the existing professional services agreement with Teague Nall and Perkins, Inc., dated August 18, 2025, and approve a new professional services agreement with Teague Nall and Perkins, Inc. for engineering services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant related to the Carrell & Lovett Storm Sewer Improvements for an amount not-to-exceed $1,460,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These

expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

12. Workshop Discussion Only – 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 $400,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

13. Workshop Discussion Only – Approve a services agreement renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2026, for a not-to-exceed amount of $125,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

14. Workshop Discussion Only – Approve annual purchases 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 $161,200, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

15. Workshop Discussion Only – Approve the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $183,533.15 approve the expenditure of funds therefore and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

16. Workshop Discussion Only – Approve the purchase of vehicles from Lake Country Chevy through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $109,460.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was included in the FY 2025-2026 budget.

17. Workshop Discussion Only- Approve the expenditure greater than $100,000.00 with Axon Enterprise Inc. for video and surveillance services and licenses for a not-to-exceed amount of $184,381.85. The expenditure is included in the FY 2025-2026 Budget.

18. Workshop Discussion Only – Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount

of $182,850, 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 2025-2026 Budget.

19. Workshop Discussion Only – Approve the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $152,907.19 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

E. Future Workshop Items

1. Workshop Discussion Only – Discussion on the election of the Texas Municipal League Region 14 Director.

F. Mayor Lori Klein Quinn adjourned the meeting at 5:52 P.M.

PASSED AND APPROVED on this 20th day of October 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, October 06, 2025
6:00 P.M.

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 06, 2025, 6:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor L. Klein Quinn called the meeting to order at 6:11 P.M.

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

CITY STAFF PRESENT:
City Manager - David Esquivel
City Secretary – Thomas Harris III
City Attorney – Philip Boedeker
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Captain - Brandon Patin
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects – Luisa Taylor
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Police Officer – Jason Smith

B. Invocation - Led by Tomball Police Chief Jeff Bert

C. Pledges to U.S. and Texas Flags led by Fire Chief Joe Sykora

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

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

- City Secretary Thomas Harris read aloud written comments submitted by Peter and Sylvia Hildreth, owners of Hilltop Tool Rental, LLC, located at 30702 State Highway 249, expressing opposition to Item J.7.
- Bruce Hillegeist, 20339 Telge Rd. spoke in favor of the 60th Annual Tomball Holiday Parade.
- Kelly Violette, 29201 Quinn Rd. Ste. A, reminded the City Council of the Tomball Economic Development Corporation Outlook luncheon on October 21, 2025.
- Bryon Schiel, 105 Oxford, expressed concern regarding the short notice provided for the implementation of taxes on short-term rentals.
- Michael Turner, 207 McPhil St., expressed concern regarding occupancy tax awareness for short term rentals.
- Beth Harper, 802 W. Main St., spoke in favor of the kennel location, Item J.3.
- Debra Parish, 29615 Quinn Rd., spoke in opposition of the kennel location, Item J.3.
- Emily Walsh, 29611 Quinn Rd., spoke in opposition of the kennel location, Item J.3.
- Mallory Knee, 929 Oak Mist Lane, spoke in favor of the kennel location, Item J.3.
- Robert Norris, 20102 Cypress Rosehill Rd, spoke in favor of the kennel location, Item J.3.
- Keely Symons, 1015 Inwood St., spoke in opposition of the kennel location, Item J.3.
- Angelica Chavez-Etchechury, 202 Baker Dr., spoke in favor of the kennel location, Item J.3.
- Jason Graham, 215 & 217 Texas St, 21203 Sable Colt, expressed concerns of removing the short-term rental tax.
- Angela Hahn, 18886 Maverick Ranch Rd. East, spoke in favor of the kennel location, Item J.3.
- City Secretary Thomas Harris read a comment card submitted by Joe & Melissa Quilizapa, 702 Hicks St., indicating their support of the kennel location, Item J.3.

E. Presentations

1. Proclamation – Designating October 5th – 11th, 2025 as "2025 Tomball Fire Prevention Week"

2. Presentation of Proclamation – the Month of October is ***"Fair Housing Month"***

F. Reports and Announcements

1. Announcements

I. Upcoming events:

- October 7, 2025 – National Night Out from 5 – 8 p.m. in various neighborhoods in Tomball
- October 8, 2025 – Tomball High School Senior Picnic from 8:30 a.m. – 2 p.m. at Jergens and Matheson Park
- October 9, 2025 – Kaffeeklatsch (Presenter Boots 4 Troops) from 8:30 – 10 a.m. at Tomball Community Center
- October 11, 2025 – Spooktacular from 4 – 9 p.m. at Tomball Depot Plaza
- October 12, 2025 – Tomball Praises Together from 2 – 6 p.m. at Tomball Depot Plaza
- October 25, 2025 – Cancer Kiss My Cooley 5k & Superhero Kids Dash from 6:30 – 11 a.m. near Paradigm Brewery
- November 1, 2025 – Depot Day Fall Fest from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd.)

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

   - City Manager David Esquivel reminded City Council of the Strategic Planning Workshop Meeting scheduled for October 13th at 9:00 a.m. and noted new format consolidating the workshop and regular agendas.

G. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

Discussion was only held for Item G.11 & G. 20.

1. Workshop Discussion Only – Approve an agreement with Paycom for a Human Resources Information System (software) for an annual subscription amount of $134,969.31 of the total contract amount of $375,731.31 (RFP No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

2. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-37, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Country Public Improvement District Number 1 (PID 1).

3. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-38, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

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5. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-40, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

6. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-41, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

7. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-42, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Copper Cove Public Improvement District Number 6 (PID 6).

8. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-43, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Grand Junction Public Improvement District Number 7 (PID 7).

9. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-44, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Timber Trails Public Improvement District Number 8 (PID 8).

10. Workshop Discussion Only – Adopt, on First Reading, Ordinance No. 2025-45, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Trails Public Improvement District Number 13 (PID 13).

11. Workshop Discussion Only – Consideration and possible action to cancel the existing professional services agreement with Teague Nall and Perkins, Inc., dated August 18, 2025, and approve a new professional services agreement with Teague Nall and Perkins, Inc. for engineering services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant related to the Carrell & Lovett Storm Sewer Improvements for an amount not-to-exceed $1,460,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

12. Workshop Discussion Only – Approve a services agreement renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2026, for a not-to-exceed amount of $125,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

13. Workshop Discussion Only – Approve annual purchases 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 $161,200, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

14. Workshop Discussion Only – 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 $400,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

15. Workshop Discussion Only – Approve the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $183,533.15 approve the expenditure of funds therefore and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

16. Workshop Discussion Only – Approve the purchase of vehicles from Lake Country Chevy through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $109,460.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was included in the FY 2025-2026 budget.

17. Workshop Discussion Only- Approve the expenditure greater than $100,000.00 with Axon Enterprise Inc. for video and surveillance services and licenses for a not-to-exceed amount of $184,381.85. The expenditure is included in the FY 2025-2026 Budget.

18. Workshop Discussion Only – Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $182,850, 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 2025-2026 Budget.

19. Workshop Discussion Only – Approve the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $152,907.19 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

20. Workshop Discussion Only – Discussion on the election of the Texas Municipal League Region 14 Director.

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

1. Adopt, on Second Reading, Ordinance No. 2025-34, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.3360 acres of land legally described as being a tract of land situated within the J. Pruitt Survey, Abstract No. 629 from the Single-Family Residential (SF-9) zoning district to the Neighborhood Retail (NR) zoning district. The property is located at 1710 S. Cherry Street, 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.

2. Approve, on Second Reading, Resolution No. 2025-38-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Muddy's Buddies Daycare, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Rd., Ste 4-B, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

3. Approve, on Second Reading, Resolution No. 2025-39-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and LeMaster Law Firm, PLLC, to make direct incentives to, or expenditures for, rental assistance for new or

expanded business enterprise to be located at 203 Raymond Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

4. Approve, on Second Reading, Resolution No. 2025-40-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and HOTWORX-Tomball, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Dr., Suite 300, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

5. Approve, on Second Reading, Resolution No. 2025-41-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Lunsford Enterprises, LLC, to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 823 East Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

6. Approve, on Second Reading, Resolution No. 2025-42-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Yuna Holdings, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a retail center to be located at 28159 HWY 249, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed $174,061.00.

7. Approve, on Second Reading, Resolution No. 2025-43-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Everwood Reserve Properties, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business enterprise related to the construction of an assisted living and memory care facility to be located at 13011 Medical Complex Dr., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $54,102.00.

8. Approve, on Second Reading, Resolution No. 2025-44-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic

Development Performance Agreement by and between the Corporation and Republic Business Park, LP to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located at 920 S. Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $227,152.00.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to approve Old Business Consent Agenda items.

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

Motion carried unanimously.

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

1. Approve Minutes of September 15, 2025, Special and Regular City Council meetings.

2. Approve supporting the 60th Annual Tomball Holiday Parade to be held in the City of Tomball at 10:00 a.m. on Saturday, November 22, 2025, and to Approve Requested Streed Closures and In-Kind Services.

3. Approve Resolution No. 2025-49, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 60th Annual Tomball Holiday Parade to be held in the City of Tomball at 10:00 a.m. on Saturday, November 22, 2025.

4. Approve Administrative Policy No. 9.6, Statement of Financial Goals and Policies, pertaining to the General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Infrastructure Contract Number 25-141-001-F190.

5. Approve Administrative Policy No. 9.7, Federal Grant Procurement Policy, pertaining to the General Land Office Community Development Block Grant – Disaster Recovery (CDBG-DR) Program, Infrastructure Contract Number 25-141-001-F190.

6. Approve Amendment No. 1 to the Professional Services Agreement with Langford Community Management Services for a total amount not-to-exceed $108,000 for grant administration services for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program Contract Number 25-141-001-F190.

7. Approve Resolution No. 2025-45, a Resolution of the City Council of the City of Tomball, Texas, Designating Authorized Signatories for Contractual Documents and Documents for Requesting Funds Pertaining to the General Land Office Community Development Block Grant – Disaster Recovery Program (CDBG-DR) Contract Number 25-141-001-F190.

8. Approve Resolution No. 2025-46, a Resolution of the City Council of the City of Tomball, Texas, Adopting Policies in Connection with the City of Tomball, Texas Participation in the General Land Office Community Development Block Grant – Disaster Recovery Program (CDBG-DR) Contract Number 25-141-001-F190 and Adherence to the Regulations Described Therein.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve New Business Consent Agenda items.

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

Motion carried unanimously.

J. New Business

1. Consideration of and action on Resolution No. 2025-47, Nominating a Candidate or Candidates to be placed on the ballot for a position on the Board of Directors of the Harris Central Appraisal District (HCAD).

Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve Resolution No. 2025-47 (nominating Melissa Noriega)

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

Motion carried unanimously.

2. Consideration of and action on Resolution No. 2025-50, 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 November 3, 2025 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 a 1.9756 acre (86,058 square feet) tract of land, situated in the Jesse Pruitt survey, Abstract Number 629, Harris County, Texas; being out of and a part of lot four hundred and seventy-seven (477), of Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof, as recorded in Volume 2, Page 65, of the map records of Harris

County, Texas (H.C.M.R.); said 1.9756 acre tract being out of and a part of a 1.0472 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under Harris County Clerk's File Number (H.C.C.F. NO.) RP-2025-238354 and out of and a part of a 1.062 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under H.C.C.F. NO. RP-2025-244581); and providing for severability.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to approve Resolution No. 2025-50

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

Motion carried unanimously.

3. Consider an appeal to Section 8-203 of the Tomball Municipal Code as it pertains to the location of a kennel.

Motion was made by Council 3 Dunagin, Seconded by Council 2 Garcia approve the appeal to Section 8-203 of the Tomball Municipal code as it pertains to the location of a kennel.

Dr. Jana Fulton-Brewer the applicant spoke in favor of the request and answered Councils questions.

Motion was made by Council 3 Dunagin, Seconded by Council 2 Garcia to amend the previous motion.

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

Motion carried unanimously.

Motion was made by Council 4 Covington, Seconded by Council 5 Parr to approve the appeal to Section 8-203 of the Tomball Municipal code as it pertains to the location of a kennel, with the following conditions: the facility has an 8-foot opaque fence and noise reducing walls for the indoor kennel portion with outdoor play yards.

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

Motion carried unanimously.

4. Approve, on First Reading, Resolution No. 2025-51-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball

Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Cheddar's Casual Café, Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $164,463.00.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to approve Resolution No. 2025-51

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

Motion carried unanimously.

5. Approve, on First Reading, Resolution No. 2025-52-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Olive Garden Holdings, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a full-service restaurant to be located at FM 249 and Alice Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $219,502.00.

   Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve Resolution No. 2025-52.

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

   Motion carried unanimously.

6. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with CSE W-Industries, Inc., to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility, to be located at the NEC of 2920 and 2978, Tomball, Texas 77377. The estimated amount of expenditures for such Project is and amount not to exceed $660,000.00.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia to approve an agreement with CSE W-Industries, Inc.

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

Motion carried unanimously.

7. Consideration of and action on Resolution No. 2025-53, a Resolution of the City Council of the City of Tomball, Texas, determining that a fee simple title is needed to be acquired from Peter Hildreth and Sylvia Hildreth for the construction, operation, and maintenance of a detention pond as part of the Tomball Hills Drainage Project for the City of Tomball, Texas; and authorizing the institution of eminent domain proceedings.

   Motion made by Council 2 Garcia, "I move that the City of Tomball approve this resolution authorizing the use of the power of eminent domain to acquire the property described in the resolution for a use as a drainage project in the Tomball Hill subdivision." seconded by Council 3 Dunagin.

   Voting by a roll call vote (Yea): Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

8. Approval of updates to the Boards, Commissions, and Committees Handbook as Required by Senate Bill 1883.

   Motion made by Council 4 Covington, Seconded by Council 1 Ford to approve the Boards, Commissions, and Committees Handbook as Required by Senate Bill 1883.

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

   Motion carried unanimously.

K. Mayor Lori Klein Quinn adjourned the meeting at 8:27 P.M.

PASSED AND APPROVED this 20th day of October 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, October 13, 2025
9:00 AM

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 13, 2025, 9:00 AM, at 501 James Street, Tomball, Texas 77375.

A. Mayor Lori Klein Quinn called the meeting of the City of Tomball Council to order at 9:00 A.M.

PRESENT
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa Covington
Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
City Attorney – Loren Smith
City Secretary – Thomas Harris III
Community Development Director – Craig Meyers
Public Works Director – Drew Huffman
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Chief- Jeff Bert
Finance Director - Bragg Farmer
IT Director – Ben Lato
Director of Marketing & Tourism - Chrislord Templonuevo
Special Projects Director – Luisa Taylor

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.]*

No public comments received.

C. New Business

1. The Tomball City Council and city staff will hold a Strategic Planning Workshop to review progress updates.

   Kelly Moore of See Your Possibilities facilitated the workshop with the City Council and staff and received updates on their progress. (Exhibit A)

D. Mayor Lori Klein Quinn adjourned the meeting at 12:08 P.M.

PASSED AND APPROVED this 20th day of October 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $152,907.19 approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

Background:

As part of the 2025–2026 budget process, the following city vehicles were identified and approved for replacement due to age, high mileage, and ongoing mechanical issues:

- Shop-20: 2015 Chevrolet Silverado 1500 with over 95,000 miles – to be replaced with a Chevrolet Silverado 1500.
- G-39: 2016 Chevrolet 2500 Standard Bed with over 235,00 miles/hours (40,800 miles/6500 hours) – to be replaced with a Chevrolet 2500 Standard Bed.
- G-38: 2015 Chevrolet 2500 Service Bed with over 296,000 mile/hours (62,300 miles/7800) – to be replaced with a Chevrolet 2500 Service Bed.

All three vehicles have experienced repeated maintenance issues and have reached the end of their service life.

These vehicle replacements were reviewed and approved as part of the adopted 2025–2026 budget. The table below identifies the vehicles to be purchased.

Item	Amount	Budget
Silverado 1500	$43,599.75	$53,000
Silverado 2500/Standard Bed	$48,733.73	$58,000
Silverado 2500/Service Body	$60,573.73	$73,000
Total	**$152,907.19**	**$184,000**

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $152,907.19 for the purchase of the four replacement vehicles.

Origination: Public Works

Recommendation:

Staff recommends approving the purchase of vehicles from Parkway Chevrolet, Inc. through Buyboard Cooperative Purchasing (Contract #724-23) for a not-to-exceed amount of $152,907.19

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #650-652-6405, 650-651-6405

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

Signed: Drew Huffman **Approved by:**

Staff Member Date City Manager Date

Replacing G-39
Facility Maintenance

Bill To:

City of Tomball

Date
09/08/25

Invoice #
25002WD

	Detail	Unit Price	Line Total
1	2025 Chevrolet Silverado 2500 2WD Longbed	47,333.73	47,333.73
1	BuyBoard Fee: Contract# 724-23	400.00	400.00
1	Knapheide Service Body 696F (Fliptop)	12,440.00	12,440.00
		Total	$60,573.73

Remittance:
Parkway Chevrolet, Inc.
25500 State Highway 249
Tomball, TX 77375

Replacing G-39
Parks Department.

Bill To:

City of Tomball

Date
09/08/25

Invoice #
25002WD

	Detail	Unit Price	Line Total
1	2025 Chevrolet Silverado 2500 2WD Longbed	48,333.73	48,333.73
1	BuyBoard Fee: Contract# 724-23	400.00	400.00
		Total	$48,733.73

Remittance:
Parkway Chevrolet, Inc.
25500 State Highway 249
Tomball, TX 77375

Replacing Shop 20

Bill To:

City of Tomball

Date
09/08/25

Invoice #
15002WD

	Detail	Unit Price	Line Total
1	2025 Chevrolet Silverado 1500 2WD Crew Cab Short Bed	43,599.75	43,599.75
1	BuyBoard Fee: Contract# 724-23	400.00	400.00
		Total	$43,999.75

Remittance:
Parkway Chevrolet, Inc.
25500 State Highway 249
Tomball, TX 77375

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $183,533.15 approve the expenditure of funds therefore and authorize the City Manager to execute any and all documents related to the purchase. These four vehicles were included in the FY 2025-2026 budget.

Background:

As part of the 2025–2026 budget process, the following city vehicles were identified and approved for replacement due to age, high mileage, and ongoing mechanical issues:

- Shop-4: 2017 Chevy Tahoe with over 100,600 miles – to be replaced with a Ford Explorer.
- Shop-12: 2017 Ford Interceptor with over 100,000 miles – to be replaced with a black Ford Interceptor.
- Shop 18-102: 2018 Ford Interceptor with over 100,000 miles – to be replaced with a black Ford Interceptor.

All three vehicles have experienced repeated maintenance issues and have reached the end of their service life.

Additionally, Shop-14, a 2014 Chevy Silverado with approximately 75,000 miles used by Public Works, will be replaced with a Ford Maverick Hybrid, supporting the City's ongoing efforts toward greater fuel efficiency and sustainability.

These vehicle replacements were reviewed and approved as part of the adopted 2025–2026 budget. The table below identifies the vehicles to be purchased.

Item	Amount
Silsbee Ford Interceptor	$54,318.00
Silsbee Ford Interceptor	$54,318.00
Silsbee Ford Explorer	$39,579.40
Silsbee Ford Maverick	$34,748.50
Shipping	$569.25
Total	**$183,533.15**

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $183,533.15 for the purchase of the four replacement vehicles.

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of vehicles from Silsbee Ford through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $183,533.15.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #650-651-6405

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

Signed: Brandon Patin **Approved by:** _____

Staff Member Date City Manager Date

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL PD
Contact:
Email:
Product Description: FORD PIU AWD

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMA
Date: February 27, 2025

A. **Bid Item:**

A. Base Price: $ 51,795.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2025 FORD POLICE SUV	$ 1,195.00			
99C	3.0L V6 ECO BOOST	$ 950.00			
86T	TAIL LAMP/POLICE HOUSING	inc			
17A	AUX AIR	inc			
55F	KEY FOB	inc			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WI	inc			
51R	DRIVER ONLY LED SPOT LIGHT	$ 495.00			
61B	OBD-II SPLITTER	inc			

Total of B. Published Options: $ 2,640.00

Published Option Discount (5%) $ (117.00)

C. **Additional Options** $= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	$ -
		INTERIOR COLOR- 96 CHARCOAL	
		500A ORDER CODE	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 99 miles $ 173.25

H. **Subtotal:** $ 54,491.25

I. **Quantity Ordered** 2 x K = $ 108,982.50

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 108,982.50

Shop 14 Replacement
Engineering and planning

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL
Contact:
Email:
Product Description: FORD MAVERICK

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Date: August 26, 2025

A. **Bid Item:**

A. Base Price: $ 24,990.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
W8B	2026 MAVERICK AWD SUPER CREW	$ -	101A	ORDER GROUP XL	$ 3,795.00
	4.5' BOX 121.1" WB XLT				
993	Engine: 2.5L Hybrid	$ 5,795.00			
448	AUTO TRANS 8 SPEED	$ -			

Total of B. Published Options: $ 9,590.00

Published Option Discount (5%) $ (479.50)

C. **Unpublished Options** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR- WHITE YZ	
		INTERIOR- 7B- CLOTH	
		ESTIMATE ONLY	

Total of C. Unpublished Options: $ -

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ 450.00
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Contract Price Adjustment:**	$ -
G.	**Additional Delivery Charge:** 99 miles	$ 198.00
H.	**Subtotal:**	$ 34,748.50
I.	**Quantity Ordered** 1 x H =	$ 34,748.50
J.	**Trade in:**	$ -
K.		
L.	**Total Purchase Price**	$ 34,74

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL
Contact:
Email:
Product Description: FORD EXPLORER

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Date: May 23, 2025

A. **Bid Item:**

A. Base Price: $ 37,710.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
K7D	2025 EXPLORER RWD	$ -	200A	ORDER CODE XLT	
99H	2.3L I4 ECOBOOST ENGINE	$ 1,995.00		ACTIVE	
44T	10 SPEED TRANS	$ -			

Total of B. Published Options: $ 1,995.00

Published Option Discount (5%) $ (323.60)

$= 0.0 %

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
		EXTERIOR- ys white	
		INTERIOR- ACTIVE X	
		ORDER BANK OPEN NOW**	

Total of C. Unpublished Options: $ -

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	
F.	**Contract Price Adjustment:**	
G.	**Additional Delivery Charge:** 99	$ 198.00
H.	**Subtotal:**	$ 39,579.40
I.	**Quantity Ordered** 1 **x H =**	$ 39,579.40
J.	**Trade in:**	$ -
K.		
L.	**Total Purchase Price**	$ 39,57

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve the purchase of vehicles from Lake Country Chevy through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $109,460.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was included in the FY 2025-2026 budget.

Background:

As part of the approved 2025–2026 budget, the following city vehicles were identified for replacement due to age, high mileage, and recurring mechanical issues:

- Shop-3: 2015 Ford Interceptor with over 100,100 miles.
- Shop 18-100: 2018 Ford Interceptor with over 100,600 miles.

Both vehicles have required frequent repairs and are no longer reliable for continued service. They will be replaced with black Chevy Tahoe's, which were approved in the current budget cycle to ensure continued operational readiness. The table below identifies the vehicles to be purchased.

Item	Amount
Lake Country Chevy Tahoe	$54,730.00
Lake Country Chevy Tahoe	$54,730.00
Shipping	$173.25
Total	**$109,460.00**

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $109,460 for the purchase of the two replacement vehicles.

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of vehicles from Lake Country Chevy through TIPS Cooperative Purchasing Network (Contract #240901) for a not-to-exceed amount of $109,460.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #650-651-6405

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

Signed: Brandon Patin **Approved by:** _____

Staff Member Date City Manager Date

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF TOMBALL
Contact:
Email:
Product Description: CHEVY TAHOE PPV

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Date: February 27, 2025

A. **Bid Item:**

A. Base Price: $ 51,909.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2026 TAHOE PPV 2WD		5T5	VINYL BACK SEAT	$ -
L84	5.3L V8 W/AUTOMATIC	$ 1,995.00		SEATS, FRONT 40/20/40 SPLIT BENCH	$ -
MQC	10 SPEED TRANS	$ -		SEATS 2ND ROW 60/40 SPLIT-FOLDING	
PQA	SAFTEY PACKAGE	$ 875.00		REAR PARK ASSIST / REAR CAMERA	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	$ -		WHEELS 20"X9" STEEL	
AMF	KEY FOB 4 EXTRA	$ -		ASSIST STEPS	
BTV	REMOTE START	$ -		BLACK RUBBERIZED VINYL FLOOR	

Total of B. Published Options: $ 2,870.00

Published Option Discount (5%) $ (222.25)

C. **Unpublished Options** $= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR -BLACK	
		INTERIOR - JET BLACK CLOTH H1T	
		ESTIMATE ONLY**	

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 99 miles $ 173.25

H. **Subtotal:** $ 54,730.00

I. **Quantity Ordered** 2 **x H =** $ 109,460.00

J. **Trade in:** $ -

K.

L. **Total Purchase Price** $ 109

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $182,850, 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 2025-2026 Budget.

Background:

The City utilizes Dana Safety Supply, Inc. for vehicle upfitting, repairs, and maintenance services for both Police and Public Works vehicles. Purchases with Dana Safety Supply are made through the BuyBoard cooperative purchasing contract and are funded through appropriations included in the adopted Fiscal Year 2025–2026 Budget.

The table below outlines the estimated expenditures for outfitting the new fleet—four vehicles for the Police Department and three vehicles for Public Works—as well as anticipated costs for repairs, maintenance, and other related expenses throughout the fiscal year.

Vehicle	Amount
Police Department Upfit (4 vehicles)	$96,100
Public Works Upfit Estimate (3 vehicles)	$6,750
Additional Repairs, Maintenance & Expenses Estimate (as needed)	$80,000
Total Expenditure (estimate): $182,850	

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $182,850.00 for upfit and repairs for lighting for all City-owned vehicles for fiscal year 2025-2026 pursuant to the City's adopted Procurement Policy (vendor exceeding $100,000).

Origination: Project Management

Recommendation:

Staff recommends approving the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed of $182,850.

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

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: #650-651-6405
#650-652-6405

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	**Ship To**
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO 2025 FORD EXPLORER (1) TOMBALL PD Warehouse: INHO	0.0000	0.00
1	1	N	INFO EQUIPMENT AND INSTALL Warehouse: INHO	0.0000	0.00
1	1	N	INFO FRONT Warehouse: INHO	0.0000	0.00
1	1	Y	ENFWB01EJZ SOI, NFILB, FRNT, 6MOD, 2025 PIU, RW/BW Warehouse: INHO Ford Explorer/PI Utility (2025) Split Front (DRV) |D12||D12||D12||D12||D12||D12| (PAS) |R_W||R_W||R_W||B_W||B_W||B_W| Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	773.2600	773.26
2	2	Y	EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO UPPER GRILLE	116.6600	233.32

Print Date	09/05/25
Print Time	05:12:00 PM
Page No.	1

Printed By: Gerardo Verdin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO LOWER GRILLE	130.6600	261.32
1	1	Y	PMPSABK002 SOI MPOWER GRILLE BRACKET ASSEMBLY Warehouse: INHO	58.8000	58.80
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO 100J series composite speaker w/ universal bail brkt-100 watt	187.1300	374.26
2	2	Y	ETSSVBK01 SOI, ETSS SPEAKER BRACKET, 2020-25 PIU Warehouse: INHO 100N/100J/100U Series Speaker Bracket (no drill) for Ford PI Utility 2020 - 2025. The vehicle can hold up to two kits (sold individually), Bumper Mount Center	30.3300	60.66
1	1	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: INHO NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY **********	54.1300	54.13

Print Date	09/05/25
Print Time	05:12:00 PM
Page No.	2

Printed By: Gerardo Verdin

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO SIDE Warehouse: INHO	0.0000	0.00
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: INHO UNDER MIRRORS	178.2600	356.52
1	1	Y	PMP2BKUMB8-D SOI UNDER MIRROR MOUNT BRACKET KIT, DRIVER, 2025 Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side	24.7300	24.73
1	1	Y	PMP2BKUMB8-P SOI UNDER MIRROR MOUNT BRACKET KIT, PASS., 2025 PIU Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side	24.7300	24.73
2	2	Y	EMPS1SLS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO SIDE TRIANGLE WINDOW	116.6600	233.32

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PMP1WSS2B SOI 3" SHROUD NARROW BLACK Warehouse: INHO	13.0600	26.12
2	2	Y	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO QUARTER GLASS	168.9300	337.86
2	2	Y	PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	14.9300	29.86
1	1	N	INFO REAR Warehouse: INHO	0.0000	0.00
1	1	Y	EMPAK017JS SOI, MPWR ARRW, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO Ford Explorer/PI Utility (2020-23) 6 Mod Split Rear w/ 4" Modules (DRV) |D12||D12||D12| |D12||D12||D12| (PAS) |R_A||R_A||R_A|X X|B_A||B_A||B_A| Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,072.4000	1,072.40

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

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TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	EMPSA05BU-6 SOI, MPWR FASCIA 4X2, QM, BLK HSG, RED/BLU/AMB Warehouse: INHO LICENSE PLATE	187.6000	375.20
2	2	Y	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO HATCH	117.6000	235.20
1	1	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: INHO	50.4000	50.40
1	1	N	INFO INTERIOR/MISC Warehouse: INHO	0.0000	0.00
1	1	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, DUAL TONE, +VO Warehouse: INHO bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 200 watt dual-tone	902.5300	902.53
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	178.7300	178.73

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	43.8600	43.86
1	1	Y	ENGLMK013 SOI BP LINK KIT, SUPER DUTY, '24 F150, '25 PIU Warehouse: INHO	350.0000	350.00
1	1	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO obSERVE+ Dome Light - 3" Round, Dual Color - Red/White	58.3300	58.33
1	1	Y	CC-UV20-OH TROY OVERHEAD CONSOLE Warehouse: INHO	261.3300	261.33
1	1	Y	FP-SO500-R TROY 500 SERIES REMOTE CONTROLLER FACEPLATE Warehouse: INHO FP-SO500-R	0.0000	0.00
1	1	Y	PP-FINT-2020-L3-1D-9 PP Level III Single Drawer 9" Poly Vault for 2020 PI V Warehouse: INHO Level III Single Drawer 9" Poly Vault for 2020 PI Utility SUV w/ key override locks. Designed to be used with metal hinged floor CP-UV20-CARGO for spare tire access.	1,439.5200	1,439.52

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	CP-UV20-CARGO-LP Troy 20-23 Ford PI Utility tilt-up cargo mount w/gas s Warehouse: INHO	633.3300	633.33
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	50.0000	50.00
1	1	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	60.0000	60.00
1	1	Y	7189B-BSS Blue Sea 150A Circuit Breaker Warehouse: INHO Circuit Breaker Buss 285 SfcMt 150A (FLM- 5)	50.0000	50.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	400.0000	400.00
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	2,880.0000	2,880.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593099
Customer No.	TOMBALLPD

Bill To	**Ship To**
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

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Subtotal	11,889.72
Freight	250.00
Order Total	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO 2025 CHEVY TAHOE (2) TOMBALL PD Warehouse: INHO	0.0000	0.00
2	2	N	INFO EQUIPMENT AND INSTALL - ADMIN Warehouse: INHO	0.0000	0.00
2	2	N	INFO FRONT Warehouse: INHO	0.0000	0.00
12	12	Y	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: INHO GRILLE	130.6600	1,567.92
2	2	Y	PMP2BK003 SOI 6 MODULE GRILLE BRACKET Warehouse: INHO	78.8600	157.72
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO 100J series composite speaker w/ universal bail brkt-100 watt	187.1300	748.52
2	2	Y	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEAKER Warehouse: INHO	33.1300	66.26

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: INHO mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 18 LED, Tricolor - Red/Blue/White	130.6600	522.64
2	2	Y	ETHFSS-SP-ISO SOI SOLID STATE ISOLATED HEADLIGHT FLASHER Warehouse: INHO NOTE --- NO FLASHER AVAILABLE FOR THE HIGH INTENSITY GAS DISCHARGE HEADKIGHTS. POSITIVE SIDE SWITCHING ONLY **********	54.1300	108.26
2	2	Y	ENFWB01EVS SOI, NFLIB, FRNT, 8MOD, 2021-24 TAHOE, RW/BW Warehouse: INHO Chevrolet Tahoe (2021-24) Split Front (DRV) |D12||D12||D12||D12||D12||D12||D12||D12| (PAS) |R_W||R_W||R_W||R_W||B_W||B_W||B_W||B_W| Accessories: PNFLBSPLT1 DSC w/ LIN Breakout Box (Included)	996.8000	1,993.60
2	2	N	INFO SIDE Warehouse: INHO	0.0000	0.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/WHITE Warehouse: INHO	178.2600	713.04
			UNDER MIRRORS		
2	2	Y	PMP2BKUMB8-D SOI UNDER MIRROR MOUNT BRACKET KIT, DRIVER, 2025 Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side	24.7300	49.46
2	2	Y	PMP2BKUMB8-P SOI UNDER MIRROR MOUNT BRACKET KIT, PASS., 2025 PIU Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side	27.7300	55.46
4	4	Y	ESLRL61158 SOI, SL RUNNING, 61", 5MOD, R/B/W, 3CLR/TRIO Warehouse: INHO	315.4600	1,261.84
			RUNNING BOARDS		
4	4	Y	PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: INHO	24.2600	97.04

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO QUARTER GLASS	168.9300	675.72
4	4	Y	PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	14.9300	59.72
2	2	N	INFO REAR Warehouse: INHO	0.0000	0.00
2	2	Y	EMPAK018PN SOI, MPWR ARRW, REAR, 8MOD, 2021-24 TAHOE, RA/BA Warehouse: INHO Chevrolet Tahoe (2021-24) 8 Mod Split Rear w/ 4" Modules (DRV) |D12||D12||D12||D12| |D12||D12||D12||D12| (PAS) |R_A||R_A||R_A||R_A|X X|B_A||B_A||B_A||B_A| Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,318.3300	2,636.66
4	4	Y	EMPSA05BU-6 SOI, MPWR FASCIA 4X2, QM, BLK HSG, RED/BLU/AMB Warehouse: INHO LICENSE PLATE	187.6000	750.40

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ETFBSSN-P SOI 100% SOLID STATE TAILLIGHT FLASHER (12-WIRE) Warehouse: INHO	50.4000	100.80
2	2	N	INFO INTERIOR/MISC Warehouse: INHO	0.0000	0.00
2	2	Y	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, DUAL TONE, +VO Warehouse: INHO bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 200 watt dual-tone	902.5300	1,805.06
2	2	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	178.7300	357.46
2	2	Y	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	43.8600	87.72
2	2	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: INHO	350.0000	700.00
2	2	Y	PP-2025-TAH-FS PLASTIX PLUS FULL SIZE CENTER CONSOLE, 2025 TAHOE Warehouse: INHO	783.1200	1,566.24

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

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TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PP-CUTOUT PP CUTOUT ONLY FOR CUSTOMER SUPPLIED RADIO Warehouse: INHO	0.0000	0.00
2	2	Y	425-6682 JOTTO FP 4' SOUND OFF SIGNAL 500 SERIES REM Warehouse: INHO	35.0000	70.00
2	2	Y	425-6141 JD APX4500/6500 (DASH MOUNT) 3" Warehouse: INHO	35.0000	70.00
6	6	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: INHO	40.0000	240.00
2	2	Y	EWLPT004 SOI Bamksman BM3 Exterior light Warehouse: INHO	96.6000	193.20
2	2	Y	PP-TAH2021L31D11CAG PP Level III Single Drawer Poly Vault, Sized For w/mos Warehouse: INHO PP-TAH-2021-L3-1D-11-CAG Level III Single Drawer Poly Vault, sized for use with most full prisoner cages.	2,226.3500	4,452.70

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GREENSBORO, NC 27407

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Sales Quote No.	593115
Customer No.	TOMBALLPD

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PPTAH20213RDCMDMAG PLASTIX PLUS 22" WIDE COMMAND DRAWER W/DRY ERAS BOARD Warehouse: INHO (PP-TAH-2021-3RD-CMD-MAG) 22" wide Command drawer with 2 sided flip up dry erase boards (Magnetic)	643.7600	1,287.52
2	2	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	50.0000	100.00
2	2	Y	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	60.0000	120.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	400.0000	800.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	3,120.0000	6,240.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593115
Customer No.	TOMBALLPD

Bill To	**Ship To**
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			Approved By: _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**		

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Subtotal	29,654.96
Freight	300.00
Order Total	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	591010-B
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375	TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/21/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor-Install Houston	VINCENT MENDEZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INFO INSIDE SALESMAN: BH Warehouse: DROP	0.0000	0.00
1	1	N	INFO TOMBALL PUBLIC WORKS Warehouse: DROP	0.0000	0.00
1	1	N	INFO 2026 CHEVY SILVERADO 1500 CREW CAB Warehouse: DROP	0.0000	0.00
4	4	Y	EMPS2001N-M SOI, MPWR FASCIA, 4", STM, BLK HSG, BLU/AMB Warehouse: DROP Replaces EMPS2STS4M 4" mpower Fascia with Stud Mount 12 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens BLU/AMB	110.2500	441.00
1	1	Y	MISC SOUNDOFF LBAR: ENSLB01X7D-5C6 Warehouse: DROP	1,608.0000	1,608.00
2	2	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: DROP	7.8000	15.60

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	591010-B
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375	TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/21/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor-Install Houston	VINCENT MENDEZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: DROP	40.0000	40.00
1	1	Y	MISC TOGGLE SWITCH Warehouse: DROP	10.0000	10.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

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Subtotal	2,114.60
Freight	125.00
Order Total	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO 2025 FORD PIU (2) TOMBALL PD Warehouse: INHO	0.0000	0.00
2	2	N	INFO EQUIPMENT AND INSTALL Warehouse: INHO	0.0000	0.00
2	2	N	INFO FRONT Warehouse: INHO	0.0000	0.00
2	2	Y	ENNLB0188U-49B SOI, NFNXT LBAR, 48", RW/BW, RW/RA/BA/BW, HK44, TINT Warehouse: INHO 48"/122cm 9-32 VOLT NFORCE NXT LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D24/|D12||D12||D12||D12||D12||D12|\D24\ /R_W/ |R_W||R_W||R_W||B_W||B_W||B_W| \B_W\ |D06|--GRT-||--GRT---||--GRT---|O-GRT--|D06| |R_W|--TNT-||--TNT---||--TNT---|O-TNT--|B_W| \D24\ |D12||D12||D12||D12||D12||D12| /D24/ \R_W\\|R_A||R_A||R_A||B_A||B_A||B_A|/B_W/ Domes - Polycarb [D|12|12|P] Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) & Extension Plate (PNFLBKXT) Hook - PNFLBF44 Vehicle - 2023 Ford Police Interceptor Utility w/o Roof Rack	2,138.7300	4,277.46

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	BK2168ITU20 SMC PB450L With SOUNDOFF SIGNAL MPOWER Warehouse: INHO	825.3000	1,650.60
4	4	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: INHO CENTER OF PUSH BUMPER	187.1300	748.52
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO HEADLIGHTS	79.8000	319.20
2	2	N	INFO SIDE Warehouse: INHO	0.0000	0.00
4	4	N	EMPS2STS4J SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU Warehouse: INHO UNDER MIRRORS	117.6000	470.40
2	2	Y	PMP2BKUMB8-D SOI UNDER MIRROR MOUNT BRACKET KIT, DRIVER, 2025 Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Driver Side	24.7300	49.46

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	PMP2BKUMB8-P SOI UNDER MIRROR MOUNT BRACKET KIT, PASS., 2025 PIU Warehouse: INHO Under Mirror Mount Bracket Kit (each) for installation on Ford PI Utility 2025 for use with mpower® 3" and 4" Stud and Intersector Surface Mount, Passenger Side	24.7300	49.46
4	4	N	EMPSA05C2-J SOI, MPWR FASCIA, 4X2, STM, BLK HSG, RED/BLU Warehouse: INHO 4"x2" mpower Fascia with Stud Mount 24 LED (Dual) 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens RED/BLU	168.9300	675.72
4	4	N	PMPSAWSSSB SOI 4X2 MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: INHO	14.9300	59.72
2	2	N	INFO REAR Warehouse: INHO	0.0000	0.00
2	2	Y	EMPAK017JS SOI, MPWR ARRW, REAR, 6MOD, 2020-23 PIU, RA/BA Warehouse: INHO Ford Explorer/PI Utility (2020-23) 6 Mod Split Rear w/ 4" Modules (DRV) |D12||D12||D12| |D12||D12||D12| (PAS) |R_A||R_A||R_A|X X|B_A||B_A||B_A| Accessories: PNFLBSPLT1 LIN DSC w/ Breakout Box (Included)	1,072.4000	2,144.80

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	EMPS2QMS5RBA SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/AMB Warehouse: INHO LICENSE PLATE	130.6600	522.64
4	4	N	EMPS2QMS4J SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU Warehouse: INHO MOUNT INSIDE CARGO HATCH. LIGHTS VISIBLE TO REAR WHEN HATCH IS OPEN.	117.6000	470.40
4	4	N	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: INHO TAILLIGHTS	79.8000	319.20
2	2	N	INFO INTERIOR Warehouse: INHO	0.0000	0.00
2	2	N	ENGSA5200RSP SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK Warehouse: INHO ENGSA5200RSP	902.5300	1,805.06
2	2	Y	MISC PP-2025-FINT-SUV-SFF PP 2025 FORD SUV SHORTY CONSOL Warehouse: INHO	665.0000	1,330.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	PP-CUTOUT PP CUTOUT ONLY FOR CUSTOMER SUPPLIED RADIO Warehouse: INHO JOTTO PART#425-6682 JOTTO PART#425-6625	0.0000	0.00
2	2	N	425-6682 JOTTO FP 4' SOUND OFF SIGNAL 500 SERIES REM Warehouse: INHO	35.0000	70.00
2	2	N	425-6625 JD 3" FLACEPLATE - KENWOOD NX-5000 KCH-19 CONTROL HEAD Warehouse: INHO	35.0000	70.00
2	2	N	PK1126ITU20TM SMC #10XL C Horizontal Sliding Window Warehouse: INHO Coated Polycarbonate With Vinyl Coated Expanded Metal Window Security Screen XL Panel Partition TM (Tall Man)	804.3000	1,608.60

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	QK2141ITU25 SMC FULL REPLACEMENT TRANSPORT SEAT, 2025 PIU Warehouse: INHO Full REPLACEMENT Transport Seat TPO Plastic Wth SETINA SMARTBELT SYSTEM *INCLUDES REQUIRED: -#12VS Stationary Window Coated Polycarbonate Cargo Area Rear Partition *Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time	1,756.3000	3,512.60
2	2	Y	QK0491ITU20 SMC FLOOR PAN TPO PLASTIC 2020+ FORD PIUT Warehouse: INHO	202.3000	404.60
2	2	N	DK0100ITU20 SMC TPO POLYMER OVER MOLDED DOOR SKIN Warehouse: INHO DK0100ITU20	237.3000	474.60
2	2	N	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: INHO	230.3000	460.60
2	2	N	GK10342UHK SMC DUAL VERT. RACK 2 UNIV. LOCKS W/ HC KEY Warehouse: INHO "Dual T-Rail Mount2 Universal XL Handcuff Key Override"	440.3000	880.60

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	TPDRCB-INT PLASTIX TPDRCB-INT Rear Cargo Box for Ford Interceptor Warehouse: INHO TPDRCB-INT	1,515.0000	3,030.00
2	2	Y	CP-UV20-CARGO-LP Troy 20-23 Ford PI Utility tilt-up cargo mount w/gas s Warehouse: INHO	633.3300	1,266.66
2	2	Y	EBSDL0002-D SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W Warehouse: INHO INSIDE LIFT GATE	58.3300	116.66
4	4	N	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: INHO	40.0000	160.00
2	2	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: INHO	178.7300	357.46
2	2	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: INHO 18 inch Harness Kit for Remote Node	43.8600	87.72

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENGLMK013 SOI BP LINK KIT, SUPER DUTY, '24 F150, '25 PIU Warehouse: INHO	350.0000	700.00
2	2	N	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: INHO	50.0000	100.00
2	2	N	5026B BlueSea 12 Circuit Fuse Block w/ Ground Bus and Cover Warehouse: INHO	60.0000	120.00
2	2	Y	7189B-BSS Blue Sea 150A Circuit Breaker Warehouse: INHO Circuit Breaker Buss 285 SfcMt 150A (FLM- 5)	50.0000	100.00
2	2	N	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: INHO GRAPHICs	1,400.0000	2,800.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	**Ship To**
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	CUSTOMER SUPPLIED CUSTOMER SUPPLIED EQUIPMENT Warehouse: INHO STALKER RADAR AXON CAMERA SYSTEM COMPUTER MOUNT KENWOOD RADIO PLASTIX PLUS TICKET SYSTEM	0.0000	0.00
2	2	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	550.0000	1,100.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	3,840.0000	7,680.00
2	2	N	INFO BALLISTIC GLASS INSTALL Warehouse: INHO	0.0000	0.00
2	2	Y	DW03008-D22C-00 GGS WINDSHIELD W/CAMERA, 2025 FORD PIU Warehouse: INHO 22MM THINKNESS	2,538.9000	5,077.80

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	593097-A
Customer No.	TOMBALLPD

Bill To	**Ship To**
TOMBALL POLICE DEPARTMENT 400 Fannin St ATTN: BRANDON PATIN TOMBALL, TX 77375	(For Pickup) Houston Istall Shop Warehouse 5121 Steadmont Dr HOUSTON, TX 77040
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/05/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Gerardo Verdin	Kenny Taylor-Install Houston	BRANDON PATIN	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	FE-L-3154-T ISBI BALLISTIC GLASS, LEFT WINDOW, EXPLORER 2020+ T Warehouse: INHO ISBI BALLISTIC GLASS, LEFT WINDOW, EXPLORER 2020+, TINT	1,702.0000	3,404.00
2	2	Y	01-00339 ANGEL ARMOR 2020+ FORD PIU DRIVER DOOR IIIA Warehouse: INHO	915.0000	1,830.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: INHO LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	150.0000	300.00
2	2	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: INHO	1,000.0000	2,000.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	09/10/25
Print Time	03:56:49 PM
Page No.	10

Printed By: Gerardo Verdin

Subtotal	52,604.54
Freight	1,200.00
Order Total	

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	591006-B
Customer No.	TOMBALLPD

Bill To

TOMBALL POLICE DEPARTMENT
400 Fannin St
Tomball, TX 77375

Contact:
Telephone: 281-351-5451
E-mail: apayable@tomballtx.gov

Ship To

TOMBALL POLICE DEPARTMENT
400 Fannin St
Tomball, TX 77375

Contact: KENNY TAYLOR
Telephone: 832-540-9161
E-mail: KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/21/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor-Install Houston	VINCENT MENDEZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	INFO INSIDE SALESMAN: BH Warehouse: DROP	0.0000	0.00
2	2	N	INFO TOMBALL PUBLIC WORKS Warehouse: DROP	0.0000	0.00
2	2	N	INFO 2025 CHEVY SILVERADO 2500HD CREW CAB Warehouse: DROP	0.0000	0.00
2	2	Y	MISC SOUNDOFF LBAR: ENSLB01X79-5C6 Warehouse: DROP	1,607.0000	3,214.00
8	8	Y	EMPS2001N-M SOI, MPWR FASCIA, 4", STM, BLK HSG, BLU/AMB Warehouse: DROP Replaces EMPS2STS4M 4" mpower Fascia with Stud Mount 12 LED 9-32 Volt SAE with 1.5' Pigtail Black Housing with Clear Lens BLU/AMB	110.2500	882.00
4	4	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: DROP	7.8000	31.20

Print Date	08/25/25
Print Time	03:50:15 PM
Page No.	1

Printed By: Blake Hadsell

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-847-8762

Sales Quote No.	591006-B
Customer No.	TOMBALLPD

Bill To	Ship To
TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375	TOMBALL POLICE DEPARTMENT 400 Fannin St Tomball, TX 77375
Contact: **Telephone:** 281-351-5451 **E-mail:** apayable@tomballtx.gov	**Contact:** KENNY TAYLOR **Telephone:** 832-540-9161 **E-mail:** KTAYLOR@DANASAFETYSUPPLY.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/21/25	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Blake Hadsell	Kenny Taylor-Install Houston	VINCENT MENDEZ	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	5025B BlueSea 6 Circuit ST Fuse Block w/ Cover & Ground Bus Warehouse: DROP	40.0000	80.00
2	2	Y	MISC TOGGLE SWITCH Warehouse: DROP	10.0000	20.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	08/25/25
Print Time	03:50:15 PM
Page No.	2

Printed By: Blake Hadsell

Subtotal	4,227.20
Freight	200.00
Order Total	

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 21, 2024

Topic:

Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $180,500, approve the expenditure of funds therefor, 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.

Background:

The City uses Dana Safety Supply, Inc. for vehicle upfits and other repairs and maintenance for both Police and Public Works vehicles. Purchases made with Dana Safety Supply are made through a BuyBoard cooperative purchasing contract and are funded from allocated appropriations as part of the adopted Fiscal Year 2024-2025 Budget. The table below shows the estimated expenditures for the new fleet, four for the Police Department and three for Public Works, as well as additional repairs, maintenance and expenses that may occur throughout the fiscal year.

Vehicle	Amount
Police Department Upfit (4 vehicles)	$73,000.00
Public Works Upfit Estimate (3 vehicles)	$7,500.00
Additional Repairs, Maintenance & Expenses Estimate (as needed)	$100,000.00
Total Expenditure (estimate)	$180,500.00

Staff is requesting approval of the expenditure request of a not-to-exceed amount of $180,500 for upfit and repairs for lighting for all City-owned vehicles for fiscal year 2024-2025 pursuant to the City's adopted Procurement Policy (vendor exceeding $50,000).

Origination: Police Department

Recommendation:

Staff recommends approving the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through BuyBoard contract number #698-23 for a not-to-exceed of $180,500.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #100-121-6405
650-651-6405
650-652-6405

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

Signed Brandon Patin 11/04/2024 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve the expenditure greater than $100,000.00 with Axon Enterprise Inc. for video and surveillance services and licenses for a not-to-exceed amount of $184,381.85. The expenditure is included in the FY 2025-2026 Budget.

Background:

The IT Department manages all technology-based solutions, including personal, vehicle video, and surveillance services for our first responders. Axon is the primary video and surveillance service used by the City's Police Department officers. Axon holds a dominant position in this field and delivers excellent service to a variety of users.

Item	**Amount**
Body worn camera TAP Bundle/Licenses/storage	$83,362.55
AB3C/BWCam TAP/Dynamic Bundle	$6,058.37
Axon Body TAP Refresh/ECOM License/Warranty	$11,990.54
Fleet ALPR License/Integration services	$ 9,224.00
FLEET ADVANCED Bundle w TAP True up	$2,600.02
Body Worn/AB3 Camera Multi-Bay Dock	$1,323.54
Basic to pro conversion	$2,184.00
Pro License Bundle	$795.60
TASER 7 Basic Bundle – 10 Certifications Standard	$47,714.29
FLEET ADVANCED Bundle w TAP True up (3)	$7,671.42
Pro License Bundle	$2,341.00
Pro License Bundle	$1,009.80
FLEET 3A	$3,106.80
Camera docks, taser replacement parts (Miscellaneous items)	$5,000
Total:	**$184,381.85**

Per the City’s adopted Procurement Policy and Manual, cumulative annual expenditures with a single vendor in excess of $100,000 must be approved by City Council. This purchase was made under a

BuyBoard Cooperative Purchasing contract (Contract No. 743-24) with the payments extending for five years for various products and services purchased.

Origination:

Recommendation:

Staff recommend approving the purchase of these video and surveillance services from Axon. in an amount not to exceed $184,381.85 as appropriated in the Fiscal Year 2025-2026 Budget.

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: X No: _____ If yes, specify Account Number: 100-117-6320

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-331466-44482.811DW

Issued: 10/13/2021
Quote Expiration: 10/31/2021
EST Contract Start Date: 11/01/2021
Account Number: 106442
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
400 Fannin St 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball, TX 77375-4645 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Woodhull Phone: Email: dwoodhull@axon.com Fax:	Phone: (281) 290-1344 Email: bpatin@tomballtx.gov Fax:

Program Length	60 Months
TOTAL COST	$416,812.74
ESTIMATED TOTAL W/ TAX	$416,812.74

Bundle Savings	$71,596.78
Additional Savings	$11,222.24
TOTAL SAVINGS	$82,819.02

PAYMENT PLAN: AB3

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	$48,034.55
Year 2	Nov, 2022	$48,034.55
Year 3	Nov, 2023	$48,034.55
Year 4	Nov, 2024	$48,034.55
Year 5	Nov, 2025	$48,034.55

PAYMENT PLAN: Fleet 3 2022

PLAN NAME	INVOICE DATE	AMOUNT DUE
1	Apr, 2022	$35,328.00
2	Apr, 2023	$35,328.00
3	Apr, 2024	$35,328.00
4	Apr, 2025	$35,328.00
5	Apr, 2026	$35,328.00

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40	Annual	$57,600.00
73682	AUTO TAGGING LICENSE	40	Annual	$21,600.00
85144	AXON STARTER	1		$0.00
80464	EXT WARRANTY, CAMERA (TAP)	40		$19,423.88
73309	AXON CAMERA REFRESH ONE	41		$21,467.66
73310	AXON CAMERA REFRESH TWO	41		$22,462.85
80464	EXT WARRANTY, CAMERA (TAP)	1		$485.60
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5		$2,325.68
73689	MULTI-BAY BWC DOCK 1ST REFRESH	5		$2,971.70
73688	MULTI-BAY BWC DOCK 2ND REFRESH	5		$3,110.13
73840	EVIDENCE.COM BASIC LICENSE	54	Annual	$44,970.78
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	Annual	$1,199.22
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	Annual	$8,626.57
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	Annual	$265.43
80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	16		$14,400.00
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	32		$27,370.59
80400	FLEET, VEHICLE LICENSE, LICENSE	16		$16,100.35
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	16		$16,100.35
72040	FLEET REFRESH, 2 CAMERA KIT	16		$36,359.96
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	16		$5,169.29
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	16		$669.24

RECURRING BILLING

Item	Description	QTY	Frequency	Amount Due
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	40	Annual	$57,600.00
73682	AUTO TAGGING LICENSE	40	Annual	$21,600.00

85144	AXON STARTER	1		$0.00
80464	EXT WARRANTY, CAMERA (TAP)	40		$19,423.88
73309	AXON CAMERA REFRESH ONE	41		$21,467.66
73310	AXON CAMERA REFRESH TWO	41		$22,462.85
80464	EXT WARRANTY, CAMERA (TAP)	1		$485.60
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5		$2,325.68
73689	MULTI-BAY BWC DOCK 1ST REFRESH	5		$2,971.70
73688	MULTI-BAY BWC DOCK 2ND REFRESH	5		$3,110.13
73840	EVIDENCE.COM BASIC LICENSE	54	Annual	$44,970.78
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	Annual	$1,199.22
73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	Annual	$8,626.57
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	Annual	$265.43
80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	16		$14,400.00
80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	32		$27,370.59
80400	FLEET, VEHICLE LICENSE, LICENSE	16		$16,100.35
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	16		$16,100.35
72040	FLEET REFRESH, 2 CAMERA KIT	16		$36,359.96
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	16		$5,169.29
80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	16		$669.24

Quote Details

Bundle Summary

Item	Description	QTY
BWCamTAP	Body Worn Camera TAP Bundle	40
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	5
AB3MBD	AB3 Multi Bay Dock Bundle	5
BasicLicense	Basic License Bundle	54
ProLicense	Pro License Bundle	4
AB3C	AB3 Camera Bundle	40
Fleet3B+TAP	Fleet 3 Basic + TAP	16

Bundle: Body Worn Camera TAP Bundle **Quantity: 40** **Start: 11/1/2021** **End: 10/31/2026** **Total: 63839.99 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)

Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	40	$11.67	$8.09	$19,423.88
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	41	$755.00	$523.60	$21,467.66
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	41	$790.00	$547.87	$22,462.85
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	$11.67	$8.09	$485.60

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 5 Start: 11/1/2021 End: 10/31/2026 Total: 8407.51 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5	$21.00	$7.75	$2,325.68
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	5	$1,610.00	$594.34	$2,971.70
Multi-Bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	5	$1,685.00	$622.03	$3,110.13

Bundle: AB3 Multi Bay Dock Bundle Quantity: 5 Start: 11/1/2021 End: 10/31/2026 Total: 7101.25 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	5	$1,495.00	$1,420.25	$7,101.25
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	$0.00	$0.00	$0.00

Bundle: Basic License Bundle Quantity: 54 Start: 11/1/2021 End: 10/31/2026 Total: 46170 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	54	$15.00	$13.88	$44,970.78
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	54	$0.40	$0.37	$1,199.22

Bundle: Pro License Bundle Quantity: 4 Start: 11/1/2021 End: 10/31/2026 Total: 8892 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	4	$39.00	$35.94	$8,626.57
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	$0.40	$0.37	$265.43

Bundle: AB3 Camera Bundle Quantity: 40 Start: 11/1/2021 End: 10/31/2026 Total: 26562 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	40	$699.00	$664.05	$26,562.00

Spare Camera	73202	AXON BODY 3 - NA10	1	$0.00	$0.00	$0.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	44	$0.00	$0.00	$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	44	$0.00	$0.00	$0.00

Bundle: Fleet 3 Basic + TAP **Quantity: 16** **Start: 5/1/2022** **End: 4/30/2027** **Total: 162239.99 USD**

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	32	$17.00	$14.26	$27,370.59
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	16	$20.00	$16.77	$16,100.35
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	16	$2,405.00	$2,016.74	$32,267.78
SIM	72048	FLEET SIM, ATT	16	$15.00	$12.58	$201.25
Router	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	16	$1,509.00	$1,265.39	$20,246.19
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	16	$249.00	$208.80	$3,340.82
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	16	$25.00	$20.96	$335.42
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	16	$1,200.00	$1,006.27	$16,100.35
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	16	$2,710.00	$2,272.50	$36,359.96
Axon Signal Unit	70112	AXON SIGNAL UNIT	16	$279.00	$233.96	$3,743.33
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	16	$25.00	$20.96	$335.42
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	16	$8.96	$7.51	$5,169.29
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	16	$1.16	$0.97	$669.24

Hardware

Requested Ship Date	Item	Description	QTY
10/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	40
10/01/2021	80464	EXT WARRANTY, CAMERA (TAP)	1
10/01/2021	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	44
10/01/2021	74028	WING CLIP MOUNT, AXON RAPIDLOCK	44
10/01/2021	73202	AXON BODY 3 - NA10	1
10/01/2021	73202	AXON BODY 3 - NA10	40
10/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5
10/01/2021	74210	AXON BODY 3 - 8 BAY DOCK	5
10/01/2021	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	5
04/01/2022	72036	FLEET 3 STANDARD 2 CAMERA KIT	16
04/01/2022	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	16
04/01/2022	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	16
04/01/2022	70112	AXON SIGNAL UNIT	16

04/01/2022	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	16
04/01/2022	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	16
04/01/2022	11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	16
04/01/2022	72048	FLEET SIM, ATT	16
04/01/2022	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

10-14-21

Date Signed

10/13/2021

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-378714-45601.662AS

Issued: 11/05/2024

Quote Expiration: 03/31/2022

Estimated Contract Start Date: 04/01/2022

Account Number: 106442
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$30,291.85
ESTIMATED TOTAL W/ TAX	$30,291.85

Discount Summary

Average Savings Per Year	$887.47
TOTAL SAVINGS	$4,437.35

Payment Summary

Date	Subtotal	Tax	Total
Apr 2022	$6,058.37	$0.00	$6,058.37
Apr 2023	$6,058.37	$0.00	$6,058.37
Apr 2024	$6,058.37	$0.00	$6,058.37
Apr 2025	$6,058.37	$0.00	$6,058.37
Apr 2026	$6,058.37	$0.00	$6,058.37
Total	**$30,291.85**	**$0.00**	**$30,291.85**

Quote List Price:	**$34,729.20**
Quote Subtotal:	**$30,291.85**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK		7	$0.00	$0.00	$0.00	$0.00	$0.00
11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)		7	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK		6	$699.00	$671.04	$4,026.24	$0.00	$4,026.24
Body Worn Camera TAP Bundle								
80464	AXON BODY - TAP WARRANTY - CAMERA	60m	6	$700.20	$511.17	$3,067.04	$0.00	$3,067.04
73309	AXON BODY - TAP REFRESH 1 - CAMERA		6	$741.00	$540.96	$3,245.75	$0.00	$3,245.75
73310	AXON BODY - TAP REFRESH 2 - CAMERA		6	$768.00	$560.67	$3,364.02	$0.00	$3,364.02
Individual Items								
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	60m	6	$540.00	$518.40	$3,110.40	$0.00	$3,110.40
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	60m	6	$900.00	$864.00	$5,184.00	$0.00	$5,184.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60m	6	$1,440.00	$1,382.40	$8,294.40	$0.00	$8,294.40
Total						**$30,291.85**	**$0.00**	**$30,291.85**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7		04/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6		04/01/2022
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7		04/01/2022
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6		10/01/2024
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6		04/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	04/01/2022	03/31/2027
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	04/01/2022	03/31/2027
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	04/01/2022	03/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	6	04/01/2022	03/31/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Apr 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6	$805.25	$0.00	$805.25
Year 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	$649.15	$0.00	$649.15
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	$672.80	$0.00	$672.80
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	$622.08	$0.00	$622.08
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	$1,658.88	$0.00	$1,658.88
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	$1,036.80	$0.00	$1,036.80
Year 1	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	$0.00	$0.00	$0.00
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	0	$0.00	$0.00	$0.00
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	6	$613.41	$0.00	$613.41
Total				**$6,058.37**	**$0.00**	**$6,058.37**

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6	$805.25	$0.00	$805.25
Year 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	$649.15	$0.00	$649.15
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	$672.80	$0.00	$672.80
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	$622.08	$0.00	$622.08
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	$1,658.88	$0.00	$1,658.88
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	$1,036.80	$0.00	$1,036.80
Year 2	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	$0.00	$0.00	$0.00
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	6	$613.41	$0.00	$613.41
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	0	$0.00	$0.00	$0.00
Total				**$6,058.37**	**$0.00**	**$6,058.37**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6	$805.25	$0.00	$805.25
Year 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	$649.15	$0.00	$649.15
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	$672.80	$0.00	$672.80
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	$622.08	$0.00	$622.08
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	$1,658.88	$0.00	$1,658.88
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	$1,036.80	$0.00	$1,036.80

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	$0.00	$0.00	$0.00
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	0	$0.00	$0.00	$0.00
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	6	$613.41	$0.00	$613.41
Total				**$6,058.37**	**$0.00**	**$6,058.37**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6	$805.25	$0.00	$805.25
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	$649.15	$0.00	$649.15
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	$672.80	$0.00	$672.80
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	$622.08	$0.00	$622.08
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	$1,658.88	$0.00	$1,658.88
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	$1,036.80	$0.00	$1,036.80
Year 4	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	$0.00	$0.00	$0.00
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	0	$0.00	$0.00	$0.00
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	6	$613.41	$0.00	$613.41
Total				**$6,058.37**	**$0.00**	**$6,058.37**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	7	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	6	$805.25	$0.00	$805.25
Year 5	73309	AXON BODY - TAP REFRESH 1 - CAMERA	6	$649.15	$0.00	$649.15
Year 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	6	$672.80	$0.00	$672.80
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	6	$622.08	$0.00	$622.08
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	6	$1,658.88	$0.00	$1,658.88
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	6	$1,036.80	$0.00	$1,036.80
Year 5	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	7	$0.00	$0.00	$0.00
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	6	$613.41	$0.00	$613.41
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	0	$0.00	$0.00	$0.00
Total				**$6,058.37**	**$0.00**	**$6,058.37**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-382453-45601.786AS

Issued: 11/05/2024

Quote Expiration: 10/31/2022

Estimated Contract Start Date: 11/01/2022

Account Number: 106442
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$59,952.72
ESTIMATED TOTAL W/ TAX	$59,952.72

Discount Summary

Average Savings Per Year	$1,901.14
TOTAL SAVINGS	$9,505.68

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	$11,990.54	$0.00	$11,990.54
Oct 2023	$11,990.54	$0.00	$11,990.54
Oct 2024	$11,990.54	$0.00	$11,990.54
Oct 2025	$11,990.54	$0.00	$11,990.54
Oct 2026	$11,990.56	$0.00	$11,990.56
Total	**$59,952.72**	**$0.00**	**$59,952.72**

Quote List Price:	**$69,458.40**
Quote Subtotal:	**$59,952.72**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)		14	$0.00	$0.00	$0.00	$0.00	$0.00
74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK		14	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK		12	$699.00	$664.05	$7,968.60	$0.00	$7,968.60
Body Worn Camera TAP Bundle								
80464	AXON BODY - TAP WARRANTY - CAMERA	60m	12	$700.20	$505.85	$6,070.20	$0.00	$6,070.20
73309	AXON BODY - TAP REFRESH 1 - CAMERA		12	$741.00	$535.33	$6,423.96	$0.00	$6,423.96
73310	AXON BODY - TAP REFRESH 2 - CAMERA		12	$768.00	$554.83	$6,657.96	$0.00	$6,657.96
Individual Items								
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	60m	12	$540.00	$513.00	$6,156.00	$0.00	$6,156.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	60m	12	$900.00	$855.00	$10,260.00	$0.00	$10,260.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	60m	12	$1,440.00	$1,368.00	$16,416.00	$0.00	$16,416.00
Total						**$59,952.72**	**$0.00**	**$59,952.72**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14		11/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12		11/01/2022
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14		11/01/2022
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12		05/01/2025
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12		11/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	11/01/2022	10/31/2027
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	11/01/2022	10/31/2027
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	11/01/2022	10/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	12	11/01/2022	10/31/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	$1,593.72	$0.00	$1,593.72
Year 1	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	$1,284.79	$0.00	$1,284.79
Year 1	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	$1,331.59	$0.00	$1,331.59
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	$1,231.20	$0.00	$1,231.20
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$3,283.20	$0.00	$3,283.20
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	$2,052.00	$0.00	$2,052.00
Year 1	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	$0.00	$0.00	$0.00
Year 1	80464	AXON BODY - TAP WARRANTY - CAMERA	12	$1,214.04	$0.00	$1,214.04
Total				**$11,990.54**	**$0.00**	**$11,990.54**

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	$1,593.72	$0.00	$1,593.72
Year 2	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	$1,284.79	$0.00	$1,284.79
Year 2	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	$1,331.59	$0.00	$1,331.59
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	$1,231.20	$0.00	$1,231.20
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$3,283.20	$0.00	$3,283.20
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	$2,052.00	$0.00	$2,052.00
Year 2	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	$0.00	$0.00	$0.00
Year 2	80464	AXON BODY - TAP WARRANTY - CAMERA	12	$1,214.04	$0.00	$1,214.04
Total				**$11,990.54**	**$0.00**	**$11,990.54**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	$1,593.72	$0.00	$1,593.72
Year 3	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	$1,284.79	$0.00	$1,284.79
Year 3	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	$1,331.59	$0.00	$1,331.59
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	$1,231.20	$0.00	$1,231.20
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$3,283.20	$0.00	$3,283.20
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	$2,052.00	$0.00	$2,052.00
Year 3	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	$0.00	$0.00	$0.00
Year 3	80464	AXON BODY - TAP WARRANTY - CAMERA	12	$1,214.04	$0.00	$1,214.04

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$11,990.54**	**$0.00**	**$11,990.54**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	$1,593.72	$0.00	$1,593.72
Year 4	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	$1,284.79	$0.00	$1,284.79
Year 4	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	$1,331.59	$0.00	$1,331.59
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	$1,231.20	$0.00	$1,231.20
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$3,283.20	$0.00	$3,283.20
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	$2,052.00	$0.00	$2,052.00
Year 4	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	$0.00	$0.00	$0.00
Year 4	80464	AXON BODY - TAP WARRANTY - CAMERA	12	$1,214.04	$0.00	$1,214.04
Total				**$11,990.54**	**$0.00**	**$11,990.54**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	14	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	12	$1,593.72	$0.00	$1,593.72
Year 5	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	$1,284.79	$0.00	$1,284.79
Year 5	73310	AXON BODY - TAP REFRESH 2 - CAMERA	12	$1,331.59	$0.00	$1,331.59
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	12	$1,231.20	$0.00	$1,231.20
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	12	$3,283.22	$0.00	$3,283.22
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	$2,052.00	$0.00	$2,052.00
Year 5	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	14	$0.00	$0.00	$0.00
Year 5	80464	AXON BODY - TAP WARRANTY - CAMERA	12	$1,214.04	$0.00	$1,214.04
Total				**$11,990.56**	**$0.00**	**$11,990.56**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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Axon Enterprise Inc. Sales Terms and Conditions

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This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

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The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-410409-45601.713AS

Issued: 11/05/2024

Quote Expiration: 09/15/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	55 Months
TOTAL COST	$46,120.00
ESTIMATED TOTAL W/ TAX	$46,120.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2022	$9,224.00	$0.00	$9,224.00
Apr 2023	$9,224.00	$0.00	$9,224.00
Apr 2024	$9,224.00	$0.00	$9,224.00
Apr 2025	$9,224.00	$0.00	$9,224.00
Apr 2026	$9,224.00	$0.00	$9,224.00
Total	**$46,120.00**	**$0.00**	**$46,120.00**

Quote Unbundled Price:	**$46,120.00**
Quote List Price:	**$46,120.00**
Quote Subtotal:	**$46,120.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	55		$49.00	$49.00	$43,120.00	$0.00	$43,120.00
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$46,120.00**	**$0.00**	**$46,120.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	10/01/2022	04/30/2027

Services

Bundle	Item	Description	QTY
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Oct 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$600.00	$0.00	$600.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	$8,624.00	$0.00	$8,624.00
Total				**$9,224.00**	**$0.00**	**$9,224.00**

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$600.00	$0.00	$600.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	$8,624.00	$0.00	$8,624.00
Total				**$9,224.00**	**$0.00**	**$9,224.00**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$600.00	$0.00	$600.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	$8,624.00	$0.00	$8,624.00
Total				**$9,224.00**	**$0.00**	**$9,224.00**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$600.00	$0.00	$600.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	$8,624.00	$0.00	$8,624.00
Total				**$9,224.00**	**$0.00**	**$9,224.00**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$600.00	$0.00	$600.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	16	$8,624.00	$0.00	$8,624.00
Total				**$9,224.00**	**$0.00**	**$9,224.00**

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Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-434825-45601.717AS

Issued: 11/05/2024

Quote Expiration: 11/30/2022

Estimated Contract Start Date: 12/15/2022

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	58.5484 Months
TOTAL COST	$6,617.73
ESTIMATED TOTAL W/ TAX	$6,617.73

Discount Summary

Average Savings Per Year	$843.59
TOTAL SAVINGS	$4,115.91

Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	$1,323.54	$0.00	$1,323.54
Oct 2023	$1,323.55	$0.00	$1,323.55
Oct 2024	$1,323.55	$0.00	$1,323.55
Oct 2025	$1,323.55	$0.00	$1,323.55
Oct 2026	$1,323.54	$0.00	$1,323.54
Total	**$6,617.73**	**$0.00**	**$6,617.73**

Quote Unbundled Price:	**$10,733.64**
Quote List Price:	**$6,558.80**
Quote Subtotal:	**$6,617.73**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	59	$64.88	$29.50	$30.00	$3,539.93	$0.00	$3,539.93
A la Carte Hardware									
AB3MBD	AB3 Multi Bay Dock Bundle	2			$1,538.90	$1,538.90	$3,077.80	$0.00	$3,077.80
Total							**$6,617.73**	**$0.00**	**$6,617.73**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		11/15/2022
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		11/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	2		11/15/2022
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2		05/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2		10/15/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	11/15/2023	10/31/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	2	$615.55	$0.00	$615.55
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$707.99	$0.00	$707.99
Total				**$1,323.54**	**$0.00**	**$1,323.54**

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	2	$615.57	$0.00	$615.57
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$707.98	$0.00	$707.98
Total				**$1,323.55**	**$0.00**	**$1,323.55**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	2	$615.57	$0.00	$615.57
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$707.98	$0.00	$707.98
Total				**$1,323.55**	**$0.00**	**$1,323.55**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	2	$615.57	$0.00	$615.57
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$707.98	$0.00	$707.98
Total				**$1,323.55**	**$0.00**	**$1,323.55**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	2	$615.56	$0.00	$615.56
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	$707.98	$0.00	$707.98
Total				**$1,323.54**	**$0.00**	**$1,323.54**

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Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-503615-45601.758AS

Issued: 11/05/2024

Quote Expiration: 10/27/2023

Estimated Contract Start Date: 11/01/2023

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email: tulostt@hotmail.com	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Keith Ferguson Phone: (281) 351-5451 Email: kferguson@tomballtx.gov Fax:

Quote Summary

Program Length	59 Months
TOTAL COST	$13,813.90
ESTIMATED TOTAL W/ TAX	$13,813.90

Discount Summary

Average Savings Per Year	$923.45
TOTAL SAVINGS	$4,540.30

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	$2,762.78	$0.00	$2,762.78
Oct 2024	$2,762.78	$0.00	$2,762.78
Oct 2025	$2,762.78	$0.00	$2,762.78
Oct 2026	$2,762.78	$0.00	$2,762.78
Oct 2027	$2,762.78	$0.00	$2,762.78
Total	**$13,813.90**	**$0.00**	**$13,813.90**

Quote Unbundled Price:	**$18,354.20**
Quote List Price:	**$15,180.00**
Quote Subtotal:	**$13,813.90**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Basic	TASER 7 Basic Bundle	5	59	$56.76	$46.00	$41.86	$12,348.70	$0.00	$12,348.70
A la Carte Hardware									
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20			$40.25	$36.63	$732.60	$0.00	$732.60
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20			$40.25	$36.63	$732.60	$0.00	$732.60
Total							**$13,813.90**	**$0.00**	**$13,813.90**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 7 Basic Bundle	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	5		10/01/2023
TASER 7 Basic Bundle	20018	AXON TASER - BATTERY PACK - TACTICAL	6		10/01/2023
TASER 7 Basic Bundle	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	5		10/01/2023
TASER 7 Basic Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		10/01/2023
TASER 7 Basic Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		10/01/2023
TASER 7 Basic Bundle	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		10/01/2023
TASER 7 Basic Bundle	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1		10/01/2023
TASER 7 Basic Bundle	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1		10/01/2023
A la Carte	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20		10/01/2023
A la Carte	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20		10/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	5	11/01/2023	09/30/2028
TASER 7 Basic Bundle	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2023	09/30/2028

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	10/01/2024	09/30/2028
TASER 7 Basic Bundle	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	5	10/01/2024	09/30/2028
TASER 7 Basic Bundle	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2024	09/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 1	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 1	T7Basic	TASER 7 Basic Bundle	5	$2,469.74	$0.00	$2,469.74
Total				**$2,762.78**	**$0.00**	**$2,762.78**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 2	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 2	T7Basic	TASER 7 Basic Bundle	5	$2,469.74	$0.00	$2,469.74
Total				**$2,762.78**	**$0.00**	**$2,762.78**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 3	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 3	T7Basic	TASER 7 Basic Bundle	5	$2,469.74	$0.00	$2,469.74
Total				**$2,762.78**	**$0.00**	**$2,762.78**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 4	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 4	T7Basic	TASER 7 Basic Bundle	5	$2,469.74	$0.00	$2,469.74
Total				**$2,762.78**	**$0.00**	**$2,762.78**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 5	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	$146.52	$0.00	$146.52
Year 5	T7Basic	TASER 7 Basic Bundle	5	$2,469.74	$0.00	$2,469.74
Total				**$2,762.78**	**$0.00**	**$2,762.78**

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Date Signed

11/5/2024

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Q-526544-45601.663AS

Issued: 11/05/2024

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Estimated Contract Start Date: 12/15/2023

Account Number: 106442

Payment Terms: N30

Delivery Method:

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Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	40.5333 Months
TOTAL COST	$39,109.67
ESTIMATED TOTAL W/ TAX	$39,109.67

Discount Summary

Average Savings Per Year	$4,286.31
TOTAL SAVINGS	$14,478.19

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$16,095.41	$0.00	$16,095.41
Apr 2024	$7,671.42	$0.00	$7,671.42
Apr 2025	$7,671.42	$0.00	$7,671.42
Apr 2026	$7,671.42	$0.00	$7,671.42
Total	**$39,109.67**	**$0.00**	**$39,109.67**

Quote Unbundled Price:	**$53,587.86**
Quote List Price:	**$38,786.04**
Quote Subtotal:	**$39,109.67**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	25		$108.00	$112.32	$8,424.00	$0.00	$8,424.00
Fleet3A	Fleet 3 Advanced	3	41	$369.82	$249.48	$249.48	$30,685.67	$0.00	$30,685.67
Total							**$39,109.67**	**$0.00**	**$39,109.67**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3		11/15/2023
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	3		11/15/2023
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3		11/15/2023
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	3		11/15/2023
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3		11/15/2023
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3		03/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	12/15/2023	04/30/2027
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	3	12/15/2023	04/30/2027
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	3	12/15/2023	04/30/2027
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	12/15/2023	04/30/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	11/15/2024	04/30/2027
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	11/15/2024	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
True Up	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	3	$8,424.00	$0.00	$8,424.00
Year 1	Fleet3A	Fleet 3 Advanced	3	$7,671.41	$0.00	$7,671.41
Total				**$16,095.41**	**$0.00**	**$16,095.41**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	3	$7,671.42	$0.00	$7,671.42
Total				**$7,671.42**	**$0.00**	**$7,671.42**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	3	$7,671.42	$0.00	$7,671.42
Total				**$7,671.42**	**$0.00**	**$7,671.42**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	3	$7,671.42	$0.00	$7,671.42
Total				**$7,671.42**	**$0.00**	**$7,671.42**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-442665-45601.718AS

Issued: 11/05/2024

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 01/15/2023

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	51.5333 Months
TOTAL COST	$8,736.00
ESTIMATED TOTAL W/ TAX	$8,736.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	$2,184.00	$0.00	$2,184.00
Apr 2024	$2,184.00	$0.00	$2,184.00
Apr 2025	$2,184.00	$0.00	$2,184.00
Apr 2026	$2,184.00	$0.00	$2,184.00
Total	**$8,736.00**	**$0.00**	**$8,736.00**

Quote Unbundled Price:	**$8,736.00**
Quote List Price:	**$8,736.00**
Quote Subtotal:	**$8,736.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	52		$24.00	$24.00	$8,736.00	$0.00	$8,736.00
Total							**$8,736.00**	**$0.00**	**$8,736.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	01/15/2023	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	$2,184.00	$0.00	$2,184.00
Total				**$2,184.00**	**$0.00**	**$2,184.00**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	$2,184.00	$0.00	$2,184.00
Total				**$2,184.00**	**$0.00**	**$2,184.00**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	$2,184.00	$0.00	$2,184.00
Total				**$2,184.00**	**$0.00**	**$2,184.00**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	7	$2,184.00	$0.00	$2,184.00
Total				**$2,184.00**	**$0.00**	**$2,184.00**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-649783-45695.078DC

Issued: 02/06/2025

Quote Expiration: 03/14/2025

Estimated Contract Start Date: 06/15/2025

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	John Sholl Phone: Email: jsholl@axon.com Fax:	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$225,860.29
ESTIMATED TOTAL W/ TAX	$225,860.29

Discount Summary

Average Savings Per Year	$13,442.18
TOTAL SAVINGS	$67,210.91

Payment Summary

Date	Subtotal	Tax	Total
May 2025	$35,000.00	$0.00	$35,000.00
May 2026	$47,714.29	$0.00	$47,714.29
May 2027	$47,715.00	$0.00	$47,715.00
May 2028	$47,715.00	$0.00	$47,715.00
May 2029	$47,716.00	$0.00	$47,716.00
Total	**$225,860.29**	**$0.00**	**$225,860.29**

Quote Unbundled Price:	**$293,071.20**
Quote List Price:	**$246,399.60**
Quote Subtotal:	**$225,860.29**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($2,388.98)	($2,388.98)	$0.00	($2,388.98)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$5,804.87	$5,804.87	$0.00	$5,804.87
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	60	$103.57	$86.66	$80.44	$222,014.40	$0.00	$222,014.40
A la Carte Hardware									
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5			$86.00	$86.00	$430.00	$0.00	$430.00
A la Carte Services									
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.00	$0.00	$0.00	$0.00
Total							**$225,860.29**	**$0.00**	**$225,860.29**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	46	2	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	46	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	690	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	41	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	5	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	46	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	05/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	05/15/2025
A la Carte	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	1	05/15/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	11/15/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	05/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	46	06/15/2025	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	06/15/2025	06/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	46
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	46	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	46	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	05/15/2026	06/14/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	05/15/2026	06/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Fannin St	Tomball	TX	77375-4618	USA
2	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	$899.54	$0.00	$899.54
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($370.20)	$0.00	($370.20)
Year 1	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	$66.63	$0.00	$66.63
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	$34,404.03	$0.00	$34,404.03
Total				**$35,000.00**	**$0.00**	**$35,000.00**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	$1,226.31	$0.00	$1,226.31
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($504.69)	$0.00	($504.69)
Year 2	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	$90.84	$0.00	$90.84
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	$46,901.83	$0.00	$46,901.83
Total				**$47,714.29**	**$0.00**	**$47,714.29**

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	$1,226.33	$0.00	$1,226.33
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($504.69)	$0.00	($504.69)
Year 3	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	$90.84	$0.00	$90.84
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	$46,902.52	$0.00	$46,902.52
Total				**$47,715.00**	**$0.00**	**$47,715.00**

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	$1,226.33	$0.00	$1,226.33
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($504.69)	$0.00	($504.69)
Year 4	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	$90.84	$0.00	$90.84
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	$46,902.52	$0.00	$46,902.52
Total				**$47,715.00**	**$0.00**	**$47,715.00**

May 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	100552	TRANSFER CREDIT - GOODS	1	$1,226.36	$0.00	$1,226.36
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($504.70)	$0.00	($504.70)
Year 5	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	5	$90.84	$0.00	$90.84
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.00	$0.00	$0.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	46	$46,903.50	$0.00	$46,903.50
Total				**$47,716.00**	**$0.00**	**$47,716.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

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Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-317044, Q-342820, Q-358096, Q-503615

Agency is terminating those contracts effective 6/15/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $3,415.89

Any credits contained in this quote are contingent upon payment in full of the following amounts:

INUS284992 - $2,762.78 - 10/1/2024

Signature

Date Signed

2/6/2025

Vendor Contract Information Summary

Vendor	Axon Enterprises
Contact	Ashley Forbrich
Phone	301-356-5253
Email	contracts@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 North 85th Street
Vendor City	Scottsdale
Vendor Zip	85255
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Law Enforcement Body Cameras, Supplies and Equipment
Contract No.	743-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-731543-45867JS

Issued: 07/29/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 106442

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Sholl Phone: Email: jsholl@axon.com Fax:	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$15,534.00
ESTIMATED TOTAL W/ TAX	$15,534.00

Discount Summary

Average Savings Per Year	$665.54
TOTAL SAVINGS	$3,327.72

Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	$3,106.80	$0.00	$3,106.80
Sep 2026	$3,106.80	$0.00	$3,106.80
Sep 2027	$3,106.80	$0.00	$3,106.80
Sep 2028	$3,106.80	$0.00	$3,106.80
Sep 2029	$3,106.80	$0.00	$3,106.80
Total	**$15,534.00**	**$0.00**	**$15,534.00**

Quote Unbundled Price:	**$18,861.00**
Quote List Price:	**$15,534.00**
Quote Subtotal:	**$15,534.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A	Fleet 3 Advanced	1	60	$314.35	$258.90	$258.90	$15,534.00	$0.00	$15,534.00
Total							**$15,534.00**	**$0.00**	**$15,534.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	1	1	09/01/2025
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	1	1	09/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	1	1	09/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	09/01/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	09/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	10/01/2025	09/30/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	10/01/2025	09/30/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	10/01/2025	09/30/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	10/01/2025	09/30/2030

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	09/01/2026	09/30/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	09/01/2026	09/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A	Fleet 3 Advanced	1	$3,106.80	$0.00	$3,106.80
Total				**$3,106.80**	**$0.00**	**$3,106.80**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A	Fleet 3 Advanced	1	$3,106.80	$0.00	$3,106.80
Total				**$3,106.80**	**$0.00**	**$3,106.80**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A	Fleet 3 Advanced	1	$3,106.80	$0.00	$3,106.80
Total				**$3,106.80**	**$0.00**	**$3,106.80**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A	Fleet 3 Advanced	1	$3,106.80	$0.00	$3,106.80
Total				**$3,106.80**	**$0.00**	**$3,106.80**

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A	Fleet 3 Advanced	1	$3,106.80	$0.00	$3,106.80
Total				**$3,106.80**	**$0.00**	**$3,106.80**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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Signature

7-29-25

Date Signed

7/29/2025

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-430943-45601.715AS

Issued: 11/05/2024

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 03/01/2023

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	50 Months
TOTAL COST	$11,480.00
ESTIMATED TOTAL W/ TAX	$11,480.00

Discount Summary

Average Savings Per Year	$1,172.16
TOTAL SAVINGS	$4,884.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	$3,680.00	$0.00	$3,680.00
Apr 2024	$2,600.00	$0.00	$2,600.00
Apr 2025	$2,600.00	$0.00	$2,600.00
Apr 2026	$2,600.00	$0.00	$2,600.00
Total	**$11,480.00**	**$0.00**	**$11,480.00**

Quote Unbundled Price:	**$16,364.00**
Quote List Price:	**$12,079.00**
Quote Subtotal:	**$11,480.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	1	10		$108.00	$108.00	$1,080.00	$0.00	$1,080.00
Fleet3A	Fleet 3 Advanced	1	50	$293.70	$208.00	$208.00	$10,400.00	$0.00	$10,400.00
A la Carte Hardware									
100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20			$29.95	$0.00	$0.00	$0.00	$0.00
Total							**$11,480.00**	**$0.00**	**$11,480.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20		11/01/2022
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1		02/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	1		02/01/2023
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	1		02/01/2023
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1		02/01/2023
Fleet 3 Advanced	72048	AXON FLEET 3 - SIM INSERTION - ATT	1		02/01/2023
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1		02/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	03/01/2023	04/30/2027
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	03/01/2023	04/30/2027
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	1	03/01/2023	04/30/2027
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	03/01/2023	04/30/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated E

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	02/01/2024	04/30/2027
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	02/01/2024	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Feb 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
True Up	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	1	$1,080.00	$0.00	$1,080.00
Year 1	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20	$0.00	$0.00	$0.00
Year 1	Fleet3A	Fleet 3 Advanced	1	$2,600.00	$0.00	$2,600.00
Total				**$3,680.00**	**$0.00**	**$3,680.00**

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20	$0.00	$0.00	$0.00
Year 2	Fleet3A	Fleet 3 Advanced	1	$2,600.00	$0.00	$2,600.00
Total				**$2,600.00**	**$0.00**	**$2,600.00**

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20	$0.00	$0.00	$0.00
Year 3	Fleet3A	Fleet 3 Advanced	1	$2,600.00	$0.00	$2,600.00
Total				**$2,600.00**	**$0.00**	**$2,600.00**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100182	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION WING CLIP	20	$0.00	$0.00	$0.00
Year 4	Fleet3A	Fleet 3 Advanced	1	$2,600.00	$0.00	$2,600.00
Total				**$2,600.00**	**$0.00**	**$2,600.00**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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Acceptance of Terms:

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Signature

Date Signed

11/5/2024

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-679642-45736.624JS

Issued: 03/20/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 04/01/2025

Account Number: 106442

Payment Terms:

Delivery Method:

SHIP TO	BILL TO
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
John Sholl Phone: Email: jsholl@axon.com Fax:	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	25 Months
TOTAL COST	$4,682.00
ESTIMATED TOTAL W/ TAX	$4,682.00

Discount Summary

Average Savings Per Year	($40.32)
TOTAL SAVINGS	($84.00)

Payment Summary

Date	Subtotal	Tax	Total
Mar 2025	$2,341.00	$0.00	$2,341.00
Nov 2026	$2,341.00	$0.00	$2,341.00
Total	**$4,682.00**	**$0.00**	**$4,682.00**

Quote Unbundled Price:	**$4,598.00**
Quote List Price:	**$4,598.00**
Quote Subtotal:	**$4,682.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	4	25		$45.98	$46.82	$4,682.00	$0.00	$4,682.00
Total							**$4,682.00**	**$0.00**	**$4,682.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	04/01/2025	04/30/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	04/01/2025	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	4	$2,341.00	$0.00	$2,341.00
Total				**$2,341.00**	**$0.00**	**$2,341.00**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	$2,341.00	$0.00	$2,341.00
Total				**$2,341.00**	**$0.00**	**$2,341.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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Acceptance of Terms:

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Signature

3-24-25

Date Signed

3/20/2025

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-707888-45820JS

Issued: 06/12/2025

Quote Expiration: 06/30/2025

Estimated Contract Start Date: 07/01/2025

Account Number: 106442

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	John Sholl Phone: Email: jsholl@axon.com Fax:	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	22 Months
TOTAL COST	$2,019.60
ESTIMATED TOTAL W/ TAX	$2,019.60

Discount Summary

Average Savings Per Year	($3.60)
TOTAL SAVINGS	($6.60)

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	$1,009.80	$0.00	$1,009.80
Oct 2026	$1,009.80	$0.00	$1,009.80
Total	**$2,019.60**	**$0.00**	**$2,019.60**

Quote Unbundled Price:	**$2,013.00**
Quote List Price:	**$2,013.00**
Quote Subtotal:	**$2,019.60**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	2	22		$45.75	$45.90	$2,019.60	$0.00	$2,019.60
Total							**$2,019.60**	**$0.00**	**$2,019.60**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	07/01/2025	04/30/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	07/01/2025	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	2	$1,009.80	$0.00	$1,009.80
Total				**$1,009.80**	**$0.00**	**$1,009.80**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	2	$1,009.80	$0.00	$1,009.80
Total				**$1,009.80**	**$0.00**	**$1,009.80**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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Signature

Date Signed

6/12/2025

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-448963-45601.662AS

Issued: 11/05/2024

Quote Expiration: 01/31/2023

Estimated Contract Start Date: 02/15/2023

Account Number: 106442

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Tomball Police Dept. - TX 400 Fannin St Tomball, TX 77375-4618 USA	Tomball Police Dept. - TX 401 Market St Tomball TX 77375-4645 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Brandon Patin Phone: (832) 745-2891 Email: bpatin@tomballtx.gov Fax:

Quote Summary

Program Length	50.5333 Months
TOTAL COST	$3,978.00
ESTIMATED TOTAL W/ TAX	$3,978.00

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	$795.60	$0.00	$795.60
Oct 2023	$795.60	$0.00	$795.60
Oct 2024	$795.60	$0.00	$795.60
Oct 2025	$795.60	$0.00	$795.60
Oct 2026	$795.60	$0.00	$795.60
Total	**$3,978.00**	**$0.00**	**$3,978.00**

Quote Unbundled Price:	**$3,978.00**
Quote List Price:	**$3,978.00**
Quote Subtotal:	**$3,978.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	2	51		$39.00	$39.00	$3,978.00	$0.00	$3,978.00
Total							**$3,978.00**	**$0.00**	**$3,978.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	02/15/2023	04/30/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	02/15/2023	04/30/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
	400 Fannin St	Tomball	TX	77375-4618	USA

Payment Details

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	2	$795.60	$0.00	$795.60
Total				**$795.60**	**$0.00**	**$795.60**

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	2	$795.60	$0.00	$795.60
Total				**$795.60**	**$0.00**	**$795.60**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	2	$795.60	$0.00	$795.60
Total				**$795.60**	**$0.00**	**$795.60**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	2	$795.60	$0.00	$795.60
Total				**$795.60**	**$0.00**	**$795.60**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	ProLicense	Pro License Bundle	2	$795.60	$0.00	$795.60
Total				**$795.60**	**$0.00**	**$795.60**

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract ZZ - EXPIRED - BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/5/2024

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve annual purchases 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 $161,200, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted 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 FY 2025-2026 budget in several departments and object codes, such as parts and materials and 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 appropriations.

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 $100,000 for the same project or item require approval of City Council. Annual expenditures for office supplies and materials are anticipated to exceed $100,000, staff is seeking approval for purchases in FY 2025-2026 for a not-to-exceed amount of $161,200. A full breakdown of the anticipated expenditures is provided in the table below.

Amazon Expenditures for FY 2025-2026	
Department	**Anticipated Expenditure**
Administration (111)	$500
Community Development (112)	$2,700
Mayor & Council (113)	$2,000
City Secretary's Office (114)	$6,500
Human Resources (115)	$4,500
Finance (116)	$3,000
Information Technology (117)	$25,000
Non-Departmental (119)	$1,500
Police Department (121)	$12,000
Municipal Court (122)	$2,000

Community Center (131)	$8,000
Fire Department (142)	$25,000
ESD #15 (145)	$10,000
Public Works Administration (151)	$5,000
Garage (152)	$10,000
Parks (153)	$5,000
Streets (154)	$5,000
Engineering (156)	$1,000
Facilities Maintenance (157)	$10,000
2nd Saturday (241)	$1,000
Marketing (243)	$3,500
Utilities Administration (611)	$5,000
Utility Billing (612)	$2,000
Water (613)	$5,000
Sewer (614)	$2,500
Gas (615)	$2,500
Fleet (651)	$1,000
Total Estimated Expenditures for FY 25-26	**$161,200**

Origination: Project Management

Recommendation:

Staff recommends approving annual purchases from Amazon Capital Services, Inc. for a not-to-exceed amount $161,200 as appropriated in the adopted fiscal year 2025-2026 Budget.

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: Various

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 00 - ACCOUNTS PAYABLE												
000685 - AMAZON CAPITAL SERVICES, INC.							**102,474.26**	**0.00**	**0.00**	**0.00**	**102,474.26**	**102,788.16**
113X-JW4N-HPG7	FY 2025 IT OFFICE & COMPUTER SUPPLIES		1/1/2025		148804	1/9/2025	2,858.50	0.00	0.00	0.00	2,858.50	2,858.50
IT OFFICE & COMPUTER	0.00	0.00	2,858.50	100-117-6101		OFFICE & COMPUTER SUPPLIES	2,858.50					
1146-HJDG-DQVJ	HUMAN RESOURCES AMAZON FY 24-25		1/1/2025		148804	1/9/2025	474.48	0.00	0.00	0.00	474.48	474.48
HR SUPPLIES X-MAS EMI	0.00	0.00	262.02	100-115-6398		BANQUETS, DEDICATION, RECEP	262.02					
HR OFFICE SUPPLIES	0.00	0.00	212.46	100-115-6101		OFFICE & COMPUTER SUPPLIES	212.46					
116D-LQQY-MP3C	RETURN STICKY NOTES HR		11/1/2024		148494	12/2/2024	-15.98	0.00	0.00	0.00	-15.98	-15.98
RETURN STICKY NOTES I	0.00	0.00	-15.98	100-115-6101		OFFICE & COMPUTER SUPPLIES	-15.98					
116X-LT79-G7KH	HUMAN RESOURCES AMAZON FY 24-25		9/1/2025		150840	9/5/2025	298.85	0.00	0.00	0.00	298.85	298.85
HR OFFICE SUPPLIES	0.00	0.00	298.85	100-115-6101		OFFICE & COMPUTER SUPPLIES	298.85					
11MG-LTPT-M1VH	Amazon Spending		7/1/2025		150407	7/11/2025	449.09	0.00	0.00	0.00	449.09	449.09
Office Supplies - PD	0.00	0.00	238.17	100-121-6101		OFFICE & COMPUTER SUPPLIES	238.17					
Materials & Parts - PD	0.00	0.00	134.65	100-121-6106		MATERIALS AND PARTS	134.65					
Clothing & Uniforms - PI	0.00	0.00	76.27	100-121-6107		CLOTHING AND UNIFORMS	76.27					
11MN-3LVX-P3GR	RETURN TABLE PLACE CARDS HR		11/1/2024		148494	12/2/2024	-5.99	0.00	0.00	0.00	-5.99	-5.99
RETURN TABLE PLACE C/	0.00	0.00	-5.99	100-115-6101		OFFICE & COMPUTER SUPPLIES	-5.99					
136Q-W4R9-C43Q	FY 2025 IT OFFICE & COMPUTER SUPPLIES		8/1/2025		150621	8/7/2025	1,554.93	0.00	0.00	0.00	1,554.93	1,554.93
IT OFFICE & COMPUTER	0.00	0.00	1,554.93	100-117-6101		OFFICE & COMPUTER SUPPLIES	1,554.93					
137W-X9Y6-9R3F	HUMAN RESOURCES AMAZON FY 24-25		12/1/2024		148664	12/19/2024	741.75	0.00	0.00	0.00	741.75	741.75
HR SUPPLIES X-MAS EMI	0.00	0.00	527.69	100-115-6398		BANQUETS, DEDICATION, RECEP	527.69					
HR OFFICE SUPPLIES	0.00	0.00	214.06	100-115-6101		OFFICE & COMPUTER SUPPLIES	214.06					
139R-Y7VT-GJTF	PW Amazon expenditures FY 2025		9/1/2025		150893	9/12/2025	8,447.60	0.00	0.00	0.00	8,447.60	8,447.60
Water- Materials and Pa	0.00	0.00	2,380.10	600-613-6106		MATERIALS AND PARTS	2,380.10					
Sewer- Materials and Pa	0.00	0.00	1,547.33	600-614-6106		MATERIALS AND PARTS	1,547.33					
Facilities Materials and I	0.00	0.00	1,143.27	100-157-6206		BUILDING MAINTENANCE	1,143.27					
Gas- Materials and Parts	0.00	0.00	654.36	600-615-6106		MATERIALS AND PARTS	654.36					
Kitchen/ Food Supplies	0.00	0.00	583.85	600-611-6105		FOOD SUPPLIES	583.85					
Office Supplies	0.00	0.00	530.59	600-611-6101		OFFICE & COMPUTER SUPPLIES	530.59					
Office Supplies	0.00	0.00	505.39	100-151-6101		OFFICE & COMPUTER SUPPLIES	505.39					
ESD BUILDING MAINTEN	0.00	0.00	350.07	100-145-6206		BUILDING MAINTENANCE	350.07					
Garage Materials and Pa	0.00	0.00	323.64	100-152-6106		MATERIALS AND PARTS	323.64					
Streets Materials and Pa	0.00	0.00	228.69	100-154-6106		MATERIALS AND PARTS	228.69					
Kitchen/ Food Supplies	0.00	0.00	181.61	100-151-6105		FOOD SUPPLIES	181.61					

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Parks Materials and Part	0.00	0.00	18.70	100-153-6106	MATERIALS AND PARTS	18.70					
139X-N9XF-3YCG	Office and Computer Supplies - Marketing	12/1/2024		148723	1/2/2025	85.08	0.00	0.00	0.00	85.08	85.08
Other Supplies - Market	0.00	0.00	85.08	240-243-6119	OTHER SUPPLIES	85.08					
13DR-QV1H-CM1V	RETURN DISPLAY DIGITAL CLOCK	11/7/2024		148723	1/2/2025	-35.00	0.00	0.00	0.00	-35.00	-35.00
RETURN DISPLAY DIGITA	0.00	0.00	-35.00	100-131-6101	OFFICE & COMPUTER SUPPLIES	-35.00					
13F7-YKQR-R4H1	PO FOR MONTHLY STATION SUPPLIES	4/1/2025		149589	4/10/2025	2,331.61	0.00	0.00	0.00	2,331.61	2,331.61
JANITORIAL SUPPLIES	0.00	0.00	807.75	100-142-6104	JANITORIAL SUPPLIES	807.75					
JANITORIAL SUPPPLIES	0.00	0.00	627.53	100-145-6104	JANITORIAL & CLEANING SUPPLY	627.53					
OTHER SUPPLIES	0.00	0.00	451.14	100-142-6119	OTHER SUPPLIES	451.14					
MATERIALS AND PARTS	0.00	0.00	85.03	100-142-6106	MATERIALS AND PARTS	85.03					
CLOTHING	0.00	0.00	83.18	100-142-6107	CLOTHING AND UNIFORMS	83.18					
OFFICE SUPPLIES	0.00	0.00	75.19	100-142-6101	OFFICE & COMPUTER SUPPLIES	75.19					
CHEMICAL SUPPLIES	0.00	0.00	73.12	100-142-6110	CHEMICAL SUPPLIES	73.12					
OFFICE SUPPLIES	0.00	0.00	28.63	100-145-6101	OFFICE & COMPUTER SUPPLIES	28.63					
BANQUETS/AWARDS	0.00	0.00	28.50	100-145-6398	BANQUETS,DEDICATIONS & RECEPT	28.50					
BANQUETS	0.00	0.00	28.48	100-142-6398	BANQUETS, DEDICATIONS & RECEP	28.48					
MATERIALS AND PARTS	0.00	0.00	23.98	100-145-6106	MATERIALS AND PARTS	23.98					
FOOD SUPPLIES	0.00	0.00	19.08	100-142-6105	FOOD SUPPLIES	19.08					
13GM-HYG7-M3Q9	PO FOR MONTHLY STATION SUPPLIES	5/1/2025		149905	5/15/2025	-16.83	0.00	0.00	0.00	-16.83	-16.83
OTHER SUPPLIES	0.00	0.00	-16.83	100-142-6119	OTHER SUPPLIES	-16.83					
143G-H7T6-1WH1	FY 2025 IT OFFICE & COMPUTER SUPPLIES	3/1/2025		149253	3/6/2025	2,266.45	0.00	0.00	0.00	2,266.45	2,266.45
IT OFFICE & COMPUTER	0.00	0.00	2,266.45	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,266.45					
14H9-J3LM-CYV3	Amazon Spending	1/1/2025		148804	1/9/2025	1,159.90	0.00	0.00	0.00	1,159.90	1,159.90
Office Supplies - PD	0.00	0.00	698.78	100-121-6101	OFFICE & COMPUTER SUPPLIES	698.78					
Clothing & Uniforms - PI	0.00	0.00	244.56	100-121-6107	CLOTHING AND UNIFORMS	244.56					
Materials & Parts - PD	0.00	0.00	216.56	100-121-6106	MATERIALS AND PARTS	216.56					
14KX-6PFQ-MC19	Community Center Amazon Expenditures F	12/31/2024		148804	1/9/2025	2,510.43	0.00	0.00	0.00	2,510.43	2,510.43
Food Supplies	0.00	0.00	864.18	100-131-6105	FOOD SUPPLIES	864.18					
Office & Computer Supp	0.00	0.00	665.02	100-131-6101	OFFICE & COMPUTER SUPPLIES	665.02					
Other Services - Marketi	0.00	0.00	339.89	240-243-6329	OTHER SERVICES	339.89					
Other Supplies - Market	0.00	0.00	286.04	240-243-6119	OTHER SUPPLIES	286.04					
Office and Computer Su	0.00	0.00	175.75	240-243-6101	OFFICE & COMPUTER SUPPLIES	175.75					
Other Supplies	0.00	0.00	89.98	100-131-6119	OTHER SUPPLIES	89.98					
Janitorial Supplies	0.00	0.00	89.57	100-131-6104	JANITORIAL SUPPLIES	89.57					
14RM-1Y9Y-G3HV	PW Amazon expenditures FY 2025	5/1/2025		149905	5/15/2025	1,209.71	0.00	0.00	0.00	1,209.71	1,209.71
Garage Materials and Pa	0.00	0.00	384.21	100-152-6106	MATERIALS AND PARTS	384.21					
Water- Materials and Pa	0.00	0.00	314.99	600-613-6106	MATERIALS AND PARTS	314.99					
Kitchen/ Food Supplies	0.00	0.00	253.96	100-151-6105	FOOD SUPPLIES	253.96					
STEETS - VEHICLE MAINT	0.00	0.00	134.99	100-154-6205	VEHICLE MAINTENANCE	134.99					
Office Supplies	0.00	0.00	76.57	100-151-6101	OFFICE & COMPUTER SUPPLIES	76.57					

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Office Supplies	0.00	0.00	44.99	600-611-6101	OFFICE & COMPUTER SUPPLIES	44.99					
14TH-H16D-YDL6	HUMAN RESOURCES AMAZON FY 24-25	3/1/2025		149253	3/6/2025	138.76	0.00	0.00	0.00	138.76	138.76
HR OFFICE SUPPLIES	0.00	0.00	138.76	100-115-6101	OFFICE & COMPUTER SUPPLIES	138.76					
14WM-9MHX-M4DX	PO FOR MONTHLY STATION SUPPLIES	2/1/2025		149085	2/13/2025	2,126.14	0.00	0.00	0.00	2,126.14	2,126.14
JANITORIAL SUPPLIES	0.00	0.00	621.37	100-142-6104	JANITORIAL SUPPLIES	621.37					
OTHER SUPPLIES	0.00	0.00	406.24	100-142-6119	OTHER SUPPLIES	406.24					
JANITORIAL SUPPPLIES	0.00	0.00	389.85	100-145-6104	JANITORIAL & CLEANING SUPPLY	389.85					
OTHER SUPPLIES	0.00	0.00	229.32	100-145-6119	OTHER SUPPLIES	229.32					
CHEMICAL SUPPLIES	0.00	0.00	79.82	100-142-6110	CHEMICAL SUPPLIES	79.82					
OFFICE SUPPLIES	0.00	0.00	71.25	100-142-6101	OFFICE & COMPUTER SUPPLIES	71.25					
CLOTHING	0.00	0.00	67.98	100-142-6107	CLOTHING AND UNIFORMS	67.98					
FOOD SUPPLIES	0.00	0.00	62.14	100-145-6105	FOOD SUPPLIES	62.14					
FURNITURE	0.00	0.00	55.99	100-145-6130	FURNITURE<$20,000	55.99					
MATERIALS AND PARTS	0.00	0.00	38.04	100-142-6106	MATERIALS AND PARTS	38.04					
MATERIALS AND PARTS	0.00	0.00	38.04	100-145-6106	MATERIALS AND PARTS	38.04					
UNVIERSAL HOLSTER	0.00	0.00	32.99	100-142-6242	COMMUNICATION MAINTENANCE	32.99					
FOOD SUPPLIES	0.00	0.00	20.49	100-142-6105	FOOD SUPPLIES	20.49					
OFFICE SUPPLIES	0.00	0.00	12.62	100-145-6101	OFFICE & COMPUTER SUPPLIES	12.62					
163N-YQV9-TV33	RETURN RESTROOM SIGN	12/18/2024		148723	1/2/2025	-13.59	0.00	0.00	0.00	-13.59	-13.59
RETURN RESTROOM SIG	0.00	0.00	-13.59	100-153-6106	MATERIALS AND PARTS	-13.59					
164J-74NR-DR4D	MISC SUPPLIES FIN/UB	9/1/2025		150840	9/5/2025	1,241.86	0.00	0.00	0.00	1,241.86	1,241.86
PLANNER/FILE FOLDER/I	0.00	0.00	813.95	600-612-6101	OFFICE & COMPUTER SUPPLIES	813.95					
MARKERS/PRINTER/BOC	0.00	0.00	217.73	100-112-6101	OFFICE AND COMPUTER SUPPLIES	217.73					
LETTER OPENER/TONER,	0.00	0.00	117.17	100-116-6101	OFFICE & COMPUTER SUPPLIES	117.17					
DECORATIONS/SUPPLIS	0.00	0.00	93.01	100-111-6119	OTHER SUPPLIES	93.01					
16CT-LJDX-RWFH	PW Amazon expenditures FY 2025	7/1/2025		150663	8/15/2025	586.17	0.00	0.00	0.00	586.17	586.17
Parks Materials and Part	0.00	0.00	225.89	100-153-6106	MATERIALS AND PARTS	225.89					
Garage Materials and Pa	0.00	0.00	180.52	100-152-6106	MATERIALS AND PARTS	180.52					
Streets Materials and Pa	0.00	0.00	110.64	100-154-6106	MATERIALS AND PARTS	110.64					
Office Supplies	0.00	0.00	35.75	100-151-6101	OFFICE & COMPUTER SUPPLIES	35.75					
Office Supplies	0.00	0.00	21.58	600-611-6101	OFFICE & COMPUTER SUPPLIES	21.58					
Water- Materials and Pa	0.00	0.00	11.79	600-613-6106	MATERIALS AND PARTS	11.79					
16XF-4Y71-QKYD	PW Amazon expenditures FY 2025	6/1/2025		150514	7/23/2025	1,172.64	0.00	0.00	0.00	1,172.64	1,172.64
Kitchen/ Food Supplies	0.00	0.00	426.66	600-611-6105	FOOD SUPPLIES	426.66					
Utilities Admin - Vehicle	0.00	0.00	149.99	600-611-6205	VEHICLE MAINTENANCE	149.99					
STEETS - VEHICLE MAINT	0.00	0.00	149.99	100-154-6205	VEHICLE MAINTENANCE	149.99					
Office Supplies	0.00	0.00	145.00	100-151-6101	OFFICE & COMPUTER SUPPLIES	145.00					
Gas Dept - Vehicle Main	0.00	0.00	134.99	600-615-6205	VEHICLE MAINTENANCE	134.99					
Streets - Other Equipme	0.00	0.00	98.03	100-154-6204	OTHER EQUIPMENT MAINTENANCE	98.03					
Garage Materials and Pa	0.00	0.00	67.98	100-152-6106	MATERIALS AND PARTS	67.98					
16YK-CW7Q-9JHD	Amazon Spending	12/1/2024		148553	12/5/2024	33.88	0.00	0.00	0.00	33.88	33.88

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Materials & Parts - PD	0.00	0.00	33.88	100-121-6106	MATERIALS AND PARTS	33.88					
16YX-RTPH-LTQK	FY 2025 IT OFFICE & COMPUTER SUPPLIES	6/1/2025		150078	6/5/2025	1,857.28	0.00	0.00	0.00	1,857.28	1,857.28
IT OFFICE & COMPUTER	0.00	0.00	1,857.28	100-117-6101	OFFICE & COMPUTER SUPPLIES	1,857.28					
17D6-RFQK-VPFC	RETURN POWER CORD ADAPTER	3/19/2025		149448	3/27/2025	-17.99	0.00	0.00	0.00	-17.99	-17.99
RETURN POWER CORD /	0.00	0.00	-17.99	100-112-6101	OFFICE AND COMPUTER SUPPLIES	-17.99					
17JX-DJ1J-NCNP	HUMAN RESOURCES AMAZON FY 24-25	7/1/2025		150407	7/11/2025	-65.06	0.00	0.00	0.00	-65.06	-65.06
HR OFFICE SUPPLIES	0.00	0.00	-65.06	100-115-6101	OFFICE & COMPUTER SUPPLIES	-65.06					
17T7-FY1C-YDV9	RETURN OTTERBOX SAMSUNG GALAXY IT	11/30/2024		148606	12/13/2024	-36.95	0.00	0.00	0.00	-36.95	-36.95
RETURN OTTERBOX SAM	0.00	0.00	-36.95	100-117-6101	OFFICE & COMPUTER SUPPLIES	-36.95					
17WJ-MKHM-76RJ	Amazon Spending	3/1/2025		149371	3/20/2025	-24.70	0.00	0.00	0.00	-24.70	-24.70
Food Supplies - PD	0.00	0.00	-24.70	100-121-6105	FOOD SUPPLIES	-24.70					
196M-JKVY-PGCN	Community Center Amazon Expenditures F	6/1/2025		150171	6/12/2025	575.23	0.00	0.00	0.00	575.23	575.23
Other Supplies	0.00	0.00	435.34	100-131-6119	OTHER SUPPLIES	435.34					
Office and Computer Su	0.00	0.00	89.96	240-243-6101	OFFICE & COMPUTER SUPPLIES	89.96					
2ND SATURDAY - OTHER	0.00	0.00	38.98	240-241-6119	OTHER SUPPLIES	38.98					
Other Services - Marketi	0.00	0.00	10.95	240-243-6329	OTHER SERVICES	10.95					
197T-JQDC-LF9F	Supplies for 114-113 and 122	6/1/2025		150078	6/5/2025	468.30	0.00	0.00	0.00	468.30	468.30
Copy Paper/Ink Toner	0.00	0.00	359.92	100-119-6101	OFFICE & COMPUTER SUPPLIES	359.92					
Office Supplies - City Sec	0.00	0.00	108.38	100-114-6101	OFFICE & COMPUTER SUPPLIES	108.38					
19FQ-9RP1-M9LF	Supplies for 114-113 and 122	2/1/2025		149085	2/13/2025	1,637.88	0.00	0.00	0.00	1,637.88	1,637.88
Office Supplies - City Sec	0.00	0.00	643.06	100-114-6101	OFFICE & COMPUTER SUPPLIES	643.06					
COPY PAPER	0.00	0.00	402.87	100-119-6101	OFFICE & COMPUTER SUPPLIES	402.87					
Banquets, Dedications, F	0.00	0.00	226.89	100-113-6398	BANQUETS, DEDICATION, RECEP	226.89					
Food Supplies - City Secr	0.00	0.00	95.09	100-114-6105	FOOD SUPPLIES	95.09					
Other Supplies - City Cou	0.00	0.00	87.99	100-113-6119	OTHER SUPPLIES	87.99					
Election Services	0.00	0.00	85.47	100-114-6371	ELECTION SERVICES	85.47					
Food Supplies- City Cour	0.00	0.00	47.03	100-113-6105	FOOD SUPPLIES	47.03					
Other Supplies - City Sec	0.00	0.00	19.97	100-114-6119	OTHER SUPPLIES	19.97					
Office Supplies - City Cou	0.00	0.00	18.32	100-113-6101	OFFICE & COMPUTER SUPPLIES	18.32					
Janitorial Supplies - City	0.00	0.00	11.19	100-114-6104	JANITORIAL & CLEANING SUPPLY	11.19					
19HM-Q9DJ-GVVG	RETURN PROTECTION CASE FOR BATTERY	1/1/2025		148804	1/9/2025	-2.99	0.00	0.00	0.00	-2.99	-2.99
RETURN PROTECTION C/	0.00	0.00	-2.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-2.99					
19HP-DLYM-1KCN	PO FOR MONTHLY STATION SUPPLIES	7/14/2025		150514	7/23/2025	-47.33	0.00	0.00	0.00	-47.33	-47.33
CLOTHING	0.00	0.00	-47.33	100-142-6107	CLOTHING AND UNIFORMS	-47.33					
19VX-6CRP-9TYD	RETURN PORTABLE SLEEPING BAG FD	12/3/2024		148606	12/13/2024	-34.91	0.00	0.00	0.00	-34.91	-34.91
RETURN PORTABLE SLEE	0.00	0.00	-34.91	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	-34.91					
1C3J-NCP3-GHGF	PO FOR MONTHLY STATION SUPPLIES	1/1/2025		148935	1/23/2025	2,757.63	0.00	0.00	0.00	2,757.63	2,757.63
FF TOOLS MAINT	0.00	0.00	919.09	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	919.09					
JANITORIAL SUPPLIES	0.00	0.00	557.63	100-142-6104	JANITORIAL SUPPLIES	557.63					

Payable Number / Item Description	Description / Account Number	Units / Account Name	Price / Dist Amount	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
JANITORIAL SUPPPLIES	0.00	0.00	382.43	100-145-6104			JANITORIAL & CLEANING SUPPLY		382.43				
OTHER SUPPLIES	0.00	0.00	224.34	100-145-6119			OTHER SUPPLIES		224.34				
FURNITURE	0.00	0.00	131.84	100-145-6130			FURNITURE<$20,000		131.84				
FOOD SUPPLIES	0.00	0.00	121.20	100-142-6105			FOOD SUPPLIES		121.20				
CHEMICAL SUPPLIES	0.00	0.00	73.96	100-142-6110			CHEMICAL SUPPLIES		73.96				
OTHER SUPPLIES	0.00	0.00	65.26	100-142-6119			OTHER SUPPLIES		65.26				
OFFICE SUPPLIES	0.00	0.00	53.66	100-142-6101			OFFICE & COMPUTER SUPPLIES		53.66				
FOOD SUPPLIES	0.00	0.00	49.04	100-145-6105			FOOD SUPPLIES		49.04				
OFFICE SUPPLIES	0.00	0.00	43.99	100-145-6101			OFFICE & COMPUTER SUPPLIES		43.99				
CHEMICAL SUPPLIES	0.00	0.00	42.62	100-145-6110			CHEMICAL SUPPLIES		42.62				
FF TOOLS/PARTS	0.00	0.00	34.28	100-145-6143			FF TOOL PARTS & SUPPLIES		34.28				
FF TOOLS/PARTS	0.00	0.00	34.27	100-142-6143			FF TOOL PARTS AND SUPPLIES		34.27				
MATERIALS AND PARTS	0.00	0.00	14.03	100-145-6106			MATERIALS AND PARTS		14.03				
POWER SUPPLY CAR PLU	0.00	0.00	9.99	650-651-6405			VEHICLE EQUIPMENT		9.99				
1CK9-LPRR-GG63	Supplies for 114-113 and 122			1/1/2025		148804	1/9/2025	353.27	0.00	0.00	0.00	353.27	353.27
Office Supplies - City Sec	0.00	0.00	291.81	100-114-6101			OFFICE & COMPUTER SUPPLIES		291.81				
Food Supplies - City Secr	0.00	0.00	61.46	100-114-6105			FOOD SUPPLIES		61.46				
1D1T-4JW1-MCGD	MISC SUPPLIES FIN/UB/CD			2/1/2025		149015	2/6/2025	698.96	0.00	0.00	0.00	698.96	698.96
WALL CALENDAR/FLASH	0.00	0.00	553.70	100-112-6101			OFFICE AND COMPUTER SUPPLIES		553.70				
EXT CORD/RECEIPT ROLI	0.00	0.00	106.09	600-612-6101			OFFICE & COMPUTER SUPPLIES		106.09				
ENVELOPES	0.00	0.00	22.49	100-111-6101			OFFICE & COMPUTER SUPPLIES		22.49				
BIRTHDAY DECOR/BALL(	0.00	0.00	16.68	100-116-6101			OFFICE & COMPUTER SUPPLIES		16.68				
1D71-L1YT-MN3M	Supplies for 114-113 and 122			7/1/2025		150514	7/23/2025	1,145.80	0.00	0.00	0.00	1,145.80	1,145.80
Office supplies - Municip	0.00	0.00	580.83	100-122-6101			OFFICE & COMPUTER SUPPLIES		580.83				
Office Supplies - City Sec	0.00	0.00	378.41	100-114-6101			OFFICE & COMPUTER SUPPLIES		378.41				
Food Supplies - City Secr	0.00	0.00	84.94	100-114-6105			FOOD SUPPLIES		84.94				
Janitorial Supplies - City	0.00	0.00	54.59	100-114-6104			JANITORIAL & CLEANING SUPPLY		54.59				
Food Supplies- City Cour	0.00	0.00	47.03	100-113-6105			FOOD SUPPLIES		47.03				
1DLG-YLV3-QCRQ	PO FOR MONTHLY STATION SUPPLIES			8/31/2025		150840	9/5/2025	2,603.74	0.00	0.00	0.00	2,603.74	2,603.74
CLOTHING	0.00	0.00	690.01	100-142-6107			CLOTHING AND UNIFORMS		690.01				
JANITORIAL SUPPLIES	0.00	0.00	687.78	100-142-6104			JANITORIAL SUPPLIES		687.78				
JANITORIAL SUPPPLIES	0.00	0.00	530.17	100-145-6104			JANITORIAL & CLEANING SUPPLY		530.17				
OTHER SUPPLIES	0.00	0.00	145.00	100-145-6119			OTHER SUPPLIES		145.00				
OTHER SUPPLIES	0.00	0.00	138.29	100-142-6119			OTHER SUPPLIES		138.29				
MATERIALS AND PARTS	0.00	0.00	125.36	100-142-6106			MATERIALS AND PARTS		125.36				
FOOD SUPPLIES	0.00	0.00	79.26	100-145-6105			FOOD SUPPLIES		79.26				
OFFICE SUPPLIES	0.00	0.00	78.91	100-142-6101			OFFICE & COMPUTER SUPPLIES		78.91				
FF TOOLS MAINT	0.00	0.00	58.44	100-142-6243			FIREFIGHTING TOOL MAINTENANCI		58.44				
CHEMICAL SUPPLIES	0.00	0.00	39.57	100-145-6110			CHEMICAL SUPPLIES		39.57				
MATERIALS AND PARTS	0.00	0.00	17.99	100-145-6106			MATERIALS AND PARTS		17.99				
OFFICE SUPPLIES	0.00	0.00	12.96	100-145-6101			OFFICE & COMPUTER SUPPLIES		12.96				

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
1DLP-NKNK-1RR3	Community Center Amazon Expenditures F	12/1/2024		148804	1/9/2025	1,258.67	0.00	0.00	0.00	1,258.67	1,258.67
Other Supplies	0.00	0.00	691.92	100-131-6119	OTHER SUPPLIES	691.92					
Other Supplies - Market	0.00	0.00	360.82	240-243-6119	OTHER SUPPLIES	360.82					
Office and Computer Su	0.00	0.00	108.99	240-243-6101	OFFICE & COMPUTER SUPPLIES	108.99					
Office & Computer Supp	0.00	0.00	96.94	100-131-6101	OFFICE & COMPUTER SUPPLIES	96.94					
1DLP-NKNK-G7GP	RETURN UNDER SEAT STORAGE FD	12/1/2024		148606	12/13/2024	-119.95	0.00	0.00	0.00	-119.95	-119.95
RETURN UNDER SEAT ST	0.00	0.00	-119.95	100-142-6119	OTHER SUPPLIES	-119.95					
1DY6-M9GV-4763	RETURN MOUNTING BRACKET	1/3/2025		148935	1/23/2025	-84.95	0.00	0.00	0.00	-84.95	-84.95
RETURN MOUNTING BR	0.00	0.00	-84.95	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	-84.95					
1FHL-XJNL-GH4T	RETURN WALL CALENDAR PW	11/24/2024		148553	12/5/2024	-19.30	0.00	0.00	0.00	-19.30	-19.30
RETURN WALL CALENDA	0.00	0.00	-19.30	600-611-6101	OFFICE & COMPUTER SUPPLIES	-19.30					
1FN6-3WFV-PTQ7	PO FOR MONTHLY STATION SUPPLIES	4/1/2025		149648	4/16/2025	-46.98	0.00	0.00	0.00	-46.98	-46.98
OTHER SUPPLIES	0.00	0.00	-46.98	100-142-6119	OTHER SUPPLIES	-46.98					
1FNK-NNQ7-DLXF	RETURN ELECTRONIC HOOK SWITCH	12/11/2024		148664	12/19/2024	-49.99	0.00	0.00	0.00	-49.99	-49.99
RETURN ELECTRONIC HC	0.00	0.00	-49.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-49.99					
1FV7-Y6WL-FFYH	FY 2025 IT OFFICE & COMPUTER SUPPLIES	5/15/2025		150078	6/5/2025	-7.99	0.00	0.00	0.00	-7.99	-7.99
IT OFFICE & COMPUTER	0.00	0.00	-7.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-7.99					
1FV7-Y6WL-FQRJ	FY 2025 IT OFFICE & COMPUTER SUPPLIES	5/15/2025		150078	6/5/2025	-7.99	0.00	0.00	0.00	-7.99	-7.99
IT OFFICE & COMPUTER	0.00	0.00	-7.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-7.99					
1FWW-JFHF-3QF6	Supplies for 114-113 and 122	3/1/2025		149253	3/6/2025	180.42	0.00	0.00	0.00	180.42	180.42
Banquets, Dedications, F	0.00	0.00	51.45	100-113-6398	BANQUETS, DEDICATION, RECEP	51.45					
Food Supplies - City Secr	0.00	0.00	45.81	100-114-6105	FOOD SUPPLIES	45.81					
Food Supplies- City Cour	0.00	0.00	35.62	100-113-6105	FOOD SUPPLIES	35.62					
Janitorial Supplies - City	0.00	0.00	32.55	100-114-6104	JANITORIAL & CLEANING SUPPLY	32.55					
Office Supplies - City Sec	0.00	0.00	14.99	100-114-6101	OFFICE & COMPUTER SUPPLIES	14.99					
1G1P-6LWF-GN1P	Supplies for 114-113 and 122	9/1/2025		150893	9/12/2025	923.72	0.00	0.00	0.00	923.72	923.72
Office Supplies - City Sec	0.00	0.00	458.32	100-114-6101	OFFICE & COMPUTER SUPPLIES	458.32					
Copy Paper/Ink Toner	0.00	0.00	327.68	100-119-6101	OFFICE & COMPUTER SUPPLIES	327.68					
Food Supplies- City Cour	0.00	0.00	47.03	100-113-6105	FOOD SUPPLIES	47.03					
Janitorial Supplies - City	0.00	0.00	46.18	100-114-6104	JANITORIAL & CLEANING SUPPLY	46.18					
Office Supplies - City Cor	0.00	0.00	44.51	100-113-6101	OFFICE & COMPUTER SUPPLIES	44.51					
1G1P-6LWF-MGKH	Amazon Spending	9/1/2025		150840	9/5/2025	-11.66	0.00	0.00	0.00	-11.66	-11.66
Office Supplies - PD	0.00	0.00	-11.66	100-121-6101	OFFICE & COMPUTER SUPPLIES	-11.66					
1G7G-RCJQ-Q61X	Office and Computer Supplies - Marketing	8/1/2025		150621	8/7/2025	480.06	0.00	0.00	0.00	480.06	480.06
2ND SATURDAY - OTHER	0.00	0.00	255.84	240-241-6119	OTHER SUPPLIES	255.84					
Office and Computer Su	0.00	0.00	131.23	240-243-6101	OFFICE & COMPUTER SUPPLIES	131.23					
Other Supplies - Market	0.00	0.00	52.79	240-243-6119	OTHER SUPPLIES	52.79					
Office & Computer Supp	0.00	0.00	40.20	100-131-6101	OFFICE & COMPUTER SUPPLIES	40.20					
1G7G-RCJQ-RL3F	PO FOR MONTHLY STATION SUPPLIES	7/1/2025		150407	7/11/2025	-48.60	0.00	0.00	0.00	-48.60	-48.60

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JANITORIAL SUPPPLIES	0.00	0.00	-48.60	100-145-6104	JANITORIAL & CLEANING SUPPLY	-48.60					
1GF1-HX1P-34QX	PO FOR MONTHLY STATION SUPPLIES	12/1/2024		148606	12/13/2024	3,564.98	0.00	0.00	0.00	3,564.98	3,564.98
FF TOOLS MAINT	0.00	0.00	1,308.54	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	1,308.54					
OTHER SUPPLIES	0.00	0.00	993.13	100-142-6119	OTHER SUPPLIES	993.13					
JANITORIAL SUPPLIES	0.00	0.00	545.71	100-142-6104	JANITORIAL SUPPLIES	545.71					
JANITORIAL SUPPPLIES	0.00	0.00	338.43	100-145-6104	JANITORIAL & CLEANING SUPPLY	338.43					
OFFICE SUPPLIES	0.00	0.00	216.51	100-142-6101	OFFICE & COMPUTER SUPPLIES	216.51					
FOOD SUPPLIES	0.00	0.00	49.04	100-145-6105	FOOD SUPPLIES	49.04					
OTHER SUPPLIES	0.00	0.00	41.86	100-145-6119	OTHER SUPPLIES	41.86					
CHEMICAL SUPPLIES	0.00	0.00	39.78	100-142-6110	CHEMICAL SUPPLIES	39.78					
CHEMICAL SUPPLIES	0.00	0.00	31.98	100-145-6110	CHEMICAL SUPPLIES	31.98					
1GF1-HX1P-999K	RETURN MESH BATH SPONGES, LIP BALM	12/1/2024		148723	1/2/2025	-43.88	0.00	0.00	0.00	-43.88	-43.88
RETURN MESH BATH SPI	0.00	0.00	-43.88	100-131-6119	OTHER SUPPLIES	-43.88					
1GKF-1LHL-KTRY	PW Amazon expenditures FY 2025	11/15/2024		148606	12/13/2024	2,811.69	0.00	0.00	0.00	2,811.69	2,811.69
Kitchen/ Food Supplies	0.00	0.00	673.43	100-151-6105	FOOD SUPPLIES	673.43					
Garage Materials and Pa	0.00	0.00	652.13	100-152-6106	MATERIALS AND PARTS	652.13					
Facilities Materials and I	0.00	0.00	486.42	100-157-6206	BUILDING MAINTENANCE	486.42					
Office Supplies	0.00	0.00	406.47	600-611-6101	OFFICE & COMPUTER SUPPLIES	406.47					
Engineering - Office Sup	0.00	0.00	156.81	100-156-6101	OFFICE & COMPUTER SUPPLIES	156.81					
Water- Materials and Pa	0.00	0.00	128.86	600-613-6106	MATERIALS AND PARTS	128.86					
Office Supplies	0.00	0.00	89.00	100-151-6101	OFFICE & COMPUTER SUPPLIES	89.00					
Gas Dept - Clothing & Ui	0.00	0.00	88.99	600-615-6107	CLOTHING AND UNIFORMS	88.99					
Streets Materials and Pa	0.00	0.00	88.84	100-154-6106	MATERIALS AND PARTS	88.84					
Sewer- Materials and Pa	0.00	0.00	25.75	600-614-6106	MATERIALS AND PARTS	25.75					
TRASH CAN - JR OFFICE	0.00	0.00	14.99	100-111-6101	OFFICE & COMPUTER SUPPLIES	14.99					
1H6Y-GGHW-GRDJ	Supplies for 114-113 and 122	8/7/2025		150663	8/15/2025	-9.09	0.00	0.00	0.00	-9.09	-9.09
Office Supplies - City Sec	0.00	0.00	-9.09	100-114-6101	OFFICE & COMPUTER SUPPLIES	-9.09					
1H7X-9KKL-MXKP	HUMAN RESOURCES AMAZON FY 24-25	6/1/2025		150078	6/5/2025	227.97	0.00	0.00	0.00	227.97	227.97
HR OFFICE SUPPLIES	0.00	0.00	227.97	100-115-6101	OFFICE & COMPUTER SUPPLIES	227.97					
1JCK-YNVX-GPH4	Amazon Spending	5/1/2025		149837	5/8/2025	1,584.02	0.00	0.00	0.00	1,584.02	1,584.02
Office Supplies - PD	0.00	0.00	1,042.94	100-121-6101	OFFICE & COMPUTER SUPPLIES	1,042.94					
Janitorial Supplies - PD	0.00	0.00	390.04	100-121-6104	JANITORIAL SUPPLIES	390.04					
Materials & Parts - PD	0.00	0.00	151.04	100-121-6106	MATERIALS AND PARTS	151.04					
1JD9-JM11-HP9F	RETURN NAME BADGE HOLDERS PW	1/1/2025		148804	1/9/2025	-16.99	0.00	0.00	0.00	-16.99	-16.99
RETURN NAME BADGE H	0.00	0.00	-16.99	100-151-6101	OFFICE & COMPUTER SUPPLIES	-16.99					
1JGM-X1XY-VJ47	HUMAN RESOURCES AMAZON FY 24-25	4/1/2025		149589	4/10/2025	172.79	0.00	0.00	0.00	172.79	172.79
HR OFFICE SUPPLIES	0.00	0.00	121.26	100-115-6101	OFFICE & COMPUTER SUPPLIES	121.26					
HR FOOD SUPPLIES	0.00	0.00	26.72	100-115-6105	FOOD SUPPLIES	26.72					
HR OTHER SUPPLIES	0.00	0.00	24.81	100-115-6119	OTHER SUPPLIES	24.81					
1JJ3-YRY4-FJYR	RETURN ALL PURPOSE CLEANER FD	12/1/2024		148606	12/13/2024	-39.91	0.00	0.00	0.00	-39.91	-39.91

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
RETURN ALL PURPOSE C	0.00	0.00	-39.91	100-145-6104	JANITORIAL & CLEANING SUPPLY	-39.91					
1JMR-P61H-MDY9	FY 2025 IT OFFICE & COMPUTER SUPPLIES	2/1/2025		149015	2/6/2025	1,047.59	0.00	0.00	0.00	1,047.59	1,047.59
IT OFFICE & COMPUTER	0.00	0.00	1,047.59	100-117-6101	OFFICE & COMPUTER SUPPLIES	1,047.59					
1JQN-NXHF-WV4D	PW Amazon expenditures FY 2025	2/15/2025		149318	3/13/2025	-43.60	0.00	0.00	0.00	-43.60	-43.60
Kitchen/ Food Supplies	0.00	0.00	-21.80	100-151-6105	FOOD SUPPLIES	-21.80					
Kitchen/ Food Supplies	0.00	0.00	-21.80	600-611-6105	FOOD SUPPLIES	-21.80					
1JQP-17R6-RL4F	Supplies for 114-113 and 122	6/1/2025		150171	6/12/2025	-44.99	0.00	0.00	0.00	-44.99	-44.99
Office Supplies - City Sec	0.00	0.00	-44.99	100-114-6101	OFFICE & COMPUTER SUPPLIES	-44.99					
1JWM-GK97-JNV4	Supplies for 114-113 and 122	5/1/2025		149837	5/8/2025	372.14	0.00	0.00	0.00	372.14	372.14
Food Supplies - City Secr	0.00	0.00	171.19	100-114-6105	FOOD SUPPLIES	171.19					
Office Supplies - City Sec	0.00	0.00	86.23	100-114-6101	OFFICE & COMPUTER SUPPLIES	86.23					
Banquets, Dedications, F	0.00	0.00	83.37	100-113-6398	BANQUETS, DEDICATION, RECEP	83.37					
Office Supplies - City Co	0.00	0.00	16.38	100-113-6101	OFFICE & COMPUTER SUPPLIES	16.38					
Janitorial Supplies - City	0.00	0.00	14.97	100-114-6104	JANITORIAL & CLEANING SUPPLY	14.97					
1JYC-W9CC-LWND	PW Amazon expenditures FY 2025	9/1/2025				-313.90	0.00	0.00	0.00	-313.90	0.00
Water- Materials and Pa	0.00	0.00	-313.90	600-613-6106	MATERIALS AND PARTS	-313.90					
1JYH-VRN1-L4JD	Office and Computer Supplies - Marketing	5/1/2025		149905	5/15/2025	264.20	0.00	0.00	0.00	264.20	264.20
Other Supplies - Market	0.00	0.00	166.31	240-243-6119	OTHER SUPPLIES	166.31					
Office & Computer Supp	0.00	0.00	57.91	100-131-6101	OFFICE & COMPUTER SUPPLIES	57.91					
Office and Computer Su	0.00	0.00	39.98	240-243-6101	OFFICE & COMPUTER SUPPLIES	39.98					
1K6X-3PNF-VJPH	RETURN RESTROOM SIGN	12/18/2024		148723	1/2/2025	-13.59	0.00	0.00	0.00	-13.59	-13.59
RETURN RESTROOM SIG	0.00	0.00	-13.59	100-153-6106	MATERIALS AND PARTS	-13.59					
1KK1-VRMH-77X1	HUMAN RESOURCES AMAZON FY 24-25	8/1/2025		150621	8/7/2025	239.48	0.00	0.00	0.00	239.48	239.48
HR OFFICE SUPPLIES	0.00	0.00	133.64	100-115-6101	OFFICE & COMPUTER SUPPLIES	133.64					
HR FOOD SUPPLIES	0.00	0.00	105.84	100-115-6105	FOOD SUPPLIES	105.84					
1KLT-XCG9-QP66	PW Amazon expenditures FY 2025	4/1/2025		149589	4/10/2025	298.36	0.00	0.00	0.00	298.36	298.36
Water- Materials and Pa	0.00	0.00	106.94	600-613-6106	MATERIALS AND PARTS	106.94					
Office Supplies	0.00	0.00	80.76	600-611-6101	OFFICE & COMPUTER SUPPLIES	80.76					
Sewer- Materials and Pa	0.00	0.00	32.99	600-614-6106	MATERIALS AND PARTS	32.99					
Kitchen/ Food Supplies	0.00	0.00	27.99	600-611-6105	FOOD SUPPLIES	27.99					
Kitchen/ Food Supplies	0.00	0.00	27.99	100-151-6105	FOOD SUPPLIES	27.99					
Office Supplies	0.00	0.00	21.69	100-151-6101	OFFICE & COMPUTER SUPPLIES	21.69					
1KPC-GFXQ-LC1V	FY 2025 IT OFFICE & COMPUTER SUPPLIES	9/1/2025		150840	9/5/2025	2,015.72	0.00	0.00	0.00	2,015.72	2,015.72
IT OFFICE & COMPUTER	0.00	0.00	2,015.72	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,015.72					
1KWF-PRWF-9XQF	PW Amazon expenditures FY 2025	5/13/2025		150078	6/5/2025	-28.99	0.00	0.00	0.00	-28.99	-28.99
Office Supplies	0.00	0.00	-28.99	100-151-6101	OFFICE & COMPUTER SUPPLIES	-28.99					
1KXK-KY4N-Q6LN	PW Amazon expenditures FY 2025	2/1/2025		149157	2/20/2025	1,745.29	0.00	0.00	0.00	1,745.29	1,745.29
Garage Materials and Pa	0.00	0.00	512.62	100-152-6106	MATERIALS AND PARTS	512.62					
Parks Materials and Part	0.00	0.00	407.04	100-153-6106	MATERIALS AND PARTS	407.04					

Payable Number / Item Description	Description / Units	Price / Account Number	Post Date / Amount	1099 / Account Name	Payment Number / Dist Amount	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Kitchen/ Food Supplies	0.00	0.00	341.33	600-611-6105	FOOD SUPPLIES			341.33				
Kitchen/ Food Supplies	0.00	0.00	341.32	100-151-6105	FOOD SUPPLIES			341.32				
Office Supplies	0.00	0.00	64.25	100-151-6101	OFFICE & COMPUTER SUPPLIES			64.25				
Office Supplies	0.00	0.00	59.95	600-611-6101	OFFICE & COMPUTER SUPPLIES			59.95				
Water- Materials and Pa	0.00	0.00	18.78	600-613-6106	MATERIALS AND PARTS			18.78				
1KY4-1CTY-4WP9	PO FOR MONTHLY STATION SUPPLIES		5/9/2025		149979	5/22/2025	-194.95	0.00	0.00	0.00	-194.95	-194.95
CLOTHING	0.00	0.00	-194.95	100-142-6107	CLOTHING AND UNIFORMS			-194.95				
1L73-7DH4-PLC6	Supplies for 114-113 and 122		12/31/2024		148804	1/9/2025	419.32	0.00	0.00	0.00	419.32	419.32
Other Supplies - City Cou	0.00	0.00	191.02	100-113-6119	OTHER SUPPLIES			191.02				
Office supplies - Municip	0.00	0.00	111.90	100-122-6101	OFFICE & COMPUTER SUPPLIES			111.90				
Office Supplies - City Sec	0.00	0.00	92.24	100-114-6101	OFFICE & COMPUTER SUPPLIES			92.24				
Janitorial Supplies - City	0.00	0.00	24.16	100-114-6104	JANITORIAL & CLEANING SUPPLY			24.16				
1LC7-4XGY-NCMC	FY 2025 IT OFFICE & COMPUTER SUPPLIES		7/1/2025		150350	7/3/2025	512.65	0.00	0.00	0.00	512.65	512.65
IT OFFICE & COMPUTER	0.00	0.00	512.65	100-117-6101	OFFICE & COMPUTER SUPPLIES			512.65				
1LC7-4XGY-RR1Q	MISC SUPPLIES FINANCE/CD		7/1/2025		150407	7/11/2025	331.82	0.00	0.00	0.00	331.82	331.82
PARTY DECOR/TONER C/	0.00	0.00	193.25	100-116-6101	OFFICE & COMPUTER SUPPLIES			193.25				
BINDERS/POST IT NOTES	0.00	0.00	138.57	100-112-6101	OFFICE AND COMPUTER SUPPLIES			138.57				
1LQW-MC71-FN9N	MISC SUPPLIES FIN/CD		5/1/2025		149837	5/8/2025	288.27	0.00	0.00	0.00	288.27	288.27
BINDERS/PRESENTATIOI	0.00	0.00	185.60	100-112-6101	OFFICE AND COMPUTER SUPPLIES			185.60				
HAND SANITIZER/TONEI	0.00	0.00	53.85	100-116-6101	OFFICE & COMPUTER SUPPLIES			53.85				
LTR OPENER/KEYBOARD	0.00	0.00	48.82	600-612-6101	OFFICE & COMPUTER SUPPLIES			48.82				
1LXT-VDK6-4VGW	Amazon Spending		3/1/2025		149318	3/13/2025	275.26	0.00	0.00	0.00	275.26	275.26
Office Supplies - PD	0.00	0.00	168.98	100-121-6101	OFFICE & COMPUTER SUPPLIES			168.98				
Food Supplies - PD	0.00	0.00	70.65	100-121-6105	FOOD SUPPLIES			70.65				
Materials & Parts - PD	0.00	0.00	35.63	100-121-6106	MATERIALS AND PARTS			35.63				
1LXT-VDK6-6GY3	PO FOR MONTHLY STATION SUPPLIES		3/1/2025		149448	3/27/2025	3,819.07	0.00	0.00	0.00	3,819.07	3,819.07
MATERIALS AND PARTS	0.00	0.00	859.97	100-142-6106	MATERIALS AND PARTS			859.97				
MATERIALS AND PARTS	0.00	0.00	629.62	100-145-6106	MATERIALS AND PARTS			629.62				
JANITORIAL SUPPPLIES	0.00	0.00	541.60	100-145-6104	JANITORIAL & CLEANING SUPPLY			541.60				
JANITORIAL SUPPLIES	0.00	0.00	524.47	100-142-6104	JANITORIAL SUPPLIES			524.47				
OFFICE SUPPLIES	0.00	0.00	239.82	100-142-6101	OFFICE & COMPUTER SUPPLIES			239.82				
OTHER SUPPLIES	0.00	0.00	207.46	100-142-6119	OTHER SUPPLIES			207.46				
OTHER SUPPLIES	0.00	0.00	143.91	100-145-6119	OTHER SUPPLIES			143.91				
FOOD SUPPLIES	0.00	0.00	143.72	100-145-6105	FOOD SUPPLIES			143.72				
OFFICE SUPPLIES	0.00	0.00	88.27	100-145-6101	OFFICE & COMPUTER SUPPLIES			88.27				
FOOD SUPPLIES	0.00	0.00	73.60	100-142-6105	FOOD SUPPLIES			73.60				
EDUCATIONAL SUPPLIES	0.00	0.00	65.67	100-145-6102	EDUCATIONAL SUPPLIES			65.67				
EDUCATIONAL SUPPLIES	0.00	0.00	65.66	100-142-6102	EDUCATIONAL SUPPLIES			65.66				
CLOTHING	0.00	0.00	63.35	100-142-6107	CLOTHING AND UNIFORMS			63.35				
OTHER EQUIP MAINT	0.00	0.00	46.08	100-145-6204	OTHER EQUIPMENT MAINT.			46.08				
CHEMICAL SUPPLIES	0.00	0.00	42.96	100-145-6110	CHEMICAL SUPPLIES			42.96				

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CHEMICAL SUPPLIES	0.00	0.00	42.96	100-142-6110	CHEMICAL SUPPLIES	42.96					
SHOP 24-220	0.00	0.00	39.95	650-651-6405	VEHICLE EQUIPMENT	39.95					
1MCM-JX1Y-W36J	RETURN RESTROOM SIGN	12/18/2024		148723	1/2/2025	-81.54	0.00	0.00	0.00	-81.54	-81.54
RETURN RESTROOM SIG	0.00	0.00	-81.54	100-153-6106	MATERIALS AND PARTS	-81.54					
1MFQ-JHKK-11Y9	RETURN HANNAY REEL NOT NEEDED FOR B	9/4/2025		150893	9/12/2025	-341.29	0.00	0.00	0.00	-341.29	-341.29
RETURN HANNAY REEL I	0.00	0.00	-341.29	100-142-6205	VEHICLE MAINTENANCE	-341.29					
1MLH-LX9J-9NFC	Supplies for 114-113 and 122	12/18/2024		148804	1/9/2025	474.54	0.00	0.00	0.00	474.54	474.54
Banquets, Dedications, I	0.00	0.00	196.77	100-113-6398	BANQUETS, DEDICATION, RECEP	196.77					
Office Supplies - City Sec	0.00	0.00	123.60	100-114-6101	OFFICE & COMPUTER SUPPLIES	123.60					
Food Supplies - City Secr	0.00	0.00	121.00	100-114-6105	FOOD SUPPLIES	121.00					
Office Supplies - City Ma	0.00	0.00	21.83	100-111-6101	OFFICE & COMPUTER SUPPLIES	21.83					
Janitorial Supplies - City	0.00	0.00	11.34	100-114-6104	JANITORIAL & CLEANING SUPPLY	11.34					
1MNR-XCFC-6CRD	Supplies for 114-113 and 122	8/1/2025		150725	8/21/2025	160.58	0.00	0.00	0.00	160.58	160.58
Food Supplies - City Secr	0.00	0.00	89.28	100-114-6105	FOOD SUPPLIES	89.28					
Office Supplies - City Sec	0.00	0.00	56.31	100-114-6101	OFFICE & COMPUTER SUPPLIES	56.31					
Office Supplies - City Cou	0.00	0.00	14.99	100-113-6101	OFFICE & COMPUTER SUPPLIES	14.99					
1MV6-XDNR-GYNG	RETURN WALL CALENDAR PW	11/24/2024		148553	12/5/2024	-19.30	0.00	0.00	0.00	-19.30	-19.30
RETURN WALL CALENDA	0.00	0.00	-19.30	600-611-6101	OFFICE & COMPUTER SUPPLIES	-19.30					
1N6J-H4L1-9DQJ	RETURN OTTERBOX CD	2/13/2025		149157	2/20/2025	-9.15	0.00	0.00	0.00	-9.15	-9.15
RETURN OTTERBOX CD	0.00	0.00	-9.15	100-112-6101	OFFICE AND COMPUTER SUPPLIES	-9.15					
1N79-LP4R-M3TC	PO FOR MONTHLY STATION SUPPLIES	7/31/2025		150663	8/15/2025	2,936.14	0.00	0.00	0.00	2,936.14	2,936.14
OTHER SUPPLIES	0.00	0.00	561.19	100-142-6119	OTHER SUPPLIES	561.19					
JANITORIAL SUPPLIES	0.00	0.00	500.43	100-142-6104	JANITORIAL SUPPLIES	500.43					
OTHER SUPPLIES	0.00	0.00	409.43	100-145-6119	OTHER SUPPLIES	409.43					
JANITORIAL SUPPPLIES	0.00	0.00	395.97	100-145-6104	JANITORIAL & CLEANING SUPPLY	395.97					
OFFICE SUPPLIES	0.00	0.00	237.05	100-145-6101	OFFICE & COMPUTER SUPPLIES	237.05					
FURNITURE	0.00	0.00	206.54	100-142-6130	FURNITURE <$20,000	206.54					
OFFICE SUPPLIES	0.00	0.00	172.93	100-142-6101	OFFICE & COMPUTER SUPPLIES	172.93					
FOOD SUPPLIES	0.00	0.00	168.76	100-142-6105	FOOD SUPPLIES	168.76					
FOOD SUPPLIES	0.00	0.00	103.90	100-145-6105	FOOD SUPPLIES	103.90					
FF TOOLS MAINT	0.00	0.00	81.44	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	81.44					
CLOTHING	0.00	0.00	51.92	100-142-6107	CLOTHING AND UNIFORMS	51.92					
CHEMICAL SUPPLIES	0.00	0.00	31.39	100-145-6110	CHEMICAL SUPPLIES	31.39					
MATERIALS AND PARTS	0.00	0.00	15.19	100-145-6106	MATERIALS AND PARTS	15.19					
1N7J-F3TH-K36K	HUMAN RESOURCES AMAZON FY 24-25	7/1/2025		150350	7/3/2025	303.01	0.00	0.00	0.00	303.01	303.01
HR OFFICE SUPPLIES	0.00	0.00	303.01	100-115-6101	OFFICE & COMPUTER SUPPLIES	303.01					
1N7K-KH9Q-7V6L	Amazon Spending	9/1/2025		150893	9/12/2025	594.47	0.00	0.00	0.00	594.47	594.47
Office Supplies - PD	0.00	0.00	263.33	100-121-6101	OFFICE & COMPUTER SUPPLIES	263.33					
Furniture - PD	0.00	0.00	169.99	100-121-6130	FURNITURE <$20,000	169.99					
Janitorial Supplies - PD	0.00	0.00	124.95	100-121-6104	JANITORIAL SUPPLIES	124.95					

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
Materials & Parts - PD	0.00	0.00	36.20	100-121-6106	MATERIALS AND PARTS	36.20					
1NCQ-HP4C-9X6P	PW Amazon expenditures FY 2025	5/13/2025		149979	5/22/2025	-88.99	0.00	0.00	0.00	-88.99	-88.99
Gas Dept - Clothing & Ui	0.00	0.00	-88.99	600-615-6107	CLOTHING AND UNIFORMS	-88.99					
1NLH-6MQP-LNK4	Amazon Spending	6/1/2025		150078	6/5/2025	206.40	0.00	0.00	0.00	206.40	206.40
Office Supplies - PD	0.00	0.00	146.04	100-121-6101	OFFICE & COMPUTER SUPPLIES	146.04					
Materials & Parts - PD	0.00	0.00	60.36	100-121-6106	MATERIALS AND PARTS	60.36					
1NLH-6MQP-PWWV	OFFICE SUPPLIES FINANCE/CD	6/1/2025		150458	7/17/2025	289.69	0.00	0.00	0.00	289.69	289.69
PLANNER/CERTIFICATE F	0.00	0.00	271.40	100-112-6101	OFFICE AND COMPUTER SUPPLIES	271.40					
POST IT NOTES	0.00	0.00	18.29	100-116-6101	OFFICE & COMPUTER SUPPLIES	18.29					
1P79-FV9R-DJRL	RETURN ELECTRONIC HOOK SWITCH	12/11/2024		148664	12/19/2024	-249.95	0.00	0.00	0.00	-249.95	-249.95
RETURN ELECTRONIC HC	0.00	0.00	-249.95	100-117-6101	OFFICE & COMPUTER SUPPLIES	-249.95					
1P7X-J499-H7FT	PW Amazon expenditures FY 2025	1/1/2025		148865	1/17/2025	2,262.93	0.00	0.00	0.00	2,262.93	2,262.93
Streets Materials and Pa	0.00	0.00	725.16	100-154-6106	MATERIALS AND PARTS	725.16					
Sewer- Materials and Pa	0.00	0.00	396.32	600-614-6106	MATERIALS AND PARTS	396.32					
Gas- Materials and Parts	0.00	0.00	280.71	600-615-6106	MATERIALS AND PARTS	280.71					
Water- Materials and Pa	0.00	0.00	241.72	600-613-6106	MATERIALS AND PARTS	241.72					
Parks Materials and Part	0.00	0.00	186.52	100-153-6106	MATERIALS AND PARTS	186.52					
Facilities Materials and I	0.00	0.00	171.98	100-157-6206	BUILDING MAINTENANCE	171.98					
25-234 AUX LIGHT SYME	0.00	0.00	164.97	650-651-6405	VEHICLE EQUIPMENT	164.97					
Office Supplies	0.00	0.00	68.87	600-611-6101	OFFICE & COMPUTER SUPPLIES	68.87					
Office Supplies	0.00	0.00	26.68	100-151-6101	OFFICE & COMPUTER SUPPLIES	26.68					
1PMN-9MJ6-P9TC	Amazon Spending	2/1/2025		149085	2/13/2025	688.73	0.00	0.00	0.00	688.73	688.73
Clothing & Uniforms - PI	0.00	0.00	309.66	100-121-6107	CLOTHING AND UNIFORMS	309.66					
Materials & Parts - PD	0.00	0.00	294.63	100-121-6106	MATERIALS AND PARTS	294.63					
Office Supplies - PD	0.00	0.00	42.26	100-121-6101	OFFICE & COMPUTER SUPPLIES	42.26					
TRAINING DUMMY ROU	0.00	0.00	42.18	100-121-6337	TRAINING	42.18					
1PPQ-7PCQ-PNDJ	PO FOR MONTHLY STATION SUPPLIES	6/12/2025		150350	7/3/2025	-16.03	0.00	0.00	0.00	-16.03	-16.03
CLOTHING	0.00	0.00	-16.03	100-142-6107	CLOTHING AND UNIFORMS	-16.03					
1PRW-LHWC-MR3D	Community Center Amazon Expenditures F	4/30/2025		149979	5/22/2025	2,237.73	0.00	0.00	0.00	2,237.73	2,237.73
Other Services - CC	0.00	0.00	1,410.28	100-131-6329	OTHER SERVICES	1,410.28					
Other Supplies	0.00	0.00	464.24	100-131-6119	OTHER SUPPLIES	464.24					
Office & Computer Supp	0.00	0.00	201.87	100-131-6101	OFFICE & COMPUTER SUPPLIES	201.87					
Office and Computer Su	0.00	0.00	81.43	240-243-6101	OFFICE & COMPUTER SUPPLIES	81.43					
Other Supplies - Market	0.00	0.00	33.97	240-243-6119	OTHER SUPPLIES	33.97					
2ND SATURDAY - OTHER	0.00	0.00	24.97	240-241-6358	OTHER TOURISM EXPENDITURE	24.97					
Other Services - Marketi	0.00	0.00	20.97	240-243-6329	OTHER SERVICES	20.97					
1Q3H-HPMN-7MFW	Community Center Amazon Expenditures F	4/30/2025		149750	5/2/2025	1,569.97	0.00	0.00	0.00	1,569.97	1,569.97
Other Services - CC	0.00	0.00	538.97	100-131-6329	OTHER SERVICES	538.97					
Other Supplies	0.00	0.00	420.94	100-131-6119	OTHER SUPPLIES	420.94					
Office & Computer Supp	0.00	0.00	235.91	100-131-6101	OFFICE & COMPUTER SUPPLIES	235.91					

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**				
Other Supplies - Market	0.00	0.00	167.52	240-243-6119	OTHER SUPPLIES		167.52				
Office and Computer Su	0.00	0.00	122.95	240-243-6101	OFFICE & COMPUTER SUPPLIES		122.95				
2ND SATURDAY - OTHER	0.00	0.00	59.55	240-241-6119	OTHER SUPPLIES		59.55				
Food Supplies	0.00	0.00	24.13	100-131-6105	FOOD SUPPLIES		24.13				
1QDW-CKLQ-JW43	RETURN WALL CALENDAR CD	2/27/2025		149318	3/13/2025	-25.39	0.00	0.00	0.00	-25.39	-25.39
RETURN WALL CALENDA	0.00	0.00	-25.39	100-112-6101	OFFICE AND COMPUTER SUPPLIES		-25.39				
1QH6-PQR1-4Y3K	Community Center Amazon Expenditures F	8/1/2025		150621	8/7/2025	973.71	0.00	0.00	0.00	973.71	973.71
Other Supplies	0.00	0.00	802.16	100-131-6119	OTHER SUPPLIES		802.16				
Office & Computer Supp	0.00	0.00	84.98	100-131-6101	OFFICE & COMPUTER SUPPLIES		84.98				
Food Supplies	0.00	0.00	64.98	100-131-6105	FOOD SUPPLIES		64.98				
Janitorial Supplies	0.00	0.00	21.59	100-131-6104	JANITORIAL SUPPLIES		21.59				
1QLV-79PQ-LR3R	PO FOR MONTHLY STATION SUPPLIES	11/11/2024		148606	12/13/2024	3,951.09	0.00	0.00	0.00	3,951.09	3,951.09
JANITORIAL SUPPPLIES	0.00	0.00	1,170.87	100-145-6104	JANITORIAL & CLEANING SUPPLY		1,170.87				
JANITORIAL SUPPLIES	0.00	0.00	546.97	100-142-6104	JANITORIAL SUPPLIES		546.97				
OTHER SUPPLIES	0.00	0.00	465.40	100-145-6119	OTHER SUPPLIES		465.40				
OFFICE SUPPLIES	0.00	0.00	450.95	100-142-6101	OFFICE & COMPUTER SUPPLIES		450.95				
FURNITURE	0.00	0.00	389.22	100-142-6130	FURNITURE <$20,000		389.22				
FF TOOLS MAINT	0.00	0.00	366.39	100-142-6243	FIREFIGHTING TOOL MAINTENANCI		366.39				
CLOTHING	0.00	0.00	139.95	100-145-6107	CLOTHING AND UNIFORMS		139.95				
CHEMICAL SUPPLIES	0.00	0.00	70.67	100-142-6110	CHEMICAL SUPPLIES		70.67				
EDUCATIONAL SUPPLIES	0.00	0.00	62.50	100-145-6102	EDUCATIONAL SUPPLIES		62.50				
EDUCATIONAL SUPPLIES	0.00	0.00	62.50	100-142-6102	EDUCATIONAL SUPPLIES		62.50				
FOOD SUPPLIES	0.00	0.00	50.52	100-145-6105	FOOD SUPPLIES		50.52				
OFFICE SUPPLIES	0.00	0.00	45.02	100-145-6101	OFFICE & COMPUTER SUPPLIES		45.02				
MATERIALS AND PARTS	0.00	0.00	43.99	100-145-6106	MATERIALS AND PARTS		43.99				
OTHER SUPPLIES	0.00	0.00	36.98	100-142-6119	OTHER SUPPLIES		36.98				
CHEMICAL SUPPLIES	0.00	0.00	32.72	100-145-6110	CHEMICAL SUPPLIES		32.72				
FOOD SUPPLIES	0.00	0.00	16.44	100-142-6105	FOOD SUPPLIES		16.44				
1QPC-L9WC-WPQG	Amazon Spending	4/1/2025		149589	4/10/2025	402.42	0.00	0.00	0.00	402.42	402.42
Office Supplies - PD	0.00	0.00	231.95	100-121-6101	OFFICE & COMPUTER SUPPLIES		231.95				
Clothing & Uniforms - PI	0.00	0.00	139.46	100-121-6107	CLOTHING AND UNIFORMS		139.46				
Food Supplies - PD	0.00	0.00	31.01	100-121-6105	FOOD SUPPLIES		31.01				
1QRD-HYRP-4VXM	MISC OFFICE SUPPLIES FINANCE/CD	12/1/2024		148553	12/5/2024	217.67	0.00	0.00	0.00	217.67	217.67
PAPER CLIPS/ENVELOPE	0.00	0.00	100.40	100-116-6101	OFFICE & COMPUTER SUPPLIES		100.40				
IPAD KEYBOARD/CUBICL	0.00	0.00	87.28	100-112-6101	OFFICE AND COMPUTER SUPPLIES		87.28				
DUAL MONITOR STAND	0.00	0.00	29.99	600-612-6101	OFFICE & COMPUTER SUPPLIES		29.99				
1QXJ-GDH6-TQMH	HUMAN RESOURCES AMAZON FY 24-25	2/1/2025		149157	2/20/2025	561.50	0.00	0.00	0.00	561.50	561.50
HR OFFICE SUPPLIES	0.00	0.00	561.50	100-115-6101	OFFICE & COMPUTER SUPPLIES		561.50				
1R1V-G697-VXPY	RETURN JOB TICKET HOLDERS	12/18/2024		148723	1/2/2025	-26.58	0.00	0.00	0.00	-26.58	-26.58
RETURN JOB TICKET HOI	0.00	0.00	-13.29	100-151-6105	FOOD SUPPLIES		-13.29				

Payable Number / Item Description	Description / Units	Post Date / Price	1099 / Amount	Payment Number / Account Number	Payment Date / Account Name	Amount / Dist Amount	Shipping	Tax	Discount	Net	Payment
RETURN JOB TICKET HOI	0.00	0.00	-13.29	600-611-6105	FOOD SUPPLIES	-13.29					
1R7N-PXM4-LRF7	Supplies for 114-113 and 122	5/10/2025		149905	5/15/2025	-73.26	0.00	0.00	0.00	-73.26	-73.26
Office Supplies - City Sec	0.00	0.00	-73.26	100-114-6101	OFFICE & COMPUTER SUPPLIES	-73.26					
1RDQ-RRWX-FMQC	HUMAN RESOURCES AMAZON FY 24-25	8/4/2025		150663	8/15/2025	-52.92	0.00	0.00	0.00	-52.92	-52.92
HR FOOD SUPPLIES	0.00	0.00	-52.92	100-115-6105	FOOD SUPPLIES	-52.92					
1RMQ-FJJ3-9DLH	FY 2025 IT OFFICE & COMPUTER SUPPLIES	12/1/2024		148553	12/5/2024	2,024.73	0.00	0.00	0.00	2,024.73	2,024.73
IT OFFICE & COMPUTER	0.00	0.00	2,024.73	100-117-6101	OFFICE & COMPUTER SUPPLIES	2,024.73					
1RXF-T9TR-G34W	FY 2025 IT OFFICE & COMPUTER SUPPLIES	5/15/2025		150078	6/5/2025	-7.99	0.00	0.00	0.00	-7.99	-7.99
IT OFFICE & COMPUTER	0.00	0.00	-7.99	100-117-6101	OFFICE & COMPUTER SUPPLIES	-7.99					
1T67-XNTL-7KVM	MISC SUPPLIES P&I/FINANCE/UB	10/1/2024		148007	10/3/2024	1,069.50	0.00	0.00	0.00	1,069.50	1,069.50
PENS/DRY ERASE BOARI	0.00	0.00	377.29	100-112-6101	OFFICE AND COMPUTER SUPPLIES	377.29					
STICKY NOTES/STAPLER/	0.00	0.00	342.25	600-612-6101	OFFICE & COMPUTER SUPPLIES	342.25					
OFFICE CHAIR	0.00	0.00	259.99	600-612-6101	OFFICE & COMPUTER SUPPLIES	259.99					
STICKY NOTE DISPENSER	0.00	0.00	89.97	100-116-6101	OFFICE & COMPUTER SUPPLIES	89.97					
1T7V-94GM-9N17	PW Amazon expenditures FY 2025	8/1/2025		150663	8/15/2025	919.78	0.00	0.00	0.00	919.78	919.78
Kitchen/ Food Supplies	0.00	0.00	296.26	600-611-6105	FOOD SUPPLIES	296.26					
25-223 RED LIGHT ROCK	0.00	0.00	202.88	650-651-6405	VEHICLE EQUIPMENT	202.88					
Office Supplies	0.00	0.00	115.98	100-151-6101	OFFICE & COMPUTER SUPPLIES	115.98					
Garage Materials and Pa	0.00	0.00	99.99	100-152-6106	MATERIALS AND PARTS	99.99					
Parks Materials and Part	0.00	0.00	92.16	100-153-6106	MATERIALS AND PARTS	92.16					
Water- Materials and Pa	0.00	0.00	82.99	600-613-6106	MATERIALS AND PARTS	82.99					
Streets Materials and Pa	0.00	0.00	9.84	100-154-6106	MATERIALS AND PARTS	9.84					
Gas- Materials and Parts	0.00	0.00	9.84	600-615-6106	MATERIALS AND PARTS	9.84					
Sewer- Materials and Pa	0.00	0.00	9.84	600-614-6106	MATERIALS AND PARTS	9.84					
1TCX-WYM3-TNP7	Supplies for 114-113 and 122	4/1/2025		149648	4/16/2025	-26.98	0.00	0.00	0.00	-26.98	-26.98
Office supplies - Municip	0.00	0.00	-26.98	100-122-6101	OFFICE & COMPUTER SUPPLIES	-26.98					
1TDG-3C79-1T6F	Amazon Spending	8/1/2025		150621	8/7/2025	1,626.14	0.00	0.00	0.00	1,626.14	1,626.14
Materials & Parts - PD	0.00	0.00	1,363.74	100-121-6106	MATERIALS AND PARTS	1,363.74					
Office Supplies - PD	0.00	0.00	228.38	100-121-6101	OFFICE & COMPUTER SUPPLIES	228.38					
Food Supplies - PD	0.00	0.00	34.02	100-121-6105	FOOD SUPPLIES	34.02					
1TGH-GWFJ-KM7F	Supplies for 114-113 and 122	4/1/2025		149589	4/10/2025	335.48	0.00	0.00	0.00	335.48	335.48
Copy Paper/Ink Toner	0.00	0.00	224.95	100-119-6101	OFFICE & COMPUTER SUPPLIES	224.95					
Office supplies - Municip	0.00	0.00	43.87	100-122-6101	OFFICE & COMPUTER SUPPLIES	43.87					
Office Supplies - City Cou	0.00	0.00	37.94	100-113-6101	OFFICE & COMPUTER SUPPLIES	37.94					
Office Supplies - City Sec	0.00	0.00	28.72	100-114-6101	OFFICE & COMPUTER SUPPLIES	28.72					
1THR-1XGT-MP9W	PW Amazon expenditures FY 2025	1/2/2025		149015	2/6/2025	-119.88	0.00	0.00	0.00	-119.88	-119.88
Water- Materials and Pa	0.00	0.00	-119.88	600-613-6106	MATERIALS AND PARTS	-119.88					
1THY-VGXJ-9QX1	PW Amazon expenditures FY 2025	12/1/2024		148723	1/2/2025	3,651.97	0.00	0.00	0.00	3,651.97	3,651.97
Parks Materials and Part	0.00	0.00	1,515.79	100-153-6106	MATERIALS AND PARTS	1,515.79					

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**				
Streets Materials and Pa	0.00	0.00	518.87	100-154-6106	MATERIALS AND PARTS		518.87				
Sewer- Materials and Pa	0.00	0.00	487.77	600-614-6106	MATERIALS AND PARTS		487.77				
Kitchen/ Food Supplies	0.00	0.00	411.79	100-151-6105	FOOD SUPPLIES		411.79				
Office Supplies	0.00	0.00	245.85	100-151-6101	OFFICE & COMPUTER SUPPLIES		245.85				
Water- Materials and Pa	0.00	0.00	177.19	600-613-6106	MATERIALS AND PARTS		177.19				
Kitchen/ Food Supplies	0.00	0.00	173.16	600-611-6105	FOOD SUPPLIES		173.16				
Office Supplies	0.00	0.00	121.55	600-611-6101	OFFICE & COMPUTER SUPPLIES		121.55				
1TMN-47PQ-VV91	Community Center Amazon Expenditures F	4/1/2025		149648	4/16/2025	151.58	0.00	0.00	0.00	151.58	151.58
Other Services - Marketi	0.00	0.00	74.79	240-243-6329	OTHER SERVICES		74.79				
Office & Computer Supp	0.00	0.00	41.67	100-131-6101	OFFICE & COMPUTER SUPPLIES		41.67				
Other Supplies - Market	0.00	0.00	18.13	240-243-6119	OTHER SUPPLIES		18.13				
Other Supplies	0.00	0.00	16.99	100-131-6119	OTHER SUPPLIES		16.99				
1TQQ-PRXH-6KKV	MISC SUPPLIES FINANCE/CD	3/1/2025		149318	3/13/2025	513.11	0.00	0.00	0.00	513.11	513.11
OFFICE CHAIR/WIRE GAI	0.00	0.00	453.28	100-112-6101	OFFICE AND COMPUTER SUPPLIES		453.28				
FILE FOLDERS /STAPLER/	0.00	0.00	53.64	100-116-6101	OFFICE & COMPUTER SUPPLIES		53.64				
BALL POINT PENS	0.00	0.00	6.19	600-612-6101	OFFICE & COMPUTER SUPPLIES		6.19				
1TTL-G6L3-PDYG	RETURN COLLAPSIBLE WAGON HR	12/1/2024		148606	12/13/2024	-43.80	0.00	0.00	0.00	-43.80	-43.80
RETURN COLLAPSIBLE W	0.00	0.00	-43.80	100-115-6398	BANQUETS, DEDICATION, RECEP		-43.80				
1TV7-LHWQ-L4VG	PO FOR MONTHLY STATION SUPPLIES	5/1/2025		150217	6/20/2025	3,670.36	0.00	0.00	0.00	3,670.36	3,670.36
OTHER SUPPLIES	0.00	0.00	1,231.91	100-142-6119	OTHER SUPPLIES		1,231.91				
JANITORIAL SUPPPLIES	0.00	0.00	785.40	100-145-6104	JANITORIAL & CLEANING SUPPLY		785.40				
JANITORIAL SUPPLIES	0.00	0.00	767.72	100-142-6104	JANITORIAL SUPPLIES		767.72				
CLOTHING	0.00	0.00	293.79	100-142-6107	CLOTHING AND UNIFORMS		293.79				
FURNITURE	0.00	0.00	175.96	100-142-6130	FURNITURE <$20,000		175.96				
OFFICE SUPPLIES	0.00	0.00	108.96	100-142-6101	OFFICE & COMPUTER SUPPLIES		108.96				
VEHICLE MAINT	0.00	0.00	96.92	100-145-6205	VEHICLE MAINTENANCE		96.92				
FF TOOLS MAINT	0.00	0.00	65.00	100-145-6243	FIREFIGHTING TOOL MAINTENANCI		65.00				
FOOD SUPPLIES	0.00	0.00	62.40	100-145-6105	FOOD SUPPLIES		62.40				
MATERIALS AND PARTS	0.00	0.00	33.29	100-145-6106	MATERIALS AND PARTS		33.29				
OFFICE SUPPLIES	0.00	0.00	25.69	100-145-6101	OFFICE & COMPUTER SUPPLIES		25.69				
FOOD SUPPLIES	0.00	0.00	17.44	100-142-6105	FOOD SUPPLIES		17.44				
OTHER SUPPLIES	0.00	0.00	5.88	100-145-6119	OTHER SUPPLIES		5.88				
1V3C-9XWJ-164Y	RETURN SLEEPING BAG FD	12/10/2024		148723	1/2/2025	-41.90	0.00	0.00	0.00	-41.90	-41.90
RETURN SLEEPING BAG	0.00	0.00	-41.90	100-142-6243	FIREFIGHTING TOOL MAINTENANCI		-41.90				
1V3N-R6QR-L9JF	Amazon Spending	11/1/2024		148494	12/2/2024	474.92	0.00	0.00	0.00	474.92	474.92
Office Supplies - PD	0.00	0.00	296.13	100-121-6101	OFFICE & COMPUTER SUPPLIES		296.13				
Materials & Parts - PD	0.00	0.00	178.79	100-121-6106	MATERIALS AND PARTS		178.79				
1V4Q-HKKK-JPW3	HUMAN RESOURCES AMAZON FY 24-25	11/25/2024		148664	12/19/2024	216.15	0.00	0.00	0.00	216.15	216.15
HR OFFICE SUPPLIES	0.00	0.00	216.15	100-115-6101	OFFICE & COMPUTER SUPPLIES		216.15				
1V4Q-HKKK-KPNH	OFFICE SUPPLIES FIN/UB/CD	11/1/2024		148313	11/7/2024	163.82	0.00	0.00	0.00	163.82	163.82

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SPACE HEATER	0.00	0.00	59.98	600-612-6101	OFFICE & COMPUTER SUPPLIES	59.98					
POST IT NOTE DISP/SUR	0.00	0.00	53.49	100-116-6101	OFFICE & COMPUTER SUPPLIES	53.49					
GLUE STICKS/STAPLER/S	0.00	0.00	50.35	100-112-6101	OFFICE AND COMPUTER SUPPLIES	50.35					
1V7D-LLD9-CHQQ	RETURN PORTABLE SLEEPING BAG FD	12/3/2024		148606	12/13/2024	-32.81	0.00	0.00	0.00	-32.81	-32.81
RETURN PORTABLE SLEE	0.00	0.00	-32.81	100-142-6243	FIREFIGHTING TOOL MAINTENANCI	-32.81					
1VH4-LFGX-G4L7	RETURN WALL CALENDAR PW	11/24/2024		148553	12/5/2024	-19.30	0.00	0.00	0.00	-19.30	-19.30
RETURN WALL CALENDA	0.00	0.00	-19.30	600-611-6101	OFFICE & COMPUTER SUPPLIES	-19.30					
1VJK-XNCT-T6HG	MISC SUPPLIES CD	4/1/2025		149589	4/10/2025	191.34	0.00	0.00	0.00	191.34	191.34
MISC SUPPLIES CD	0.00	0.00	191.34	100-112-6101	OFFICE AND COMPUTER SUPPLIES	191.34					
1VMT-MPYR-KJ7R	FY 2025 IT OFFICE & COMPUTER SUPPLIES	5/1/2025		149837	5/8/2025	260.96	0.00	0.00	0.00	260.96	260.96
IT OFFICE & COMPUTER	0.00	0.00	260.96	100-117-6101	OFFICE & COMPUTER SUPPLIES	260.96					
1VY9-NDRF-DMFQ	PO FOR MONTHLY STATION SUPPLIES	6/19/2025		150350	7/3/2025	-35.89	0.00	0.00	0.00	-35.89	-35.89
CLOTHING	0.00	0.00	-35.89	100-142-6107	CLOTHING AND UNIFORMS	-35.89					
1WML-WJDF-4L1K	PW Amazon expenditures FY 2025	3/1/2025		149371	3/20/2025	1,342.53	0.00	0.00	0.00	1,342.53	1,342.53
RUNNING BOARD/STEEF	0.00	0.00	493.35	650-651-6405	VEHICLE EQUIPMENT	493.35					
Garage Materials and Pa	0.00	0.00	236.83	100-152-6106	MATERIALS AND PARTS	236.83					
Kitchen/ Food Supplies	0.00	0.00	172.55	600-611-6105	FOOD SUPPLIES	172.55					
Kitchen/ Food Supplies	0.00	0.00	131.70	100-151-6105	FOOD SUPPLIES	131.70					
Facilities Materials and I	0.00	0.00	89.99	100-157-6206	BUILDING MAINTENANCE	89.99					
Office Supplies	0.00	0.00	85.69	600-611-6101	OFFICE & COMPUTER SUPPLIES	85.69					
Office Supplies	0.00	0.00	81.78	100-151-6101	OFFICE & COMPUTER SUPPLIES	81.78					
Engineering - Office Sup	0.00	0.00	50.64	100-156-6101	OFFICE & COMPUTER SUPPLIES	50.64					
1WRN-LMHW-HHYF	Community Center Amazon Expenditures F	1/1/2025		149015	2/6/2025	1,444.78	0.00	0.00	0.00	1,444.78	1,444.78
Other Services - CC	0.00	0.00	797.89	100-131-6329	OTHER SERVICES	797.89					
Other Supplies	0.00	0.00	467.82	100-131-6119	OTHER SUPPLIES	467.82					
Office & Computer Supp	0.00	0.00	85.15	100-131-6101	OFFICE & COMPUTER SUPPLIES	85.15					
Other Services - Marketi	0.00	0.00	53.48	240-243-6329	OTHER SERVICES	53.48					
Other Supplies - Market	0.00	0.00	27.95	240-243-6119	OTHER SUPPLIES	27.95					
Office and Computer Su	0.00	0.00	12.49	240-243-6101	OFFICE & COMPUTER SUPPLIES	12.49					
1WTM-F1KN-K9L9	FY 2025 IT OFFICE & COMPUTER SUPPLIES	11/1/2024		148313	11/7/2024	4,231.63	0.00	0.00	0.00	4,231.63	4,231.63
IT OFFICE & COMPUTER	0.00	0.00	4,231.63	100-117-6101	OFFICE & COMPUTER SUPPLIES	4,231.63					
1WV9-9M91-TYGJ	FY 2025 IT OFFICE & COMPUTER SUPPLIES	4/1/2025		149516	4/3/2025	257.89	0.00	0.00	0.00	257.89	257.89
IT OFFICE & COMPUTER	0.00	0.00	257.89	100-117-6101	OFFICE & COMPUTER SUPPLIES	257.89					
1WV9-9M91-XYRH	PO FOR MONTHLY STATION SUPPLIES	4/1/2025		149750	5/2/2025	-56.96	0.00	0.00	0.00	-56.96	-56.96
JANITORIAL SUPPLIES	0.00	0.00	-56.96	100-142-6104	JANITORIAL SUPPLIES	-56.96					
1WYJ-FNPX-FWC4	HUMAN RESOURCES AMAZON FY 24-25	5/1/2025		149837	5/8/2025	41.99	0.00	0.00	0.00	41.99	41.99
HR OFFICE SUPPLIES	0.00	0.00	41.99	100-115-6101	OFFICE & COMPUTER SUPPLIES	41.99					
1XPY-7KL1-4NCK	STICKY NOTE DISPENSER NOT RECEIVED FI	11/18/2024		148494	12/2/2024	-6.99	0.00	0.00	0.00	-6.99	-6.99
STICKY NOTE DISPENSEF	0.00	0.00	-6.99	100-116-6101	OFFICE & COMPUTER SUPPLIES	-6.99					

Payable Number / Item Description	Description / Units	Price	Post Date / Amount	1099 / Account Number	Payment Number / Account Name	Payment Date / Dist Amount	Amount	Shipping	Tax	Discount	Net	Payment
1XQQ-6KVJ-FD7Q	MISC SUPPLIES FINANCE/CD		1/1/2025		148804	1/9/2025	126.14	0.00	0.00	0.00	126.14	126.14
TAPE MEASURE/ELEC DI	0.00	0.00	84.84	100-112-6101		OFFICE AND COMPUTER SUPPLIES	84.84					
LG EXPANDING FILE FOL	0.00	0.00	25.00	100-111-6101		OFFICE & COMPUTER SUPPLIES	25.00					
GLUE STICKS/CORRECTI(	0.00	0.00	16.30	100-116-6101		OFFICE & COMPUTER SUPPLIES	16.30					
1XQQ-6KVJ-MJCV	PW Amazon expenditures FY 2025		1/2/2025		149015	2/6/2025	-34.20	0.00	0.00	0.00	-34.20	-34.20
Office Supplies	0.00	0.00	-17.10	100-151-6101		OFFICE & COMPUTER SUPPLIES	-17.10					
Office Supplies	0.00	0.00	-17.10	600-611-6101		OFFICE & COMPUTER SUPPLIES	-17.10					
1Y7C-VJJ6-1G1W	PO FOR MONTHLY STATION SUPPLIES		6/3/2025		150171	6/12/2025	-25.26	0.00	0.00	0.00	-25.26	-25.26
OTHER SUPPLIES	0.00	0.00	-25.26	100-142-6119		OTHER SUPPLIES	-25.26					
1Y9P-NQYP-HHHC	RETURN WALL CALENDAR PW		11/24/2024		148553	12/5/2024	-19.30	0.00	0.00	0.00	-19.30	-19.30
RETURN WALL CALENDA	0.00	0.00	-19.30	600-611-6101		OFFICE & COMPUTER SUPPLIES	-19.30					
1YHY-13XW-71QP	PO FOR MONTHLY STATION SUPPLIES		3/1/2025		149371	3/20/2025	-173.25	0.00	0.00	0.00	-173.25	-173.25
OTHER SUPPLIES	0.00	0.00	-28.98	100-145-6119		OTHER SUPPLIES	-28.98					
CHEMICAL SUPPLIES	0.00	0.00	-42.96	100-145-6110		CHEMICAL SUPPLIES	-42.96					
JANITORIAL SUPPPLIES	0.00	0.00	-101.31	100-145-6104		JANITORIAL & CLEANING SUPPLY	-101.31					
1YJM-Q4H9-FWJK	RETURN WALL CALENDAR PW		11/24/2024		148553	12/5/2024	-19.30	0.00	0.00	0.00	-19.30	-19.30
RETURN WALL CALENDA	0.00	0.00	-19.30	600-611-6101		OFFICE & COMPUTER SUPPLIES	-19.30					
1YN7-C4RG-CQMP	OFFICE SUPPLIES - FINANCE & CD		8/1/2025		150621	8/7/2025	422.30	0.00	0.00	0.00	422.30	422.30
DRY ERASER,MARKERS,I	0.00	0.00	381.72	100-112-6101		OFFICE AND COMPUTER SUPPLIES	381.72					
STAPLES,FOLDDERS,LAB	0.00	0.00	40.58	100-116-6101		OFFICE & COMPUTER SUPPLIES	40.58					
					Vendors: (1)	**Total 00 - ACCOUNTS PAYABLE:**	**102,474.26**	**0.00**	**0.00**	**0.00**	**102,474.26**	**102,788.16**
					Vendors: (1)	**Report Total:**	**102,474.26**	**0.00**	**0.00**	**0.00**	**102,474.26**	**102,788.16**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve a services agreement renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2026, for a not-to-exceed amount of $125,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

Background:

Shane Griffin Power & Electrical Services, LLC was selected in 2023 through the Request for Proposals process (RFP 2023-12), which allowed qualified vendors to submit a proposal to provide electrical contractor services to the City.

The proposed service agreement renewal with Shane Grffin Power & Electrical Services, LLC is to provide contracted electrical services for the current fiscal year, beginning October 1, 2025, and expiring September 30, 2026. The original contract was approved by City Council in July 2023 as part of the award for RFP 2023-12 and allowed for three additional one-year renewal. This renewal will be the final renewal option remaining.

The service agreement renewal includes a scope of work to perform electrical contractor services for the City on an as-needed basis based on approved the budget and projects in the adopted fiscal year budget for a not-to-exceed amount of $25,000, a full breakdown of the anticipated work is reflected in the table below.

Project	Estimated Amount
Miscellaneous Projects – Facilities	$75,000
Miscellaneous Projects – Parks	$55,000
Miscellaneous Projects – Water	$10,000
Miscellaneous Projects – Wastewater	$20,000
Miscellaneous Projects – Gas	$5,000
Total Anticipated Expenditures for FY 25-26	**$125,000**

This item authorizes a services agreement renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for the City of Tomball.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for a not-to-exceed amount $125,000 for fiscal year 2025-2026.

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, #600-613-6207, #600-614-6207, $600-615-6207

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 RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Electrical Contractor Services

This Renewal 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, **Shane Griffin Power & Electrical Services, LLC** (the "Company"), with an office at **19351 East Lake Drive, Magnolia, Texas 77355** City hereby engages the services of Company as an independent contract for electrical services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   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 RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2025 through September 30, 2026,** with Zero (0) additional one-year renewal options remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

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

5. COMPENSATION
For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $125,000.

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	(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. 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 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.

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:

19351 East Lake Drive, Magnolia, TX 77355

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 23 day of September, 2025.

Shane Griffin Power & Electrical Services LLC (Griffin Power Services)
Company

Signature

Shane Griffin
Print Name

Owner
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
PROPOSED SCOPE OF WORK & ESTIMATED PRICING

The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

1. Miscellaneous Facilities Projects - ***$75,000*** (estimate)
    a. Identified repairs and/or new projects for facilities – not-to-exceed amount of ***$75,000***
2. Miscellaneous Parks Projects - ***$15,000*** (estimate)
    a. Identified repairs and/or new projects for parks – not-to-exceed amount of ***$15,000***
3. Miscellaneous Water Projects - ***$10,000*** (estimate)
    a. Identified repairs and/or new projects for the water department as identified during the fiscal year – not-to-exceed amount of ***$10,000***
4. Miscellaneous Wastewater Projects - ***$20,000*** (estimate)
    a. Identified repairs and/or new projects for wastewater department as identified during the fiscal year – not-to-exceed amount of ***$20,000***
5. Miscellaneous Wastewater Projects - **$5,000** (estimate)
    a. Identified repairs and/or new projects for gas department as identified during the fiscal year – not-to-exceed amount of $5,000

Project	Estimated Amount
Miscellaneous Projects – Facilities	$75,000
Miscellaneous Projects – Parks	$15,000
Miscellaneous Projects – Water	$10,000
Miscellaneous Projects – Wastewater	$20,000
Miscellaneous Projects – Gas	$5,000
Total Anticipated Expenditures for FY 25-26	**$125,000**

RFP 2023-12 – ELECTRICAL CONTRACTOR SERVICES
EXHIBIT A – SCOPE OF WORK

I. PURPOSE

The intent of this document is to provide interested Contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Tomball to furnish all labor, materials, tools, equipment, and supervision for electrical services ("Electrical Services") for various City buildings and locations on an as needed basis to assist the City of Tomball with renovations, remodels and maintenance of existing facilities. All work shall be provided in a professional manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations. The scope of services is to include but not limited to new installation and removal of equipment, and repairs.

II. SCOPE OF SERVICES

Electrical work may include, but not necessarily be limited to, repair, replacement, upgrade, new construction and alteration of existing electrical services, complete electrical systems, and other associated accessories and components. Scope of work will be but not limited to the following:

a. Troubleshoots, repairs, installs and replaces building and equipment electrical and electronic systems and components
b. Performs preventive maintenance utilizing multimeters and other specialty equipment to safely test, measure and then correct any observed deficiencies
c. Generates material list and acquires materials for efficient work
d. Keeps accurate records of materials used and maintains daily time reports to efficiently complete work and document details of the functions performed
e. Performs electrical maintenance work accordance with established safety procedures
f. Install new and repair existing electrical circuits
g. Install and repair electrical fixtures of all types
h. Replace and install electrical lighting, outdoor and indoor
i. Install and replace metal and plastic conduits and associated pull boxes
j. Install, repair and replace high / low voltage conductors
k. Change, repair or install pad mounted transformers
l. Install, repair or replace site building and pole lighting
m. Interior electrical short repair
n. Replace defective disconnects
o. Emergency Call out

III. CITY HOURS AND OBSERVED HOLIDAYS

a. Works Hours
    i. Regular Hours: Monday through Friday, 7:00 a.m. – 5:00 p.m.
        1. Normally scheduled day hours. Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.
b. Weekend Hours: Saturday and Sunday, any hour, day or night

i. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

c. Holidays: any hour day or night per this listing:
    i. New Year's Day (observed)
    ii. MLK Day
    iii. Memorial Day
    iv. 4th of July
    v. Labor Day
    vi. Thanksgiving Day
    vii. Day After Thanksgiving
    viii. Christmas Eve (observed)
    ix. Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Holiday hours are extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

d. Overtime Hours:
    i. Monday through Friday, after regular hours.
    ii. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

e. Any Contractor desiring to respond to this RFP is required to do the following for Emergency Service:
    i. The awarded Contractor must have a trained/qualified technician available 24 hours a day, 7 days a week, 365 days a year. Any responding technician must have the appropriate qualifications for the emergency and must report to the site with the necessary tools/equipment to effectively resolve the reported emergency issue within 30 minutes of the initial contact from City staff. (If the Contractor uses a third-party notification system, the responding technician is still responsible to be on site within the required 30 minutes.)

IV. SPECIFICATIONS

a. Project Estimates
    i. Contractor shall provide written "not to exceed" estimates on all projects except for emergencies. This estimate shall include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days.
    ii. Contractor shall respond to requests for estimates for nonemergency work within two (2) days and provide written estimates within five (5) days of first contact by the City. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

b. Field Investigations
    i. Review the existing materials, drawing reports, etc. prepared by City staff on the proposed project.

ii. Review the proposed scope.
iii. Review the existing infrastructure in the facility.
iv. Locate, quote product and labor costs.

c. Review material and Labor Options with City Staff
   i. This phase will consist of review of quotes and materials options.
   ii. This phase may also include detailed specifications and implementation schedule.
   iii. Within 10 working days of the award of a project, the Contractor will submit to the City's project manager for approval, a work plan which includes the following.
   iv. The Contractor's name and titles of personnel assigned to the project.
   v. The project breakdown showing subprojects, cost and activities and tasks.
   vi. The time-phased plan for completing the project.

d. Non-emergency work shall only be performed with the City's written authorization by issuance of a Work Order from the Public Works Department. Actual work shall not exceed the Contractor's estimate without prior written authorization by the City.

V. WORK IN PROGRESS

a. The Contractor will meet with selected representatives on a regular basis or as determined necessary by the Public Works Department
Department staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.

b. Public Works Department project managers will meet as often as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance.

c. The Contractor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.

d. All workmanship, materials, and equipment incorporated in the work must fully comply with Division 26 Electrical Technical – City of Tomball Specifications (Division 16 Pre-2004) **"Exhibit C."**

e. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

f. The Contractor shall obtain the permission of a Public Works representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The City shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.

g. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

VI. INVOICES

a. Invoices will be required for verification of electrical materials.

b. The Contractor's invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, and a complete description of work performed, location, and date.
c. Accompanying their invoices, Contractors must also include copies of their manufacturer's/Contractor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked.
d. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.
e. Materials incorporated into the work will be paid by the cost of materials multiplied by the contract mark-up.

VII. PROJECT ESTIMATES

a. The contract price includes all items of cost including overhead and profit for preparing estimates for projects.

VIII. Equipment Rental

a. Equipment that must be rented to complete the job (i.e., scissor lift). Paid for by the cost of materials multiplied by the contract mark-up

IX. Employees

a. All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance. All employees working at City facilities will be required to obtain and display a visitor's pass from the Public Works Department.
b. Contractors shall complete background checks and maintain an active policy on drugs and alcohol in the work place that supports a drug free environment and be prepared to submit such policy upon City request.
c. Contractor's shall complete background checks and shall perform criminal background checks on all Assigned Employees prior to the assigned employee be eligible to perform duties for the City.
d. Contractors shall follow all the most current EEOC guideline regarding the process for performing criminal background checks.
e. Accordingly, Contractors shall exclude any possible Assigned Employee from working for the City based on job-related functions of the position and consistent with the City's business necessity.
f. If any person employed on a project by the Contractor shall appear to the City to be incompetent or act in a disorderly or improper manner, such person shall be removed immediately on the request of the City, and shall not be re-employed on the same project except on written consent of the City.
g. All work shall be performed according to the standards of the electrical code as adopted by the State of Texas and to the complete satisfaction of the City. The City will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the City when a permit or inspection is needed and will apply for and pick up permit. The contractor shall schedule any needed inspections.

h. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state and federal safety regulations.

X. MINIMUM QUALIFICATIONS

a. Commercial Experience:
    i. The Contractor must have been in business at least 5 years.
b. Company must have at least one Master Electrician Licensed in the State of Texas.
c. Company must have at least four additional qualified electricians available to handle services at multiple City locations concurrently.
d. Must provide list of number of employees and respective jobs titles and licenses.
e. Licensed to do business in the State of Texas and provide a copy of Certification.

NOTE: The City of Tomball Staff selects brands/types of equipment/supplies.

EXHIBIT B
PROPOSAL SHEET

Electrician Services Compensation Proposal				
Description	Regular Time: Monday-Friday 8am - 5pm	Overtime	Weekend	Holidays (as determined by State & Federal Govt)
Master Electrician	$ 150.00	$ 225.00	$ 225.00	$ 300.00
Journeyman Electrician	$ 125.00	$ 187.50	$ 187.50	$ 250.00
Apprentince Electrician	$ 65.00	$ 97.50	$ 97.50	$ 130.00
Laborer	$ 40.00	$ 60.00	$ 60.00	$ 80.00

Percentage Mark-up for Materials and Equipment	20%
Minimum Service Charge	$125.00

Company Name:	Shane Griffin Power & Electrical Services, LLC
Address:	19351 East Lake Drive, Magnolia, TX 77355
Telephone Number:	713-396-6960
Name & Title:	Shane Griffin , Owner
Date:	9/12/2024

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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 $400,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 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.

The City has utilized B & C for general contractor services over the past several years. During this time, the company has demonstrated reliability and quality workmanship. Their proven track record and established relationship with the City provide continuity and efficiency in addressing ongoing and future construction and maintenance needs.

B & C has been identified to perform several projects included in the FY 2025–2026 budget. These projects include HVAC replacements at Fire Station 1 and Fire Station 2, additional improvements at the Police Evidence facility (Malone Lot), continued work at the Cherry Street Restrooms, and various other miscellaneous projects outlined in the City's adopted budget. A full breakdown of the anticipated work is provided in the table below.

Project	Estimated Amount
HVAC – Fire Station 1	$150,875
HVAC – Fire Station 2	$48,770
Police Evidence (Malone Lot)	$41,565
Cherry Street Restrooms	$19,760
Miscellaneous Projects – Facilities	$25,000
Miscellaneous Projects – Parks	$25,000
Miscellaneous Projects – Streets	$25,000
Miscellaneous Projects – Water	$25,000

Miscellaneous Projects – Wastewater	$25,000
Anticipated Expenditures for FY 25-26	**$385,970**
Contingency	$14,030
Total Estimated Expenditures for FY 25-26	**$400,000**

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: Project Management

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP for general contract services for a not-to-exceed amount $400,000 for fiscal year 2025-2026.

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, #100-154-6207, #100-157-6206, #100-157-6403, #100-157-6406, #600-613-6207, #600-614-6207,

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 General Contractor 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.
   1.3. The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

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, 2025 through September 30, 2026.** 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 **$400,000**.

6. IDEMNITY

6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

6.2. Indemnity

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

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

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

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

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

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

TYPE	AMOUNT
(a) Workers Compensation	(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.

7.2. OTHER INSURANCE REQUIREMENTS

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

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

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

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

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

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

8. PAYMENT AND PERFORMANCE

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

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

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

10. COMPANY CERTIFICATIONS

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

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

11. NO WAIVER OF IMMUNITY

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

12. NOTICES

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

Notice to Company may be sent to the following address:

27835 FM 2978 Rd Magnolia TX 77354

13. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 18th day of September, 2024.

B&C Constructors L.P.
Company

Signature

Jared Cochran
Print Name

Project Manager
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 18th day of September, 2025, by Jared Cochran, on behalf of said entity.

LAURA ELAINE HENNING
NOTARY PUBLIC, STATE OF TEXAS
ID# 10362644
COMM. EXP. 11-10-2027

Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Thomas Harris III
City Secretary

EXHIBIT A
PROPOSED SCOPE OF WORK & ESTIMATED PRICING

The Contractor shall not commence any work under this Agreement without receiving a written Work Authorization from the City. Each Work Authorization must include a detailed scope of work, timeline, and budget, which must be approved in writing by the City prior to the start of any work. Any work performed outside of an approved Work Authorization, or without explicit written approval, shall not be compensated and shall be considered unauthorized.

1. HVAC – Fire Station 1 - **$150,875**
    a. Provide and install new 10-ton 2 stage condenser and fan coil unit, electric heat kit (2) 3-ton condensers, horizontal slab coils, and gas heat.
    b. ¾" gas line plumbing – demo and re-route steel gas pipe for new connections, cap abandon line for large unit.
    c. Miscellaneous Items:
        i. Electrical requirements.
        ii. Repairs to existing wall systems in mezzanine area for removal of existing systems.
        iii. Ceiling removal and replacement for equipment hoisting and placement.
        iv. Temporary removal of stairs for removal of 10-ton and hoisting of new equipment.
        v. Removal and re-install of door frames to create access pathway of new equipment.
2. HVAC – Fire Station 2 - **$48,770**
    a. Provide and install new 7.5-ton A/C with 410 condenser with gas furnace.
    b. Associated electrical and plumbing disconnect and reconnect.
3. Police Evidence - **$41,565**
    a. Seal cracks in existing paving throughout.
    b. Install new 5-ton A/C in open storage area.
    c. Associated electrical requirements for new mechanical systems.
4. Cherry Street Restrooms - ***$19,760***
    a. Painting of exterior and installing additional awnings
5. Miscellaneous Facilities Projects - ***$25,000*** (estimate)
    a. Identified repairs and/or new projects for facilities – not-to-exceed amount of ***$25,000***

6. Miscellaneous Parks Projects - ***$25,000*** (estimate)
    a. Identified repairs and/or new projects for parks – not-to-exceed amount of ***$25,000***
7. Miscellaneous Streets Projects - ***$25,000*** (estimate)
    a. Identified repairs and/or new projects for streets and drainage as identified during the fiscal year – not-to-exceed amount of ***$25,000***
8. Miscellaneous Water Projects - ***$25,000*** (estimate)
    a. Identified repairs and/or new projects for the water department as identified during the fiscal year – not-to-exceed amount of ***$25,000***
9. Miscellaneous Wastewater Projects - ***$25,000*** (estimate)
    a. Identified repairs and/or new projects for wastewater department as identified during the fiscal year – not-to-exceed amount of ***$25,000***
10. Contingency - ***$14,030*** (estimate)
    a. Contingency for overages for projects that will be identified during the fiscal year – not-to-exceed amount of ***$14,030***

Project	Estimated Amount
HVAC – Fire Station 1	$150,875
HVAC – Fire Station 2	$48,770
Police Evidence (Malone Lot)	$41,565
Cherry Street Restrooms	$19,760
Miscellaneous Projects – Facilities	$25,000
Miscellaneous Projects – Parks	$25,000
Miscellaneous Projects – Streets	$25,000
Miscellaneous Projects – Water	$25,000
Miscellaneous Projects – Wastewater	$25,000
Anticipated Expenditures for FY 25-26	**$385,970**
Contingency	$14,030
Total Estimated Expenditures for FY 25-26	**$400,000**

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Fire Station #1 A/C
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION	AMOUNT
Provide and install new 10 ton 2 stage condenser and fan coil unit, electric heat kit (2) 3 ton condensers, horizontal slab coils, and gas heat	$ 106,150.00
3/4" gas line plumbing - demo and re-route steel gas pipe for new connections, cap abandon line for large unit	$ 2,975.00
Electrical requirements	$ 7,250.00
Misc repairs to existing wall systems in mezzanine area for removal of existing systems Ceiling removal and replacement for equipment hoisting and placement Temporary removal of stairs for removal of 10 ton and hoisting of new equipment Removal and re-install of door frames to create access pathway of new equipment	$ 34,500.00
Jared Cochran, Project Manager **TOTAL AMOUNT**	$ 150,875.00

THANK YOU FOR YOUR BUSINESS!

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Fire Station #2 A/C
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION		AMOUNT
Provide and install new 7.5 ton A/C with 410 condenser with gas furnace	$	45,895.00
Associated electrical and plumbing disconnect / reconnect	$	2,875.00
Jared Cochran, Project Manager	**TOTAL AMOUNT**	$ 48,770.00

THANK YOU FOR YOUR BUSINESS!

Proposal

B&C CONSTRUCTORS, L.P.

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: September 11, 2025

PROJECT: Police Evidence
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Justin Pruitt

DESCRIPTION		AMOUNT
Seal cracks in existing paving throughout		$ 6,875.00
Install new 5 ton A/C in open storage area		$ 27,960.00
Associated electrical requirements for new mechanical systems		$ 6,730.00
Jared Cochran, Project Manager	**TOTAL AMOUNT**	$ 41,565.00

THANK YOU FOR YOUR BUSINESS!

Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: August 28, 2025

PROJECT: Cherry St. R/R
1GPA Contract #24-06DP-01

City of Tomball
501 James St.
Tomball, TX 77375

ATT: Brandon Snell

DESCRIPTION	AMOUNT
Painting and awnings	$ 19,760.00
Jared Cochran, Project Manager — **TOTAL AMOUNT**	$ 19,760.00

THANK YOU FOR YOUR BUSINESS!

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Approve an agreement with Paycom for a Human Resources Information System (software) for an annual subscription amount of $134,969.31 of the total contract amount of $375,731.31 (RFP No. 2025-14), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

During the fiscal year 2024-2025, HR and Finance staff identified a need for a new Human Resources Information System (HRIS) with integrated payroll capabilities, aimed at streamlining HR operations and enhancing payroll functionality. Current HR and payroll processes are supported by a combination of outdated software systems, manual data entry, and paper-based workflows. These fragmented processes result in inefficiencies and limited reporting capabilities, A modern Human Resources Information System (HRIS) will provide the City with an all-encompassing, centralized platform to manage employee information, recruitment, onboarding, payroll, benefits administration, performance evaluations, and training records.

This proposed system will increase efficiency, reduce administrative errors, improve employee self-service options, and strengthen data security. Staff developed a scope of work to ensure that all objectives and priorities of staff would be addressed from submitting proposers. In order to obtain the most favorable pricing and desired level of service, staff sought Requests for Proposals. Staff received six (6) sealed proposals from qualified firms. Scoring was completed by a committee to determine the most qualified firm to complete the work. Following scoring, interviews were conducted with the top three scoring firms with the final two firms returning for in-person demonstrations with staff.

Staff entered into contract negotiations with Paycom to provide the required system. Staff is recommending awarding an agreement to Paycom for the HRIS system for an annual subscription amount of $134,969.31 for year one of the total contract amount of $375,731.31. A complete breakdown of the annual cost over the three-year period is reflected in the chart below. These annual costs will be offset by the discontinuation of use of existing onboarding, benefits management, and timekeeping software programs, generating a savings of approximately $49,000 annually after successful implementation of the Paycom system.

Year	HRIS Annual Cost
Year 1	$134,969.31*
Year 2	$118,021.00*
Year 3	$122,741.00*
Total Contract: $375,731.31*	

*Annual Cost and Total Contract Cost are estimated based on the current budgeted number of employees as of 10/1/2024

Origination: Project Management

Recommendation:

Staff recommends approving an agreement with Paycom for a Human Resources Information System for an annual subscription amount of $134,969.31 of the total contact amount of $375,731.31.

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: #100-117-6320

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

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

Payroll and Human Capital Management Services Agreement

This Payroll and Human Capital Management Services Agreement ("PHCMSA"), effective as of the date of Client's signature below ("Effective Date"), is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142, United States of America, and its applicable affiliates (hereinafter "Paycom") and the undersigned Client (hereinafter "Client").

Paycom and Client agree that this PHCMSA, the General Terms and Conditions (www.paycom.com/agreements), as may be amended from time to time as provided for therein (the "GTC"), and all of the applicable service component Schedules (www.paycom.com/agreements) ("Schedules") shall apply to all services provided by Paycom to Client except for certain standalone services governed by separate agreements. The GTC and the applicable Schedules are incorporated by reference herein as if fully set forth herein. All of Paycom's services provided to Client, but excluding the background screening services, shall be and are collectively referred to as the "Services." This PHCMSA, the GTC and the applicable service component Schedules shall be and are collectively referred to as the "Agreement."

Subject to the terms and conditions of the Agreement, Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on proposal(s) acknowledged by Client and as more specifically described in this Agreement. The final version(s) of such proposal(s) acknowledged by Client are incorporated by reference herein as if fully set forth herein.

Subject to the terms and conditions of this Agreement, Paycom shall make available to Client each service component of the Services promptly after Client provides Paycom with the information and documents that Paycom requires to begin performing the subject Services.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information, designations, elections, or instructions provided by Client.

Notwithstanding anything to the contrary in this Agreement, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTIONS 12 AND/OR 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS LIMITED FURTHER BY THE AGREEMENT AND EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.8 OF THE GENERAL TERMS AND CONDITIONS, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR FROM ANY SERIES OF BREACHES ARISING OUT OF THE SAME OR SUBSTANTIALLY THE SAME ERROR(S), ACT(S), INCIDENT(S), OR OMISSION(S), REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL UNDER NO CIRCUMSTANCES EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES AND CHARGES PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE ALLEGED BREACH, OR SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, FOR THE SERVICE COMPONENT(S) WHICH IS/ARE THE SUBJECT OF THE ALLEGED BREACH. CLIENT ACKNOWLEDGES THAT PAYCOM IS NOT AN INSURER OF CLIENT'S POTENTIAL LOSSES AND THAT THE FEES AND CHARGES PROVIDED FOR HEREIN ARE NOT SUFFICIENT TO RENDER PAYCOM AS CLIENT'S INSURER. THESE LIMITATION OF LIABILITY PROVISIONS, INCLUDING THE AGGREGATE CAP, ARE MATERIAL PROVISIONS OF THIS AGREEMENT THAT HAVE BEEN MATERIALLY AND SPECIFICALLY RELIED UPON BY PAYCOM WITH RESPECT TO DEFINING ITS SERVICES, ITS OBLIGATION AND ITS PRICING IN THIS AGREEMENT.

The Agreement will begin on the Effective Date and continue through the Initial Term End Date listed on Client's proposal signed in connection with this Agreement ("Initial Term"). After the Initial Term, any renewal period shall equal the length of the Renewal Term indicated on Client' proposal signed in connection with this Agreement (a "Renewal Term"). After the Initial Term or after any Renewal Term, the Agreement shall automatically renew for a successive Renewal Term unless either Party notifies the other Party with a written or electronic notice of non-renewal of the party's intent not to renew the Agreement at least ninety (90) days prior to expiration of the then-effective Initial Term or Renewal Term, with *time being of the essence*. The Initial Term and Renewal Term, if any, together shall be considered the term ("Term").

In consideration of Client's commitment to use Paycom through the Initial Term, Paycom's fee rates for its Services shall be limited during the Initial Term. During the Initial Term, Paycom may only increase its fee rates by up to 0% in year 1, 2% in year 2, and 4% in the remainder of the Initial Term after 2 years. For the sake of clarity, Paycom's fees may be subject to fluctuation depending upon the extent to which Client uses Paycom's Services (i.e. if Client's employee count increases during this time period, Paycom's fee rates will be as stated but the fees will increase as a result of the additional employee check processing quantities). Moreover, if during the Initial Term, the Client elects to receive additional service offerings or additional software functionality, then Client will be charged for any such additional services or functionality. Further, this price lock shall not apply to any additional processing fees or pass-through charges.

In the event that: (i) Client terminates this Agreement prior to the expiration of the Term; (ii) during the Term, Client ceases to exclusively use Paycom's Services; or (iii) Paycom terminates the Agreement pursuant to Section 8 of the GTC during the Term; then Client agrees that Client shall be liable to Paycom for an early termination fee, which is computed as follows:

Business tax identification number (FEIN in USA):_____

The average monthly Paycom fee amount assessed against Client (by averaging all Paycom monthly fees and charges assessed against Client throughout the most recent prior six (6) full calendar months of Client's use of Paycom's Services as its exclusive provider); multiplied by the number of months remaining in the Term. In the event Client does not initially use Paycom's Services for six full months, then the average monthly Paycom fee shall be computed based upon the estimated average monthly fee calculated on the proposal(s) signed by Client. In the event Client does not process a first payroll with Paycom, the termination fee will be equal to the average monthly fee calculated on the proposal(s) signed by Client multiplied by 36.

Paycom's right to recover an early termination fee shall be in addition to any other rights Paycom may have against Client under any other applicable agreement (including Paycom's right to recover any unpaid fees or charges for Services rendered). The Parties agree that Paycom's pricing to Client was based upon a multi-month commitment and that the early termination fee constitutes' the Parties good faith liquidated estimate of Paycom's actual damages in the event of early termination and is not intended as any sort of penalty.

Notwithstanding the foregoing, Client shall not be liable to Paycom for an early termination fee, as described above, in the event Client ceases to use Paycom's services as a result of a material breach by Paycom of Paycom's obligations under this Agreement that remains uncured within a reasonable time after Client provides Paycom with written notice of material breach of Paycom's alleged breach and a reasonable opportunity to cure such breach.

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement, the parties' business dealings now or hereafter, and the parties' corresponding, contemporaneous and/or subsequent agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America. Any claim arising out of or related to this Agreement, including without limitation claims related to the Parties' negotiations and inducements to enter into this Agreement, shall be submitted to mandatory, binding arbitration under the auspices of the American Arbitration Association (the "ADR Association"), in a mutually agreeable location, with the parties sharing equally the costs of arbitration. Arbitration will proceed according to the commercial rules of the ADR Association. This section does not limit either Party's right to provisional or ancillary remedies from a court of competent jurisdiction before, during, or after the pendency of any arbitration, and the exercise of any such remedy does not waive either Party's right to arbitration. Judgment on an arbitration award may be entered by any court with competent jurisdiction.

The PHCMSA, GTC and any applicable Schedule are intended to contain supplemental and complementary terms and conditions. In the event of a direct conflict between the terms of the PHCMSA, the GTC and any Schedule such conflict shall be resolved in the following order, from highest priority to lowest priority: (1) PHCMSA; (2) GTC; and (3) the applicable Schedule. Notwithstanding the foregoing sentence, any terms in such Schedule that are specific to the service provided in the Schedule, as distinguished from general contract terms, shall control over (1) and (2).

Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client. By signing below, Client agrees that it has (1) received the Agreement, (2) had an opportunity to read the Agreement and (3) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement as of the Effective Date.

AGREED AND ACCEPTED BY CLIENT:

City of Tomball
COMPANY LEGAL NAME

_____
TYPE OR PRINT NAME TITLE

_____
AUTHORIZED SIGNATURE Date

PAYCOM PAYROLL, LLC d/b/a PAYCOM, for itself and its applicable affiliates:

_____
AUTHORIZED SIGNATURE

Randy Peck
TYPE OR PRINT NAME

Reporting Agent
TITLE

Business tax identification number (FEIN in USA):_____

Investment Summary

Created on
September 9, 2025 | Quote Valid for 30 Days
Proposal ID | 405378.700749.1637788

Proposal Prepared for

CITY OF TOMBALL PROPOSAL 1
501 JAMES STREET
TOMBALL, TX 77375

Proposal Prepared by

Paycom Payroll, LLC
7501 W. Memorial Road
Oklahoma City, Oklahoma 73142
1-800-580-4505

Per Payroll Transaction
$8.31 (Base) + $0.91 (Per Check)

Per Employee Per Month
$34.60

Total Initial Investment
$19,262.67

Comprehensive Service Breakdown: Refer to the Pages That Follow

CLIENT AUTHORIZATION

Client Signature _____ Title _____

Printed Name _____ Date _____

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply. All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

Paycom's Services, fees, and charges are subject to the Payroll and Human Capital Management Services Agreement, which is hereby incorporated by reference, and includes the current version of the General Terms and Conditions and applicable Schedules located at paycom.com/agreements

Initial Term End Date: 11/15/2028
Renewal Term: 3 Years

Investment Summary

Created on
September 9, 2025 | Quote Valid for 30 Days
Proposal ID | 405378.700749.1637788

PAYROLL PROCESSING COSTS	BASE	PER CHECK	PER USE
PAYROLL TRANSACTION	$8.31	$0.91	
DIRECT DEPOSIT (PER ADDITIONAL DISTRIBUTION)			$0.30
GARNISHMENTS (PER ORDER)			$10.00
DELIVERY (PER DELIVERY)			$20.00

PAYROLL DETAILS	# OF PAYROLLS	# OF EMPLOYEES	PER PAYROLL
SEMI-MONTHLY	24	240	$226.71

MONTHLY COSTS	QUANTITY	PER USE	PEPM	UNIQUE EMPLOYEES PAID	PER MONTH
HUMAN CAPITAL MANAGEMENT SOLUTIONS			$34.60	240	$8,304.00
MULTI-JURISDICTION (PER ADDITIONAL JURISDICTION)		$6.00			
ANDROID CLOCK WITH FINGERPRINT READER (LEASE)	8				$884.80
TOTAL					$9,188.80

SOLUTION DETAILS		
SINGLE APPLICATION HCM SYSTEM	DEDICATED PAYCOM SPECIALIST	POSITION SEAT MANAGEMENT
ORGANIZATIONAL CHART	MANAGER ON-THE-GO®	EMPLOYEE SELF-SERVICE®
ASKHERE	IWANT	APPLICANT TRACKING
SELF-ONBOARDING	NEW HIRE REPORTING	DOCUMENTS AND CHECKLISTS
E-VERIFY®	SCHEDULING	TIME AND ATTENDANCE
TIME PUNCH IMPORT	TIME-OFF REQUESTS	TIME-OFF ACCRUAL TRACKING
GONE®	GEOFENCING	BENEFITS ADMINISTRATION
BENEFITS-TO-CARRIER	ENHANCED AFFORDABLE CARE ACT	COBRA
GOVERNMENT & COMPLIANCE	PERFORMANCE AND COMPENSATION	PERSONNEL ACTION FORMS
PERFORMANCE DISCUSSION FORMS	PAYCOM LEARNING	CERTIFICATION MANAGEMENT
VIDEO CONTENT CREATOR	PERFORMANCE EVIDENCE	PAYROLL PROCESSING
BETI®	APPROVE MY CHECK	PAYROLL AUTOMATION
PAYROLL DASHBOARD	PAYROLL GROSS TO NET	PAYCOM PAY®
CHECK STUFFING	DIRECT DEPOSITS	CHECK VOUCHERS
FEDERAL ELECTRONIC TAX DEPOSITING (941, 940)	DEPOSIT AND FILE STATE TAX DEPOSITS	DEPOSIT AND FILE SUTA (STATE UNEMPLOYMENT)
QUARTERLY FEDERAL/STATE DEPOSIT STATEMENTS	QUARTERLY 941S SIGNED AND FILED	TAX REGISTRATION SERVICE
VAULT	ADVANCED REPORT CENTER	GL CONCIERGE
WORKERS COMP TRACKING	401(K) STANDARD REPORT	DIRECT DATA EXCHANGE®
MY ANALYTICS/EXECUTIVE DASHBOARD	EMPLOYMENT PREDICTOR	MYCOM

Investment Summary

Created on
September 9, 2025 | Quote Valid for 30 Days
Proposal ID | 405378.700749.1637788

PER USE COSTS		
ENHANCED BACKGROUND CHECKS®		PER USE FEE
DRUG TESTING		PER USE FEE
TAX CREDITS	CONTINGENCY FEE	20.00%
CARRIER FEEDS	PER PLAN TYPE TO BE BILLED ON COMPLETION	$650.00
COBRA LETTER	PER LETTER	$3.95

ANNUAL COSTS		
EMPLOYEE/EMPLOYER W-2S	PER FORM	$6.95
W-3 TRANSMITTAL		$75.00
ACA FORM 1094 (B OR C)		$75.00
ACA FORM 1095 (B OR C)	PER FORM	$6.95

ONE-TIME COSTS		
CLIENT CONVERSION		$11,570.67
PAYCOM LEARNING	IMPLEMENTATION FEE	$500.00
ANDROID CLOCK WITH FINGERPRINT READER (LEASE)	HARDWARE - SECURITY DEPOSIT	$7,192.00
TOTAL		$19,262.67

Proposal Summary

Created on

September 9, 2025 | City of Tomball Proposal

Company Summary

COMPANY NAME	UNIQUE EES	PAYROLL BASE	PAYROLL PER CHECK	MONTHLY BASE	PEPM	INITIAL INVESTMENT	EST ANNUAL INVESTMENT
CITY OF TOMBALL PROPOSAL 1	240	$8.31	$0.91	$884.80	$34.60	$19,262.67	$115,706.64
TOTAL	240					$19,262.67	$115,706.64

RFP for HRIS
Committee Scoring Summary

Committee	ADP	NeoGov	Paycom	Peopleguru	The Groove	Tyler Technologies
One	84	76	75	65	50	70
Two	87	86	92	73	78	66
Three	79	83	81	70	77	68
Total	250	245	248	208	205	204
Average	83	82	83	69	68	68

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Spring Creek Historical Museum.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the Spring Creek Historical Museum to illustrate the history, culture and daily life of the Tomball area and north Harris County.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $69,000.00.

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: # 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026.**

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: SPRING CREEK COUNTY HISTORICAL ASSOC.

Street Address: 510 Pine Street

City: Tomball State: TX Zip Code: 77375

Contact Name: Rayford Lynn McCoy

Role with Organization/Business: President, Board of Directors

Phone Number: 281-384-2621 Email: rayford.mccoy@gmail.com

Type of Organization/Business ☐ Private/For Profit ☒ Non-Profit

Purpose of Organization/Business:

Promotion & preservation of objects which establish or illustrate the history, culture & daily life in the area of Tomball and Northern Harris County

Section II: Event/Program Information

Event/Program Name: Tomball Museum Center

Date(s) of Event/Program: Continuously through out year

Location of Event/Program (Provide the address or a general location):

510 Pine Street (Approx. 9 acres)

Website for Event/Program: tomballmuseumcenter.com

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

since 1965 (60 years continuously)

Provide a detailed description of the event/program.

Museum has scheduled operations three days a week and at other times by appointment. On Valentines Day, the Museum hosts a Weddings event, in conjunction with the City of Tomball and Harris County. This past year, we had 27 couples married at the Historical Museum and television coverage on the Channel 11 evening news. We provide many tours (each approx. 4 school buses in size)for the surrounding elementary schools. The museum also hosts antique car shows and quilting exhibitions. In the Fall/Winter, the host "Candlelight Tours" with Holiday/Christmas decorations.We provide a venue for the Memorial Day celebration at the Museum World War II Memerial.

Estimated Local Attendees at Event/Program: in excess of 5,000

Estimated Out of Town Attendees at Event/Program: ABOUT HALF

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program. $ 69000

Total operating budget for event/program. $ 89000

Percent of event/program to be funded by grant. 77 %

Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures. $ 4000

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

SEE ATTACHED DESCRIPTION(S)

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [ ] Radio
- [x] Television
- [x] Brochures
- [x] Social Media
- [x] Newspaper
- [x] Online/Digital Ads
- [x] Press Release
- [x] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

SEE INCLUDED BROCHURES AND ATTACHED DESCRIPTIONS

How will you measure the impact of your event on local overnight accommodations?

SEE ATTACHED DESCRIPTIONS

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☑ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☑ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☑ Encouragement, promotion, improvement, and application of the arts.
☑ Historical restoration or preservation programs.
☑ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: _____

Applicant Printed Name: Rayford Lynn McCoy

Date of Application: 6/20/25

TOMBALL MUSEUM CENTER

FY 25-26 HOT REQUEST

CATEGORY	AMOUNT	CATEGORY CUM.
STRUCTURAL REPAIRS		
THEIS HOUSE LEVELING & STABILIZATION	15500	15500
SCHOOL HOUSE SIDING AND ROOF	5500	21000
PROVIDE FOR DRAINAGE ON "PARADE GROUNDS"	3000	**24000**
MAINTENANCE/PAINTING		
CHURCH PAINTING, SIDING & TERMITE TREATMENT	6000	6000
SCHOOLHOUSE PAINTING, SIDING & TERMITE TREATMENT	4000	10000
FELLOWSHIP HALL PAINTING, SIDING & TERMITE TREATMENT	3500	13500
OIL CAMP HOUSE, REPAIR/REPLACE FRONT & REAR DOORS	1500	**15000**
COMMUNITY EVENTS		
CANDLELIGHT TOURS (ASSOC. WITH GERMAN FESTIVAL	4500	4500
VALENTINE'S DAY WEDDING EVENT	2500	7000
OTHER ON-SITE MUSEUM EVENTS (such as Halloween, Quilt and Craft Show, etc.)	1500	**8500**
LANDSCAPING		
APPROX. 9 ACRES, BI-WEEKLY	7500	**7500**
UTILITIES		
ELECTRICITY	8000	8000
CITY OF TOMBALL (4 METERS/BILLS)	4000	**12000**
ADVERTISING & PUBLIC RELATIONS		
WEBSITE AND PRINTING COSTS	2000	**2000**
REQUEST TOTAL FOR FY 25_26		**69000**

ORGANIZED BUDGET FOR 2025-2026

CATEGORY	CITY FUNDS	OTHER FUNDS	TOTAL
STRUCTURAL REPAIRS	24000		24000
MAINTENANCE & PAINTING	15000	1000	16000
COMMUNITY EVENTS	8500	2000	10500
LANDSCAPING	7500	500	8000
UTILITIES	12000	2000	14000
ADVERTISING & PUBLIC RELATIONS	2000	1500	3500
MISCELLANEOUS		1000	1000
PERSONNEL		12000	12000
TOTALS	**69000**	**20000**	**89000**

SPRING CREEK COUNTY HISTORICAL ASSOCIATION

BOARD OF DIRECTORS

INDIVIDUAL	ADDRESS	CITY	ZIP	PHONE	E-MAIL
LYNN MCCOY	31215 HELEN LANE	TOMBALL	77375	281-384-2621	rayford.mccoy@gmail.com
DEE McSHAN	16396 CLEARWATER CIRCLE	MONTGOMERY	77356	281-757-7746	ddesigns76@yahoo.com
BECKY CLEPPER	713 CLAYTON ST.	TOMBALL	77375	713-702-3513	heartbeckyc@gmail.com
PAMELA KAISER	815 BAKER DR.	TOMBALL	77375	281-636-1824	pkaiser54@yahoo.com
BOBBY RUSSELL	PO BOX 1862	TOMBALL	77377	281-610-6685	Bearkats73@aol.com
CECILIE LANG	15119 TIMBERSHIRE COURT	MAGNOLIA	77355	281-252-0943	grlang@yahoo.com
JOHN McSHAN	16396 CLEARWATER CIRCLE	MONTGOMERY	77356		jmcshan76@yahoo.com
KAITLIN IRELAND	22707 WIXFORD LANE	TOMBALL	77375		kireland731@gmail.com
ROSE HUBBARD	54 CASSENA GROVE PL.	TOMBALL	77375	281-757-0994	heartrosemaryh@gmail.com
MARY McCOY	31215 HELEN LN.	TOMBALL	77375	281-507-8693	marymccoy06@gmail.com
JOANN EHRHARDT	6607 KLEIN CEMETARY RD.	KLEIN	77379	713-376-0188	joann6607@gmail.com

MUSEUM - HOT ATTACHMENT(S)

GRANT FUND USEAGE

Grant funds will be used to maintain and repair the 100+ year old buildings (approximately 9 buildings) located on the Texas Historical Museum site, consisting of 9 acres located within the city limits of Tomball. Typical maintenance and repairs consist of foundation repairs, replacement of wood siding, painting of buildings (both inside and outside), roof repairs, air conditioning replacement, sprinkler repairs, security lighting repairs, repair of vandalism, and drainage and plumbing repairs.

ADVERTISING AND PROMOTION OF MUSEUM

Brochures are maintained in all the local hotels and motels. The Museum maintains a professional website on the internet. This Museum site can be (and is) accessed from all over the world. The Museum also maintains a presence on multiple social networks, including Facebook. We partner with Harris County and the City of Tomball to host the Valentine's Day Wedding Event. This event receives substantial radio and TV (Channel 11) news coverage. We also promote through a booth at local city festivals, as well as various "open house" events on Museum grounds. The Museum maintains one of the top positions on various travel websites advertising "things to do" in Tomball.

IMPACT ON OVERNIGHT ACCOMMODATIONS

We maintain Contacts with the various hotels/motels where we place brochures. We are in regular contact with the Tomball Chamber of Commerce. We provide personalized, guided tours for our guests and visitors at the museum. We discuss their visit and circumstances. We encourage guests and visitors to invite friends and family members. We also monitor the use of credit cards (and associated names and addresses) as we record our monthly activity.

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

From: Rayford McCoy
To: Perla Carrasco
Cc: Mary McCoy
Subject: Re: Requested Museum info
Date: Thursday, July 3, 2025 4:27:53 PM

> **Caution:** This is an external email and may be malicious. Please take care when clicking links or opening attachments.

The one you have is the most recent we have.

On Thu, Jul 3, 2025, 3:43 PM Perla Carrasco <pcarrasco@tomballtx.gov> wrote:

> I reviewed the document you provided titled "Tomball Museum Center - Notional Budget FY 25-26 HOT Request" but this is only the budget for the requested grant funds. We need the most recent complete annual budget for the Spring Creek County Historical Association. See the attached document provided in 2023.
>
> -----Original Message-----
> From: Rayford McCoy <rayford.mccoy@gmail.com>
> Sent: Thursday, July 3, 2025 2:11 PM
> To: Perla Carrasco <pcarrasco@tomballtx.gov>; rayford.mccoy@gmail.com; Mary McCoy <marymccoy06@gmail.com>
> Subject: Requested Museum info
>
> Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.
>
> Perla,
>
> Please confirm receipt. Thanks again for all your assistance.
>
> Lynn

Spring Creek County Historical Association

Profit and Loss by Class

January - December 2024

	CITY OF TOMBALL	NOT SPECIFIED	TOTAL
Income			
Building Use Income		2,260.00	$2,260.00
Donations		12,867.27	$12,867.27
Donations - Designated		2,000.00	$2,000.00
Donations - Undesignated		687.69	$687.69
Memorial Donations		3,115.00	$3,115.00
Photography Donations		996.00	$996.00
Total Donations - Undesignated		**4,798.69**	**$4,798.69**
Total Donations		**19,665.96**	**$19,665.96**
Grant - City of Tomball	43,853.00	1,147.00	$45,000.00
Program Income			$0.00
Candlelight Tour Income		488.90	$488.90
Membership Dues Income		979.00	$979.00
Tea and Chat Income		425.00	$425.00
Tours Income		3,394.57	$3,394.57
Total Program Income		**5,287.47**	**$5,287.47**
Quilt Show		1,917.00	$1,917.00
Sales of Product Income			$0.00
Books		348.00	$348.00
Fans		297.00	$297.00
Total Sales of Product Income		**645.00**	**$645.00**
Total Income	**$43,853.00**	**$30,922.43**	**$74,775.43**
GROSS PROFIT	**$43,853.00**	**$30,922.43**	**$74,775.43**
Expenses			
Bank Service Charges		120.00	$120.00
Depreciation Expense		507.00	$507.00
Docent Expense	100.00		$100.00
Dues & Subscriptions	250.00	0.00	$250.00
Events Expense	32.32		$32.32
Antique Car Show Expenses	421.63	357.73	$779.36
Candlelight Tour Expense	250.00	332.90	$582.90
Quilt Show	670.00		$670.00
Total Events Expense	**1,373.95**	**690.63**	**$2,064.58**
Insurance	935.00		$935.00
Insurance -COMMERCIAL LIABILITY	1,321.00		$1,321.00
Merchant Fees		218.13	$218.13
Office Expenses	592.62	630.75	$1,223.37
Operations	232.55	123.92	$356.47
Advertising and Publicity	99.75		$99.75
Postage, Mailing Service	39.00	216.00	$255.00
Printing and Copying	1,184.55		$1,184.55

Spring Creek County Historical Association

Profit and Loss by Class

January - December 2024

	CITY OF TOMBALL	NOT SPECIFIED	TOTAL
Supplies	332.98	697.26	$1,030.24
Total Operations	**1,888.83**	**1,037.18**	**$2,926.01**
Repairs & Maintenance	290.49	600.00	$890.49
Buildings & Grounds Maintenance	28,043.68	4,861.12	$32,904.80
Cleaning	1,800.00	148.69	$1,948.69
Lawn Service	4,200.00		$4,200.00
Total Repairs & Maintenance	**34,334.17**	**5,609.81**	**$39,943.98**
Salaries		6,954.47	$6,954.47
Security	150.00		$150.00
Storage Unit	400.00		$400.00
Taxes			$0.00
Payroll Taxes		348.84	$348.84
Royalty Taxes		119.87	$119.87
Total Taxes		**468.71**	**$468.71**
Telephone	261.62	1,136.02	$1,397.64
Utilities	1,980.81	4,608.90	$6,589.71
Website	265.00		$265.00
Total Expenses	**$43,853.00**	**$21,981.60**	**$65,834.60**
NET OPERATING INCOME	**$0.00**	**$8,940.83**	**$8,940.83**
Other Income			
Bank Rewards		120.00	$120.00
Interest Income - CD		11,612.94	$11,612.94
Royalty Income		1,588.28	$1,588.28
Americo Energy Resources		2,403.22	$2,403.22
Total Royalty Income		**3,991.50**	**$3,991.50**
Total Other Income	**$0.00**	**$15,724.44**	**$15,724.44**
NET OTHER INCOME	**$0.00**	**$15,724.44**	**$15,724.44**
NET INCOME	**$0.00**	**$24,665.27**	**$24,665.27**

TOMBALL MUSEUM CENTER - NOTIONAL BUDGET

FY 25-26 HOT REQUEST

CATEGORY	AMOUNT (HOT FUNDS)	OTHER FUNDS	TOTAL
STRUCTURAL REPAIRS			
THEIS HOUSE LEVELING & STABILIZATION	15500		
SCHOOL HOUSE SIDING AND ROOF	5500		
PROVIDE FOR DRAINAGE ON "PARADE GROUNDS"	3000		
CATEGORY SUB-TOTAL	24000	0	24000
MAINTENANCE/PAINTING			
CHURCH PAINTING, SIDING & TERMITE TREATMENT	6000		
SCHOOLHOUSE PAINTING, SIDING & TERMITE TREATMENT	4000		
FELLOWSHIP HALL PAINTING, SIDING & TERMITE TREATMENT	3500		
OIL CAMP HOUSE, REPAIR/REPLACE FRONT & REAR DOORS	1500		
CATEGORY SUB-TOTAL	15000	1000	16000
COMMUNITY EVENTS			
CANDLELIGHT TOURS (ASSOC. WITH GERMAN FESTIVAL	4500		
VALENTINE'S DAY WEDDING EVENT	2500		
OTHER ON-SITE MUSEUM EVENTS (such as Halloween, Quilt and Craft Show, etc.)	1500		
CATEGORY SUB-TOTAL	8500	2000	10500
LANDSCAPING			
APPROX. 9 ACRES, BI-WEEKLY	7500		
CATEGORY SUB-TOTAL	7500	500	8000
UTILITIES			
ELECTRICITY	8000		
CITY OF TOMBALL (4 METERS/BILLS)	4000		
CATEGORY SUB-TOTAL	12000	2000	14000
ADVERTISING & PUBLIC RELATIONS			
WEBSITE AND PRINTING COSTS	2000	1500	3500
MISCELLANEOUS		1000	1000
PERSONELL		12000	12000
ANTICIPATED EXPENDITURES	69000	20000	89000

Simmons 1546 (Spirit of Texas xx46), Period Ending 12/31/2024

RECONCILIATION REPORT

Reconciled on: 01/17/2025

Reconciled by: Florine Ellis

ny changes made to transactions after this date aren't included in this report.

ummary

	USD
tatement beginning balance	76,295.72
terest earned	10.00
hecks and payments cleared (13)	-13,199.50
eposits and other credits cleared (5)	593.63
tatement ending balance	63,699.85
egister balance as of 12/31/2024	63,699.85

etails

hecks and payments cleared (13)

ATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
/23/2024	Check	1985	Comcast	-407.39
/23/2024	Check	1987	Mary McCoy	-960.79
/24/2024	Check	1988	Kasie Kimbrell	-100.00
/01/2024	Check	1989	Rene Velasquez	-900.00
/04/2024	Check	1990	Kasie Kimbrell	-100.00
/05/2024	Check		Simmons Bank	-10.00
/11/2024	Check		Union Standard	-2,846.00
/12/2024	Check	1995	Conroe Chem Cans	-250.00
/12/2024	Check	1993	Tomball City Public Works	-547.82
/12/2024	Check	1994	Reliant	-381.31
/15/2024	Check	1996	Mary McCoy	-960.79
/15/2024	Check	1997	Kasie Kimbrell	-300.00
/20/2024	Check		TWFG	-5,435.40
tal				-13,199.50

posits and other credits cleared (5)

TE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/2024	Check		Simmons Bank	0.00
02/2024	Deposit			34.66
09/2024	Deposit			535.00
23/2024	Deposit			23.97
31/2024	Journal	109		0.00
al				593.63

Date 12/31/24 Page 1
Primary Account XXXXXXXXXXXX1546
Enclosures 11

Pine Bluff, AR 71611-7009

Simmons Bank
501 Main Street
Pine Bluff, AR 71601-4398
www.simmonsbank.com

Customer Service:
870 541 1266 Direct Dial
866 246 2400 Toll Free

Spring Creek County Historical Associati
PO Box 457
Tomball TX 77377

CHECKING ACCOUNTS

Simply Business 250 Checking	
Account Number	XXXXXXXXXXXX1546
Previous Balance	76,295.72
4 Deposits/Credits	603.63
13 Checks/Debits	13,199.50
Service Charge	.00
Interest Paid	.00
Current Balance	63,699.85

Number of Enclosures	11
Statement Dates	12/02/24 thru 12/31/24
Days in the statement period	30
Average Ledger	69,614.57
Average Collected	69,614.57

Deposits and Additions

Date	Description	Amount
12/02	Dep 11/30 GoDaddy Payments a50e7884-027a-4	34.66
12/09	Deposit	535.00
12/23	Dep 12/22 GoDaddy Payments a50e7884-027a-4	23.97
12/27	RelationshipRwds Cash Back	10.00

Checks and Withdrawals

Date	Description	Amount
12/05	Account Analysis Charge	10.00-
12/11	WEB PAY UnionStdIns UnionInsur	2,846.00-
12/20	WEBPAYMENT TWFGINSURANCESER WEB	5,435.40-

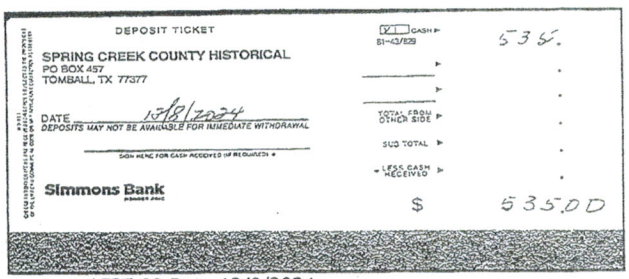
--- CHECKS IN NUMBER ORDER ---

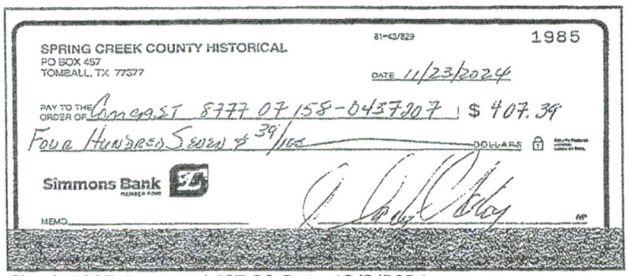
Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
12/03	1985	407.39	12/05	1990	100.00	12/23	1996	960.79
12/11	1987*	960.79	12/27	1993*	547.82	12/17	1997	300.00
12/02	1988	100.00	12/19	1994	381.31			
12/02	1989	900.00	12/19	1995	250.00			

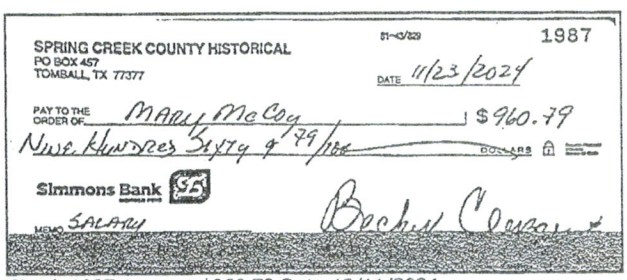
* Denotes skip in sequential check numbers

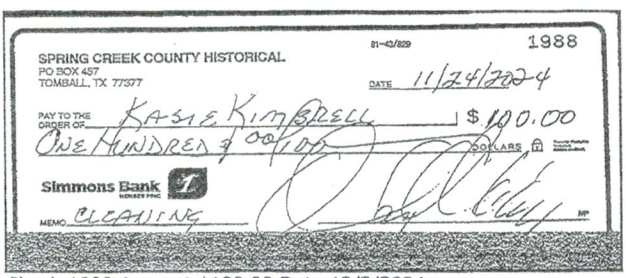
Daily Balance Information

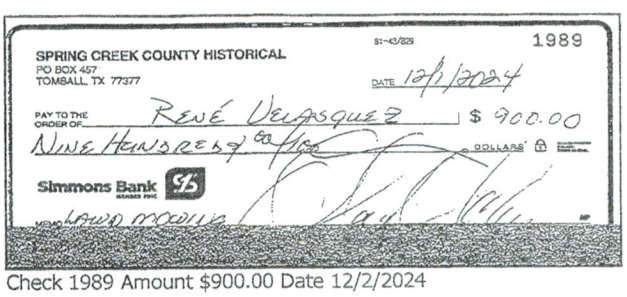
Date	Balance	Date	Balance	Date	Balance
12/02	75,330.38	12/11	71,541.20	12/23	64,237.67
12/03	74,922.99	12/17	71,241.20	12/27	63,699.85
12/05	74,812.99	12/19	70,609.89		
12/09	75,347.99	12/20	65,174.49		

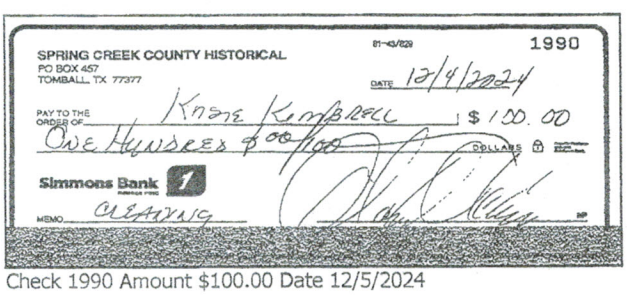

DEPOSIT TICKET
SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
DATE 12/8/2024
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
CASH 81-43/829 535.
TOTAL FROM OTHER SIDE
SUB TOTAL
LESS CASH RECEIVED
$ 535.00
Simmons Bank
Amount $535.00 Date 12/9/2024

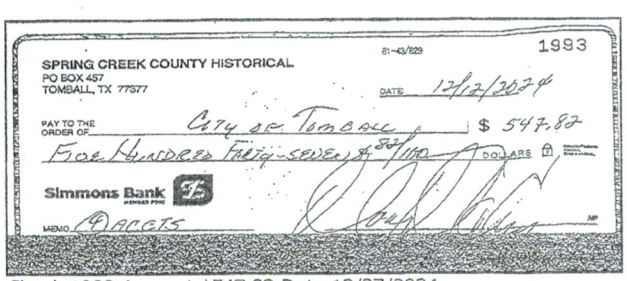

SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1985
DATE 11/23/2024
PAY TO THE ORDER OF Comcast 8777 07 158-0437207 $ 407.39
Four Hundred Seven & 39/100 DOLLARS
Simmons Bank
MEMO
Check 1985 Amount $407.39 Date 12/3/2024

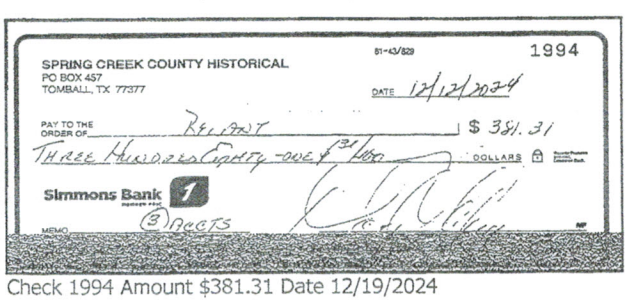

SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1987
DATE 11/23/2024
PAY TO THE ORDER OF Mary McCoy $960.79
Nine Hundred Sixty & 79/100 DOLLARS
Simmons Bank
MEMO SALARY
Check 1987 Amount $960.79 Date 12/11/2024

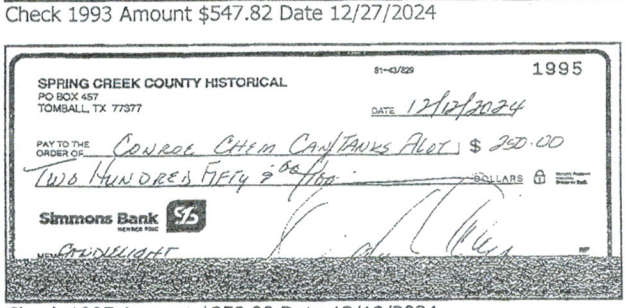

SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1988
DATE 11/24/2024
PAY TO THE ORDER OF Katie Kimbrell $100.00
One Hundred & 00/100 DOLLARS
Simmons Bank
MEMO CLEANING
Check 1988 Amount $100.00 Date 12/2/2024

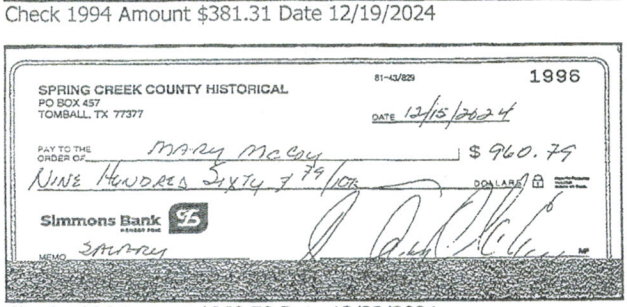

SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1989
DATE 12/1/2024
PAY TO THE ORDER OF René Velasquez $900.00
Nine Hundred & 00/100 DOLLARS
Simmons Bank
MEMO LAWN MOWING
Check 1989 Amount $900.00 Date 12/2/2024

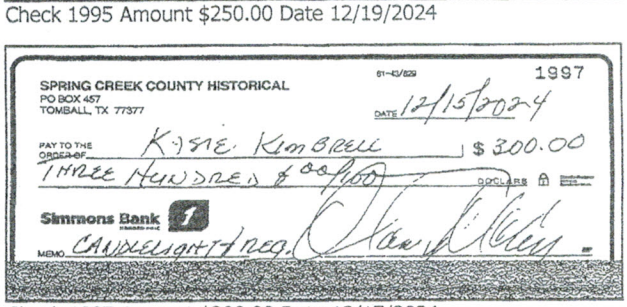

SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1990
DATE 12/4/2024
PAY TO THE ORDER OF Katie Kimbrell $100.00
One Hundred & 00/100 DOLLARS
Simmons Bank
MEMO CLEANING
Check 1990 Amount $100.00 Date 12/5/2024


SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1993
DATE 12/12/2024
PAY TO THE ORDER OF City of Tomball $ 547.82
Five Hundred Forty-seven & 82/100 DOLLARS
Simmons Bank
MEMO 4 ACCTS
Check 1993 Amount $547.82 Date 12/27/2024


SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1994
DATE 12/12/2024
PAY TO THE ORDER OF Reliant $ 381.31
Three Hundred Eighty-one & 31/100 DOLLARS
Simmons Bank
MEMO 3 ACCTS
Check 1994 Amount $381.31 Date 12/19/2024


SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1995
DATE 12/12/2024
PAY TO THE ORDER OF Conroe Chem Can/Tanks Alot $ 250.00
Two Hundred Fifty & 00/100 DOLLARS
Simmons Bank
MEMO CANDLELIGHT
Check 1995 Amount $250.00 Date 12/19/2024


SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1996
DATE 12/15/2024
PAY TO THE ORDER OF Mary McCoy $960.79
Nine Hundred Sixty & 79/100 DOLLARS
Simmons Bank
MEMO SALARY
Check 1996 Amount $960.79 Date 12/23/2024


SPRING CREEK COUNTY HISTORICAL
PO BOX 457
TOMBALL, TX 77377
81-43/829
1997
DATE 12/15/2024
PAY TO THE ORDER OF Katie Kimbrell $300.00
Three Hundred & 00/100 DOLLARS
Simmons Bank
MEMO CANDLELIGHT MEDIA
Check 1997 Amount $300.00 Date 12/17/2024

Customer S CREEK HISTORI
SPRING CREEK HISTORICAL

Accounts

SPRING CREEK HISTORICAL
510 N PINE ST
TOMBALL TX 77375

Delivery Point

TIN 32 0202279
Date of Birth
Email
MARYMCCOY06@GMAIL.COM
Cell Phone (281)507–8693

Additional

Demand Deposits	0.00
Certificates	204,789.41
Escrow	0.00
Total Deposits	204,789.41
Loans In–house	0.00
Sold	0.00
Total Loans	0.00
Customer Net	204,789.41

CIF Comments

	Ownership	Status	View Collateral
Account View	Primary and Secondary	Open and Closed	No

Loan Int Paid YTD	0.00
Dep Earn Paid YTD	4,789.41

Module	!	Account/Seq	Status	Owner	Description	Sec/Prm Cust	Interest	Balance	Purp
*CDA		60115828	Active	Primary	12 MO JUMBO	MCCOY MARY C	646.35	102,394.73	
CDA		60115834	Active	Primary	12 MO JUMBO	MCCOY MARY C	646.35	102,394.68	

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Balance Sheet

Spring Creek County Historical Association

As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
CD	0
CD First State Bank of TX	200,000.00
CD Spirit of TX xx19	35,540.17
Total for CD	**$235,540.17**
Operating Account 1546	63,699.85
Total for Bank Accounts	**$299,240.02**
Accounts Receivable	
Other Current Assets	
Prepaid Expenses	26,995.00
Total for Other Current Assets	**$26,995.00**
Total for Current Assets	**$326,235.02**
Fixed Assets	
Fixed Assets	0
Accumulated Depreciation	-261,908.00
Alarm System	1,900.00
Buildings	156,923.98
Furniture & Equipment	55,377.15
Gazebo	2,552.10
Jail	3,105.50
Land	70,055.79
Lighting Grounds	21,837.20
Sawmill	4,380.00
Sidewalk	10,388.50
Sprinkler System	5,398.01
Windmill	5,500.00
Total for Fixed Assets	**$75,510.23**
Total for Fixed Assets	**$75,510.23**
Other Assets	
Total for Assets	**$401,745.25**

Balance Sheet

Spring Creek County Historical Association

As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
Other Current Liabilities	
Payroll Tax Liabilities	900.84
Total for Other Current Liabilities	**$900.84**
Total for Current Liabilities	**$900.84**
Long-term Liabilities	
Total for Liabilities	**$900.84**
Equity	
Retained Earnings	376,179.14
Net Income	24,665.27
Total for Equity	**$400,844.41**
Total for Liabilities and Equity	**$401,745.25**

Spring Creek County Historical Association

Tomball Museum Center.com
510 North Pine
Tomball, TX 77375
281-255-2148

August 14, 2025

To whom it may concern at The City of Tomball,

This is to inform you that there has been a change in the office of President for The Tomball Museum Center effective August 11, 2025. Becky Clepper has been appointed President of The Tomball Museum.

Respectfully,

Pamela Kaiser
Secretary
Tomball Museum Center

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Prevailing Winds Community Band.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the Prevailing Winds Community Band to perform 4-6 free concerts to the Tomball community.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $2,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: The Prevailing Winds

Street Address: 10953 Vista Lake Court

City: Navasota State: TX Zip Code: 77868-6981

Contact Name: Todd Burrer

Role with Organization/Business: Director

Phone Number: 936-285-1817 Email: info@theprevailingwinds.org

Type of Organization/Business ☐ Private/For Profit ☐ Non-Profit

Purpose of Organization/Business:

The Prevailing Winds (TPW) is a community band that rehearses and performs at Lone Star College - Tomball in the Performing Arts Center. Concerts are offered 4-6 times per year and are free to all audience members. We exist to deliver quality performances, to share our passion for music,and to inspire others. We provide a venue for musicians to perform and connect; our passion is to keep music alive. We serve our members, our community, and future music lovers.

Section II: Event/Program Information

Event/Program Name: The Prevailing Winds concerts

Date(s) of Event/Program: 9/20/25, 11/01/25, 12/20/25, 2/28/26, 5/25/26, 7/4/26

Location of Event/Program (Provide the address or a general location):

Lone Star College - Tomball; Performing Arts Center (PAC)

Website for Event/Program: www.theprevailingwinds.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

TPW formed as a 501c3 in January of 2024.

Provide a detailed description of the event/program.

The Prevailing Winds (TPW) is a nonprofit community wind ensemble dedicated to enriching Tomball's cultural landscape through dynamic, accessible musical performances. Our free concert series showcases the power of live instrumental music to build community, attract visitors, and elevate the city as a vibrant destination for the arts. These concerts are designed not only to entertain but also to promote Tomball and can support the local hotel and hospitality industry by drawing audiences from across the region.
TPW's performance calendar includes between four to six concerts annually, each tailored to highlight different musical styles and seasonal themes. In the fall, our pops style concert features familiar and family-friendly selections from film, television, and Broadway—perfect for drawing a wide audience, including first-time concertgoers and out-of-town guests. Our Christmas Concert, typically held in early December, celebrates the holiday season with a joyful mix of classical holiday works, popular carols, and new seasonal arrangements, helping to attract festive tourism to Tomball during the winter shopping and travel season. TPW presents what we call our "Big Kid Concert," a musically ambitious program showcasing challenging works by contemporary and classic composers. In May, we host a Memorial Day Concert, honoring those who served with patriotic selections and solemn tributes, drawing civic-minded attendees and veterans from across Texas. Finally, our summer July 4th Concert, compliments and leads seamlessly into Tomball's celebration. And, this past year, TPW collaborated with the Lone Star College music department in their production of "Hello, Dolly" to provide a live band during three nights of four total performances. This was the first time many of the college students had performed with live musicians. Twenty musicians donated over 40 hours of rehearsal and performance time each for the musical. TPW concerts are free and open to the public, reducing barriers to arts participation and encouraging regional visitors to stay, dine, and shop locally. Many of our volunteer musicians are Tomball residents with out of town family and friends to attend concerts. TPW also distributes print fliers and utilizes social media to advertise concerts.

Estimated Local Attendees at Event/Program: 100/concert

Estimated Out of Town Attendees at Event/Program: 100/concert

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 2,000
Total operating budget for event/program.	$ 12,660
Percent of event/program to be funded by grant.	15.79 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$ 600

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

Funds will be used for usage of Lone Star College - Tomball Performing Arts Center.

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [ ] Radio
- [ ] Television
- [x] Brochures
- [x] Social Media
- [ ] Newspaper
- [x] Online/Digital Ads
- [ ] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

TPW advertises and promotes through social media, paid digital ads, and print media. There are currently 275 followers, with 4/5 being outside Tomball. As TPW does not live-stream concerts, family and friends travel from across the region to attend concerts.

How will you measure the impact of your event on local overnight accommodations?

TPW will count total attendees at each performance--with over 200 at our Memorial Day concert. TPW will also survey band members for each concert, asking for a count of out of town audience members..

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☐ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☐ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☑ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: Laura Laabs Digitally signed by Laura Laabs Date: 2025.06.26 19:25:44 -05'00'

Applicant Printed Name: Laura Laabs, Vice President

Date of Application: 26 June 2025

The Prevailing Winds
August 2024 – July 2025 Budget

Salaries and Benefits	$0
Rehearsal space	$5,200
Performance space	$2,000
Music for concerts	$4,000
Supplies and postage	$500
Marketing and advertising	$600
Liability insurance	$360
	$12,660

Itemized budget request of grant funds

Rehearsal space	$1,000
Performance space	$500
Music for concerts	$350
Marketing and advertising	$150
	$2,000

The Prevailing Winds

info@theprevailingwinds.org

Todd Burrer	Director	936-285-1817
Katy Mayo	President	281-630-5917
Laura Laabs	Vice-President	
Kyle Manuel	Secretary	
Marguerite Cranford	Treasurer	
Steve Schmid	Member at Large	
Judy Van Norman	Immediate Past President	
Rick Ilari	Member at Large (elect)	
Joanna Vickery	Member at Large (elect)	
Travis Fisk	Member at Large (elect)	

Recent social media:

The Prevailing Winds
March 29 ·

✨ Enjoy this powerful performance from The Prevailing Winds! ✨
Here's Give Us This Day: Short Symphony for Wind Ensemble by David Maslanka, performed under the direction of our Assistant Director, Adam Haskett.

This moving and dynamic piece was a highlight of our Symphonic Sound Scape concert — we hope it resonates with you as much as it did with us.

🎶 Turn up the volume and let the music speak.
#ThePrevailingWinds #DavidMaslanka #GiveUsThisDay #SymphonicSoundScape #CommunityBand #AdamHaskett #CommunityMusic #JoinTheBand #TomballTX #TomballEvents #saturday #GiveUsThisDay #symphonic #LiveConcert #houston #musiceducation #MusicLoversUnite #FreeConcert #band #CommunityConcert #SupportLocalMusic #ClassicalMusic

The Prevailing Winds
December 21, 2024 ·

The Prevailing Winds
December 19, 2024 ·

🎶 Join us for A Night Before Christmas! 🎄

This Saturday, let the Prevailing Winds fill your hearts with the sound of the season in a majestic symphonic fashion. 🌟

🎺 Festival Fanfare For Christmas
🎼 O Magnum Mysterium
🚂 The Polar Express
📖 A Night Before Christmas featuring the captivating narration of Rev. Dr. Sterling Allen
...and so much more!

📍 Lone Star Tomball Performing Arts Center
🎟️ Admission is free, and donations are welcome.

Gather your loved ones and immerse yourself in the spirit of Christmas with music that will inspire and delight. 🎻✨

We can't wait to see you there! ❤️

#PrevailingWinds #ChristmasConcert #SymphonicHoliday #LiveMusic #TomballEvents #music #communityband #thenightbeforechristmas #texasmusic #Christmas #tomballtx #symphonic #MusicLoversUnite #omagnummysterium #reasonfortheseason

The Prevailing Winds
October 22, 2024 ·

The music of John Powell to John Williams! From Space ships to Pirate ships!
FREE THIS SATURDAY!!!

#musiceducation #symphonic #saturday #houston #jurrasicpark #MusicLoversUnite #piratesofthecaribbean #tomballtx #filmscore #movies #MusicAndMovies #marvel #soundtracks #texasmusic #johnwilliams #band #cypresstx #music #communityband #films #pirates #free #concert #houstontx #family #hanszimmer #brass #woodwinds #percussion #saturdaynight

Boost this post to get more reach for **The Prevailing Winds**.

Boost post

[end]

Statement of Activity

The Prevailing Winds

August 1, 2024-May 16, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Contributed income	$8,915.23
Contributed Income - Music	60.00
Total for Contributed income	**$8,975.23**
Uncategorized Income	
Total for Income	**$8,975.23**
Cost of Goods Sold	
Gross Profit	**$8,975.23**
Expenses	
Advertising & marketing	576.20
Bank fees	33.45
Insurance	0
Liability insurance	1,019.02
Total for Insurance	**$1,019.02**
Meals	550.00
Music	1,861.76
Occupancy	0
Concert Venue	425.00
Rent	230.60
Total for Occupancy	**$655.60**
Office expenses	$31.55
Bank fees & service charges	30.00
Memberships & subscriptions	290.00
Office supplies	215.14
Total for Office expenses	**$566.69**
Photography	1,100.00
Total for Expenses	**$6,362.72**
Net Operating Income	**$2,612.51**
Other Income	
Other Expenses	
Net Other Income	**0**
Net Income	**$2,612.51**

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
09/11/2024
Employer ID number:
99-0754117
Form 990/990EZ/990-N required:
Yes
Person to contact:
Name: Chris Brown
ID number: 0202973
Telephone: 877-829-5500

THE PREVAILING WINDS
C/O TODD BURRER
10953 VISTA LAKE COURT
NAVASOTA, TX 77868-6981

Dear Applicant:

In your letter dated May 13, 2024, you requested a reclassification of foundation status as a public charity.

Our records indicate you are classified as a private foundation. You claim you're erroneously classified as a private foundation and are requesting correction of the error.

Based on the information you provided, we determined you meet the requirements for classification as a public charity described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and updated our records.

Because your tax-exempt status wasn't under consideration, you continue to be classified as an organization exempt from federal income tax under IRC Section 501(c)(3).

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

This letter could help resolve questions on your foundation status. Keep it for your records.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Statement of Financial Position

The Prevailing Winds

As of May 16, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Frost Business Checking (3779)	3,367.96
Total for Bank Accounts	**$3,367.96**
Accounts Receivable	
Other Current Assets	
Total for Current Assets	**$3,367.96**
Fixed Assets	
Other Assets	
Total for Assets	**$3,367.96**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Credit Cards	
Other Current Liabilities	
Total for Current Liabilities	**0**
Long-term Liabilities	
Total for Liabilities	**0**
Equity	
Retained Earnings	755.45
Net Income	2,612.51
Total for Equity	**$3,367.96**
Total for Liabilities and Equity	**$3,367.96**

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Period:
2023 (08/01/2023-07/31/2024)

[redacted]

Organization Name (Doing Business as):
PREVAILING WINDS

Mailing Address:
10953 Vista Lake Court
Navasota, TX 77868
United States

Principal Officer's Name and Address:
Marguerite Cranford
19510 Country Lake Drive
Magnolia, TX 77355
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:
https://theprevailingwinds.org/

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Visitor Center.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Visitor Center.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $10,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: Greater Tomball Area Chamber of Commerce

Street Address: 29201 Quinn Road, Ste. B

City: Tomball State: TX Zip Code: 77375

Contact Name: Brandy Beyer

Role with Organization/Business: Vice President

Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business ☐ Private/For Profit ■ Non-Profit

Purpose of Organization/Business:

The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Section II: Event/Program Information

Event/Program Name: Visitor Center

Date(s) of Event/Program: Monday - Friday, 8:30am - 5pm

Location of Event/Program (Provide the address or a general location):

29201 Quinn Road, Suite B

Website for Event/Program: www.tomballchamber.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

Open for 60 years

Provide a detailed description of the event/program.

daily handling of walk-ins, calls and emails from people looking to visit Tomball for events as well as making trips to look at homes for relocating

Estimated Local Attendees at Event/Program: 200

Estimated Out of Town Attendees at Event/Program: 500

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 10,000
Total operating budget for event/program.	$ 69,174
Percent of event/program to be funded by grant.	6.9 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

reimbursement for visitor center costs of maintaining the office, supplies for mailing visitor packets, staff to handle visitors

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [ ] Paid Advertising
- [ ] Radio
- [ ] Television
- [x] Brochures
- [x] Social Media
- [ ] Newspaper
- [x] Online/Digital Ads
- [ ] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

As a visitor center, chambers of commerce have a long standing history of being the first place visitors stop when they come to a new town. The GTACC is publicized through the website, in the World Chamber of Commerce Directory, as a member of the US Chamber of Commerce, the Texas Association of Business, Texas Chamber of Commerce Executives, and the American Chamber of Commerce Executives.

How will you measure the impact of your event on local overnight accommodations?

by tracking calls and email requests for local hotel information

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☑ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☐ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☐ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: Brandy Beyer Digitally signed by Brandy Beyer Date: 2025.07.08 16:26:00 -05'00'

Applicant Printed Name: Brandy Beyer

Date of Application: 7/8/2025

Visitor Center Budget

Rent	25,974.00
CAM Expense	12,000.00
Office Supplies/Postage	1,200.00
Personnel	30,000.00
Total Expenses:	69,174.00
Grant Request:	10,000.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Ordinary Income/Expense													
Income													
Income													
Rent Income	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	74,592.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00	1,000.00		1,500.00	3,000.00	4,000.00	1,000.00	3,000.00	2,000.00	3,000.00			20,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	450.00	450.00	500.00	500.00	5,100.00
Women's Committee	0.00	1,000.00	1,500.00	1,500.00	1,000.00	1,000.00	0.00	0.00	13,000.00	0.00	0.00	1,000.00	20,000.00
Interest Income	2,500.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	13,100.00
Membership Dues													
New	10,000.00	10,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	10,000.00	10,000.00	10,000.00	10,000.00	5,000.00	100,000.00
Allowance Non-Renewal	-6,227.83	-7,412.58	-3,473.08	-4,129.33	-2,466.83	-3,250.08	-3,133.58	-3,578.08	-4,010.33	-4,900.58	-3,271.83	-2,961.58	-48,815.75
Renewal	62,278.33	74,125.83	34,730.83	41,293.33	24,668.33	32,500.83	31,335.83	35,780.83	40,103.33	49,005.83	32,718.33	29,615.83	488,157.46
Total Membership Dues	66,050.50	76,713.25	38,257.75	44,164.00	29,201.50	36,250.75	35,202.25	42,202.75	46,093.00	54,105.25	39,446.50	31,654.25	539,341.71
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website		400.00		1,000.00	15,000.00		500.00	6,000.00		4,000.00	1,100.00		28,000.00
Total Publications	0.00	400.00	0.00	1,000.00	15,000.00	0.00	500.00	6,000.00	0.00	4,000.00	1,100.00	0.00	28,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00	5,000.00		5,000.00							40,000.00
Family Reunion					5,000.00								
Tomball Night						10,000.00	22,000.00	5,000.00					37,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									2,000.00	15,000.00	13,000.00		30,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	5,000.00	5,000.00	30,000.00	22,000.00	5,000.00	5,000.00	30,000.00	25,000.00	0.00	187,000.00
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Gross Profit	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Expense													
Building Expense													
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	12,660.00
Building Interest	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	17,700.00
Reimbursed by tenants	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-20,736.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	30,504.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Accounting Expense	4,000.00	7,500.00	4,000.00			2,500.00							18,000.00
Advertising							2,000.00	3,000.00		1,000.00	4,000.00		10,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,500.00			1,500.00			5,000.00	2,000.00	4,000.00			14,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	200.00	200.00	200.00	100.00	150.00	200.00	100.00	100.00	200.00	200.00	150.00	200.00	2,000.00
Women's Committee		500.00	500.00	500.00	500.00	1,000.00	0.00	0.00	2,000.00	0.00	0.00	10,500.00	15,500.00
Young Professionals	200.00			200.00			200.00			200.00			800.00
Bank Fees	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	16,200.00
Board of Directors	500.00								3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,150.00				500.00			750.00				1,112.00	3,512.00
Employee Expense													
SUTA	1,700.00	600.00											2,300.00
Development	600.00	1,600.00		3,000.00	0.00	4,000.00	3,000.00	1,000.00	300.00	1,500.00			15,000.00
FUTA	140.00	30.00											170.00
Group Insurance	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	4,000.00	4,000.00	4,000.00	4,000.00	43,600.00
Cell Phone Allowance	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Payroll Services	550.00	600.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,650.00
Payroll Taxes	2,080.00	2,100.00	2,100.00	2,080.00	2,080.00	2,080.00	2,080.00	2,100.00	2,080.00	2,080.00	2,150.00	3,200.00	26,210.00
Salaries													
TACC	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	36,166.25	441,195.00
Bonus												18,265.00	18,265.00
Total Salaries	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	54,431.25	459,460.00
Total Employee Expense	45,106.25	46,516.25	42,686.25	47,216.25	42,666.25	46,666.25	45,666.25	45,236.25	43,516.25	44,716.25	45,836.25	62,601.25	558,430.00
Insurance													
Worker's Compensation	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	570.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	8,552.04
Total Insurance	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	10,884.96
Membership/Misc. Expense	10,000.00	5,000.00	2,500.00	2,000.00	800.00	500.00	1,000.00	1,000.00	500.00	600.00	800.00	4,000.00	28,700.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	400.00	400.00	1,000.00	400.00	400.00	1,500.00	400.00	400.00	400.00	400.00	400.00	400.00	6,500.00
Copier Lease	600.00	800.00	800.00	700.00	700.00	700.00	500.00	600.00	400.00	800.00	800.00	600.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	7,250.00	1,200.00	2,400.00	1,100.00	1,100.00	2,800.00	900.00	1,000.00	1,400.00	1,200.00	1,200.00	1,600.00	23,150.00
Office Supplies	700.00	5,000.00	500.00	700.00	500.00	500.00	600.00	800.00	250.00	500.00	250.00	200.00	10,500.00
Postage & Delivery	500.00	0.00	1,000.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00	0.00	0.00	2,500.00
Property Tax Expense	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	17,469.00
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	[illegible]04

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Rent	145.00	145.00	145.00	145.00	145.00	145.00	160.00	160.00	160.00	160.00	160.00	160.00	1,830.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic			1,000.00	18,000.00									19,000.00
Family Reunion					5,000.00								
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											13,000.00		13,000.00
Pageant - Other											5,000.00	2,000.00	7,000.00
Total Miss Tomball										0.00	18,000.00	2,000.00	20,000.00
Total Special Events	0.00	12,000.00	2,000.00	18,000.00	5,000.00	0.00	1,000.00	11,000.00	1,000.00	1,000.00	39,000.00	3,000.00	93,000.00
Telephone Expenses	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	84,279.50	94,589.50	70,459.50	84,489.50	67,389.50	68,839.50	66,654.50	83,074.50	68,554.50	78,304.50	106,224.50	113,901.50	986,761.00
Net Ordinary Income	9,107.00	28,059.75	2,834.25	-15,489.50	-1,152.00	15,447.25	6,883.75	-13,835.75	56,124.50	28,686.75	-27,542.00	-68,111.25	21,012.71
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	21,756.00
Net Income	**3,544.00**	**22,496.75**	**-2,728.75**	**-21,052.50**	**-6,715.00**	**9,884.25**	**1,320.75**	**-19,398.75**	**50,561.50**	**23,123.75**	**-33,105.00**	**-73,674.25**	**-45,743.29**

Greater Tomball Area Chamber of Commerce

Independent Auditors' Report and Financial Statements
for the Year Ended December 31, 2024 (Audited)
(with comparative totals for 2023 - Reviewed)

Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

Tipton & Company LLC
134 Vintage Park Blvd. Ste. A #106
Houston, TX 77070
www.nonprofitacctg.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2024, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

The 2023 financial statements were reviewed by us and our report thereon, dated March 4, 2024, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2025

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

As of December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Assets		
Cash and cash equivalents	**$ 132,986**	$ 223,989
Certificate of deposit	**320,289**	309,821
Accounts receivable, net	**64,847**	44,907
Prepaid expenses	**10,677**	10,291
Property and equipment, net	**796,220**	825,005
Total Assets	**$ 1,325,019**	$ 1,414,013
Liabilities and Net Assets		
Liabilities		
Accrued expenses	**$ 30,248**	$ 31,031
Deferred revenues	**192,315**	192,315
Note payable	**240,362**	381,706
Deposits	**4,150**	8,300
Total Liabilities	**467,075**	613,352
Net Assets		
Without donor restrictions	**857,944**	800,661
Total Net Assets	**857,944**	800,661
Total Liabilities and Net Assets	**$ 1,325,019**	$ 1,414,013

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Activities

Year ended December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Without Donor Restrictions		
Revenue and Support		
Membership dues	**$ 513,014**	$ 483,928
Special events revenue	**208,974**	204,015
Direct benefit to donor	**(26,578)**	(22,952)
Capital improvement campaign	**30,000**	36,000
First Friday luncheon	**33,225**	42,420
Networking Breakfast	**5,245**	5,375
Women's Committee	**15,712**	26,350
City of Tomball hotel tax revenue	**45,000**	35,000
Rental income	**66,285**	64,624
Tenent reimbursements	**15,086**	12,386
Ads and ad commission	**18,334**	25,400
Contributed nonfinancial assets	**9,470**	29,008
Interest and investment income	**12,494**	12,619
Other income	**49,187**	16,733
Total Revenue and Support	**995,448**	970,906
Expenses		
Program Services		
Business resources	**339,930**	325,812
Advocacy	**335,393**	328,349
Total Program Services	**675,323**	654,161
Supporting Services		
General and administrative	**123,028**	127,020
Fundraising	**139,814**	137,210
Total Supporting Services	**262,842**	264,230
Total Expenses	**938,165**	918,391
Change in Net Assets	**57,283**	52,515
Net Assets, Beginning of Year	**800,661**	748,146
Net Assets, End of Year	**$ 857,944**	$ 800,661

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Functional Expenses

Year ended December 31, *(with comparative totals for 2023)*	Program Services			Supporting Services			**Audited**	Reviewed
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services	**2024 Total**	2023 Total
Payroll and related expenses								
Salaries	$ 138,831	$ 138,831	$ 277,662	$ 34,708	$ 34,708	$ 69,416	**$ 347,078**	$ 312,048
Payroll taxes	11,473	11,473	22,946	2,868	2,868	5,736	**28,682**	26,044
Employee benefits	16,974	16,974	33,948	4,244	4,244	8,488	**42,436**	37,278
Total payroll and related expenses	167,278	167,278	334,556	41,820	41,820	83,640	**418,196**	375,370
Other expenses								
Advertising	1,194	1,194	2,388	1,194	8,355	9,549	**11,937**	26,922
Bad debt	19,043	19,043	38,086	19,043	19,042	38,085	**76,171**	69,471
Bank fees	1,457	1,457	2,914	5,829	5,829	11,658	**14,572**	13,532
Board expenses	-	-	-	8,824	-	8,824	**8,824**	6,305
Computer maintenance	2,638	2,638	5,276	659	659	1,318	**6,594**	4,642
Contract labor	22,596	22,596	45,192	5,649	5,649	11,298	**56,490**	66,448
Depreciation	11,514	11,514	23,028	2,878	2,879	5,757	**28,785**	30,115
Dues and subscriptions	1,454	1,454	2,908	364	364	728	**3,636**	4,870
Employee development	6,606	6,606	13,212	1,651	1,651	3,302	**16,514**	12,264
Equipment lease	4,480	4,480	8,960	1,120	1,120	2,240	**11,200**	12,212
First Friday	33,831	-	33,831	-	-	-	**33,831**	37,020
Health committee	13,281	-	13,281	-	-	-	**13,281**	11,046
Insurance	4,200	4,200	8,400	1,050	1,050	2,100	**10,500**	10,306
Interest	8,536	8,536	17,072	2,134	2,133	4,267	**21,339**	16,940
Miscellaneous	6,321	7,460	13,781	5,595	-	5,595	**19,376**	21,062
Networking breakfast	2,580	-	2,580	-	-	-	**2,580**	1,617
Office supplies	2,222	2,222	4,444	556	556	1,112	**5,556**	5,692
Payroll service	2,581	2,581	5,162	645	645	1,290	**6,452**	5,880
Postage and delivery	572	286	858	286	763	1,049	**1,907**	2,888
Professional fees	-	-	-	10,100	-	10,100	**10,100**	16,005
Rent	665	665	1,330	166	166	332	**1,662**	1,482
Repairs and maintenance	7,191	7,191	14,382	1,798	1,798	3,596	**17,978**	25,194
Software	2,291	2,291	4,582	572	572	1,144	**5,726**	5,986
Special events	2,514	36,626	39,140	-	67,620	67,620	**106,760**	95,802
Taxes - income	-	-	-	6,613	-	6,613	**6,613**	10,542
Taxes - property	6,988	6,988	13,976	1,747	1,746	3,493	**17,469**	15,796
Telephone	2,787	2,787	5,574	697	697	1,394	**6,968**	7,014
Travel and entertainment	-	-	-	760	-	760	**760**	720
Utilities	5,110	5,110	10,220	1,278	1,278	2,556	**12,776**	12,452
Womens Committee	-	10,190	10,190	-	-	-	**10,190**	15,748
Total other expenses	172,652	168,115	340,767	81,208	124,572	205,780	**546,547**	565,973
Subtotal	339,930	335,393	675,323	123,028	166,392	289,420	**964,743**	941,343
Less: Direct benefit to donor	-	-	-	-	(26,578)	(26,578)	**(26,578)**	(22,952)
Total Expenses	$ 339,930	$ 335,393	$ 675,323	$ 123,028	$ 139,814	$ 262,842	**$ 938,165**	$ 918,391

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

Year Ended December 31, *(with comparative totals for 2023)*		**Audited 2024**		Reviewed 2023
Cash Flows From Operating Activities				
Change in net assets	**$**	**57,283**	$	52,515
Adjustments to reconcile change in net assets to net change in operating activities:				
Unrealized (gain)/loss on certificate of deposit		**289,530**		(9,821)
Depreciation		**28,785**		30,115
Bad debt expense		**76,171**		69,471
Changes in assets and liabilities:				
Accounts receivable		**(96,111)**		(79,129)
Prepaid expenses		**(386)**		(193)
Accrued expenses		**(783)**		2,302
Deferred revenues		**-**		16,517
Other Liabilities		**(4,150)**		-
Total Adjustments		**293,056**		29,262
Net Change in Operating Activities		**350,339**		81,777
Cash Flows From Investing Activities				
Purchases of certificate of deposit		**(300,000)**		(300,000)
Purchases of property and equipment		**-**		-
Net Change in Investing Activities		**(300,000)**		(300,000)
Cash Flows From Financing Activities				
Payments on note payable		**(141,345)**		(145,876)
Net Change in Financing Activities		**(141,345)**		(145,876)
Net Change in Cash and Cash Equivalents		**(91,006)**		**(364,099)**
Cash and Cash Equivalents, beginning of year		**223,989**		588,088
Cash and Cash Equivalents, end of year	**$**	**132,983**	$	223,989
Supplemental Disclosures:				
Interest paid	**$**	**21,339**	$	16,940
Federal income taxes paid	**$**	**6,613**	$	10,542

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the "Chamber") is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber's mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber's diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber's programs that will allow relationships to be formed and sustained through a variety of networking events.

- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber's members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are

released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit, bearing interest at 3.00%, maturing January 2025 with an early withdrawal penalty of 360 days of interest. It was renewed again in January 2025 with the same interest rate, maturing January 2026. The total balance of the certificate of deposit at December 31, 2024 and 2023 is $320,289 and $309,821, respectively.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2024 and 2023, the allowance for bad debts was $7,021 in both years.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of $500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization’s programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialize skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Membership Dues

Membership dues are recognized as revenue ratably over the term of the membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid $6,613 and $10,542 for federal income taxes in the years ended December 31, 2024 and 2023, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2024 and 2023, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are

changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2024 and 2023 amounted to $11,937 and $26,922, respectively.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2024, comprise the following:

Financial assets:	
Cash and cash equivalents	$132,986
Certificate of deposit	320,289
Accounts receivable, net	64,847
Financial assets available to meet cash needs for general expenditures within one year	$518,122

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around $70,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2024 and 2023, the Chamber had approximately $203,000 and $284,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2024 and 2023, property, plant and equipment consisted of the following:

	Audited 2024	Reviewed 2023
Building and improvements	$1,112,383	$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(510,991)	(482,206)
Total property and equipment, net	$796,220	$825,005

Depreciation expense for the years ended December 31, 2024 and 2023 was $28,785 and $30,115, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	$1,506	9/1/2008	10/31/2013	11/1/2013	10/31/2018
				11/1/2023	10/31/2024
	$4,560	11/1/2018	10/31/2023	11/1/2024	10/31/2029
TRHF	$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
	$1,506			11/1/2024	10/31/2025
Envirocon	$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024[1]

For the years ended December 31, 2024 and 2023, rental income was $66,285 and $64,624 respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2025	$ 69,780
2026	$ 54,720
2027	$ 54,720
2028	$ 54,720
2029	$ 45,600
Thereafter	-
Total	$ 279,540

[1] Note that Envirocon continues to lease space at $150 monthly on a month-to-month basis.

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2024 and 2023, the total rental expense under these leases was $12,862 and $13,694, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2025	$1,969
2026	656
Thereafter	-
Total	$2,625

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of $6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of $5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of $5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2024 and 2023, the balance was $240,362 and $381,706, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2025	$240,362
Thereafter	-
Total	$240,362

NOTE 8 – CONCENTRATIONS

For both years ended December 31, 2024 and 2023, approximately fifty percent (50%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2024 and 2023, the Chamber's contributed nonfinancial assets consist of the following:

	Audited 2024	Reviewed 2023
Advertising	$ 2,520	$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	4,500
Venues	6,300	6,300
Miscellaneous	3,160	3,348
Total contributed nonfinancial assets	$23,080	$43,468

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2025, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

GREATER TOMBALL AREA CHAMBER OF COMMERCE
2025 BOARD OF DIRECTORS

CHAIR OF THE BOARD

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IMMEDIATE PAST CHAIRMAN OF THE BOARD

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*Executive Board Members

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*Executive Board Members

FOR TAX YEAR 2023

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

PE CPA PLLC

32938 TAMINA ROAD STE 202

MAGNOLIA, TX 77354

(281)826-4272

Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

****-***5125**

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 **8868-01** income tax return for **Federal** was filed electronically.
   The electronic filing services were provided by **PE CPA PLLC** .

2. [X] **8868-01** income tax return was accepted on **05-10-2024** using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
   The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Client Copy

Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

-*5125

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 8868-07 income tax return for Federal was filed electronically.
The electronic filing services were provided by PE CPA PLLC .

2. [X] 8868-07 income tax return was accepted on 05-10-2024 using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

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Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): PO BOX 516
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: TOMBALL, TX 77377

D Employer identification number: [redacted]

E Telephone number: (281)351-7222

G Gross receipts: $ 932,466

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1965

M State of legal domicile: TX

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	19
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	19
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	108,943	100,008
9	Program service revenue (Part VIII, line 2g)	608,640	717,843
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,424	12,619
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	93,933	101,996
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	812,940	932,466

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	280,211	371,963
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	402,021	463,482
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	682,232	835,445
19	Revenue less expenses. Subtract line 18 from line 12	130,708	97,021

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,453,306	1,369,105
21	Total liabilities (Part X, line 26)	564,025	421,112
22	Net assets or fund balances. Subtract line 21 from line 20	889,281	947,993

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

BRUCE HILLEGEIST
Signature of officer — Date

BRUCE HILLEGEIST, PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name: PE CPA PLLC — Firm's EIN:
Firm's address: 32938 TAMINA ROAD STE 202, MAGNOLIA TX 77354 — Phone no. 281-826-4272

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Form

EEA

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Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ **835,445** including grants of $) (Revenue $ **932,466**)

THE CHAMBER PROMOTED LOCAL BUSINESS GROWTH AND THE QUALITY OF COMMUNICATION AND LIFE IN THE COMMUNITY THROUGH BUSINESS EDUCATION, ENHANCING COMMUNITY IMAGE, AND DEVELOPING THE LINES OF COMMUNICAITON BETWEEN THE LOCAL BUSINESSES, AND GOVERNMENT. MEMBERSHIP WAS AT 725 BY THE END OF 2016.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses **835,445**

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	**1**		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions.	**2**	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I.*	**3**		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	**4**		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III.*	**5**		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	**6**		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	**7**		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	**8**		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV.*	**9**		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	**10**		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	**11a**	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII.*	**11b**		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII.*	**11c**		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	**11d**		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	**11e**	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X.*	**11f**		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	**12a**		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	**12b**		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E.*	**13**		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	**14a**		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	**14b**		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	**15**		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	**16**		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	**17**		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	**18**		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	**19**		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	**20a**		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	**20b**		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	**21**		X

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Part IV **Checklist of Required Schedules** *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III.*	**22**		**X**
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	**23**		**X**
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.*	**24a**		**X**
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	**24b**		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	**24c**		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	**24d**		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I.*	**25a**		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	**25b**		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II.*	**26**		**X**
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	**27**		**X**
28	Was the organization a party to a business transaction with one of the following parties (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	**28a**		**X**
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	**28b**		**X**
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	**28c**		**X**
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	**29**	**X**	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	**30**		**X**
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	**31**		**X**
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	**32**		**X**
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I.*	**33**		**X**
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	**34**		**X**
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	**35a**		**X**
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	**35b**		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	**36**		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI.*	**37**		**X**
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	**38**	**X**	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	**1a**	**8**		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	**1b**	**0**		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		**1c**	**X**	

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	4		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a	X	
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b	X	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		X
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		17		

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Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	**1a**	19		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	**1b**	19		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	**2**		X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	**3**			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	**4**			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	**5**			X
6	Did the organization have members or stockholders?	**6**			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	**7a**			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	**7b**			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	**8a**		X	
b	Each committee with authority to act on behalf of the governing body?	**8b**		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	**9**			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	**10a**		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . .	**11a**	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	**12a**	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . .	**12b**	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	**12c**	X	
13	Did the organization have a written whistleblower policy?	**13**	X	
14	Did the organization have a written document retention and destruction policy?	**14**		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**	X	
b	Other officers or key employees of the organization	**15b**		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

BRUCE HILLEGEIST (281)351-7222, PO BOX 516, TOMBALL, TX 77377

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BRUCE HILLEGEIST PRESIDENT	50.00			X				125,244	0	0
(2) KIM LAURENCE SALSER DIRECTOR	2.00	X						0	0	0
(3) SCOTT MARQUARDT DIRECTOR	2.00	X						0	0	0
(4) URIAH ORTIZ DIRECTOR	2.00	X						0	0	0
(5) DR MARTHA SALAZAR-ZAMORA DIRECTOR	2.00	X						0	0	0
(6) KEITH BARBER DIRECTOR	2.00	X						0	0	0
(7) AL HERRARA DIRECTOR	2.00	X						0	0	0
(8) DAWNA DYSON DIRECTOR	2.00	X						0	0	0
(9) KYLE BERTRAND DIRECTOR	2.00	X						0	0	0
(10) MIKELYN CORKRAN DIRECTOR	2.00	X						0	0	0
(11) RAYMOND FRANCOIS DIRECTOR	2.00	X						0	0	0
(12) JANNA HOGLUND DIRECTOR	2.00	X						0	0	0
(13) KELLY VIOLETTE EX OFFICIO	2.00	X						0	0	0
(14) DYANNA MCCOY EX OFFICIO	2.00	X						0	0	0

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Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) ALLISON MUNDY DIRECTOR	2.00	X						0	0	0
(16) ROB MARMERSTEIN DIRECTOR	2.00	X						0	0	0
(17) CURTIS MORRIS DIRECTOR	2.00	X						0	0	0
(18) LANDON REED DIRECTOR	2.00	X						0	0	0
(19) RENEE LESLIE DIRECTOR	2.00	X						0	0	0
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								125,244	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **1**

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual* . . .	3	X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual* . . .	4	X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person* . . .	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	35,000			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	65,008			
	g	Noncash contributions included in lines 1a-1f	1g	$ 29,008			
	h	**Total.** Add lines 1a-1f			100,008		
			Business Code				
Program Service Revenue	2a	MEMBERSHIP DUES	900099	400,278	400,278		
	b	BANQUET	722320	40,016	40,016		
	c	GOLF CLASSIC	713990	59,601	59,601		
	d	FIRST FRIDAY	722210	41,857	41,857		
	e	TOMBALL PAGEANT	711300	33,470	33,470		
	f	All other program service revenue	900099	142,621	142,621		
	g	**Total.** Add lines 2a-2f		717,843			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		12,619	12,619		
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties		22,433	22,433		
			(i) Real	(ii) Personal			
	6a	Gross rents 6a		77,010			
	b	Less: rental expenses 6b					
	c	Rental income or (loss) 6c		77,010			
	d	Net rental income or (loss)		77,010	77,010		
			(i) Securities	(ii) Other			
	7a	Gross amount from sales of assets other than inventory 7a					
	b	Less: cost or other basis and sales expenses 7b					
	c	Gain or (loss) 7c					
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18 8a					
	b	Less: direct expenses 8b					
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19 9a					
	b	Less: direct expenses 9b					
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances 10a					
	b	Less: cost of goods sold 10b					
	c	Net income or (loss) from sales of inventory					
			Business Code				
Miscellaneous Revenue	11a	OTHER REVENUE	511140	2,553	2,553		
	b						
	c						
	d	All other revenue					
	e	**Total.** Add lines 11a-11d		2,553			
	12	**Total revenue.** See instructions		932,466	832,458	0	

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	125,244	125,244		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	183,692	183,692		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	37,277	37,277		
10 Payroll taxes	25,750	25,750		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	21,886	21,886		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	21,067	21,067		
12 Advertising and promotion	26,923	26,923		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	38,464	38,464		
17 Travel	720	720		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	6,433	6,433		
20 Interest	10,164	10,164		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	20,163	20,163		
23 Insurance	2,342	2,342		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a EQUIPMENT RENTAL AND MAINT	22,914	22,914		
b TELEPHONE	7,015	7,015		
c BANK AND MERCHANT FEES	13,534	13,534		
d SUPPLIES	5,693	5,693		
e All other expenses	266,164	266,164		
25 **Total functional expenses.** Add lines 1 through 24e	835,445	835,445	0	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	48,885	1	51,993
	2	Savings and temporary cash investments	539,203	2	481,817
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	10,098	9	10,291
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 1,307,212			
	b	Less: accumulated depreciation — 10b: 482,208	855,120	10c	825,004
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	1,453,306	16	1,369,105
Liabilities	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties	527,582	23	381,707
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	36,443	25	39,405
	26	**Total liabilities.** Add lines 17 through 25	564,025	26	421,112
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☐ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ☒ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds	889,281	31	947,993
	32	Total net assets or fund balances	889,281	32	947,993
	33	Total liabilities and net assets/fund balances	1,453,306	33	1,369,105

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	932,466
2	Total expenses (must equal Part IX, column (A), line 25)	2	835,445
3	Revenue less expenses. Subtract line 2 from line 1	3	97,021
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	889,281
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	(38,309)
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	947,993

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X	
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c	X	
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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Form **990-T**

Exempt Organization Business Income Tax Return (and proxy tax under section 6033(e))

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

For calendar year 2023 or other tax year beginning _____, 2023, and ending _____, 20 ____

Go to *www.irs.gov/Form990T* for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for 501(c)(3) Organizations Only

A ☐ Check box if address changed.

B Exempt under section
☒ 501(**c**) (**6**)
☐ 408(e) ☐ 220(e)
☐ 408A ☐ 530(a)
☐ 529(a) ☐ 529A

Print or Type

Name of organization (☐ Check box if name changed and see instructions.)
GREATER TOMBALL AREA CHAMBER OF COMMERCE

Number, street, and room or suite no. If a P.O. box, see instructions.
PO BOX 516

City or town, state or province, country, and ZIP or foreign postal code
TOMBALL, TX 77377

C Book value of all assets at end of year **1,369,105**

D Employer identification number
[redacted]

E Group exemption number (see instructions)

F ☐ Check box if an amended return.

G Check organization type ☒ 501(c) corporation ☐ 501(c) trust ☐ 401(a) trust ☐ Other trust ☐ State college/university
☐ 6417 (d)(1)(A) Applicable entity

H Check if filing only to claim ☐ Credit from Form 8941 ☐ Refund shown on Form 2439 ☐ Elective payment amount from Form 3800

I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation . . . . . ☐

J Enter the number of attached Schedules A (Form 990-T) **1**

K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? . . . . . ☐ **Yes** ☒ **No**
If "Yes," enter the name and identifying number of the parent corporation

L The books are in care of **BRUCE HILLEGEIST PO BOX 516 TOMBALL TX 77377** Telephone number **(281)351-7222**

Part I Total Unrelated Business Taxable Income

1	Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions)	1	30,297
2	Reserved	2	
3	Add lines 1 and 2	3	30,297
4	Charitable contributions (see instructions for limitation rules)	4	
5	Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5	30,297
6	Deduction for net operating loss. See instructions	6	
7	Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7	30,297
8	Specific deduction (generally $1,000, but see instructions for exceptions)	8	1,000
9	**Trusts.** Section 199A deduction. See instructions	9	
10	**Total deductions.** Add lines 8 and 9	10	1,000
11	**Unrelated business taxable income.** Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11	29,297

Part II Tax Computation

1	**Organizations taxable as corporations.** Multiply Part I, line 11 by 21% (0.21)	1	6,152
2	**Trusts taxable at trust rates.** See instructions for tax computation. Income tax on the amount on Part I, line 11 from: ☐ Tax rate schedule or ☐ Schedule D (Form 1041)	2	
3	**Proxy tax.** See instructions	3	
4	Other tax amounts. See instructions	4	
5	Alternative minimum tax	5	
6	**Tax on noncompliant facility income.** See instructions	6	
7	**Total.** Add lines 3 through 6 to line 1 or 2, whichever applies	7	6,152

Part III Tax and Payments

1a	Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a			
b	Other credits (see instructions)	1b			
c	General business credit. Attach Form 3800 (see instructions)	1c			
d	Credit for prior year minimum tax (attach Form 8801 or 8827)	1d			
e	**Total credits.** Add lines 1a through 1d			1e	
2	Subtract line 1e from Part II, line 7			2	6,152
3a	Amount due from Form 4255	3a			
b	Amount due from Form 8611	3b			
c	Amount due from Form 8697	3c			
d	Amount due from Form 8866	3d			
e	Other amounts due (see instructions)	3e			
f	Total amounts due. Add lines 3a through 3e			3f	
4	**Total tax.** Add lines 2 and 3 (see instructions). ☐ Check if includes tax previously deferred under section 1294. Enter tax amount here			4	6,152
5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)			5	

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For Paperwork Reduction Act Notice, see instructions.
EEA

Form 990-T (2023)

Part III Tax and Payments *(continued)*

6a	Payments: Preceding year's overpayment credited to the current year	6a			
b	Current year's estimated tax payments. Check if section 643(g) election applies ☐	6b			
c	Tax deposited with Form 8868	6c	7,600		
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d			
e	Backup withholding (see instructions)	6e			
f	Credit for small employer health insurance premiums (attach Form 8941)	6f			
g	Elective payment election amount from Form 3800	6g			
h	Payment from Form 2439	6h			
i	Credit from Form 4136	6i			
j	Other (see instructions)	6j			
7	**Total payments.** Add lines 6a through 6J			7	7,600
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached ☐			8	
9	**Tax due.** If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed			9	
10	**Overpayment.** If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid			10	1,448
11	Enter the amount of line 10 you want: **Credited to 2024 estimated tax** 1,448 **Refunded**			11	

Part IV Statements Regarding Certain Activities and Other Information (see instructions)

		Yes	No
1	At any time during the 2023 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here		X
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
3	Enter the amount of tax-exempt interest received or accrued during the tax year $		
4	Enter available pre-2018 NOL carryovers here $. Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter the Business Activity Code and available post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		

Business Activity Code	Available post-2017 NOL carryover
	$
	$
	$
	$

6a	Reserved for future use		
b	Reserved for future use		

Part V Supplemental Information

Provide any additional information. See instructions.

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Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	Title
		PRESIDENT

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name	PE CPA PLLC	Firm's EIN	[redacted]
Firm's address	32938 TAMINA ROAD STE 202 MAGNOLIA TX 77354	Phone no.	281-826-4272

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or Form 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(**6**) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A N/A	$ 38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	N/A N/A	$ 63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	N/A N/A	$ 6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	N/A N/A	$ 49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	N/A N/A	$ 29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	N/A N/A	$ 12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	N/A N/A	$ 28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	N/A N/A	$ 13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	N/A N/A	$ 7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	N/A N/A	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	N/A N/A	$ 7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	N/A N/A	$ 8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c, acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange program
- **e** ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . ☐ **Yes** ☐ **No**

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	**1c**	
d Additions during the year	**1d**	
e Distributions during the year	**1e**	
f Ending balance	**1f**	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII . . . ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment _____ %
- **b** Permanent endowment _____ %
- **c** Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	**3a(i)**		
(ii) Related organizations?	**3a(ii)**		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	**3b**		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	58,000	87,000		145,000
b Buildings	354,018	531,026	327,804	557,240
c Leasehold improvements	4,245	211,594	94,119	121,720
d Equipment		31,839	30,795	1,044
e Other STMD1E	11,500	17,990	29,490	
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B)*				825,004

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col.(B))*		

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15 col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LAST MONTH RENT	4,150
(3) SECURITY DEPOSIT	4,150
(4) SCHOLARSHIPS	31,105
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25 col. (B))*	39,405

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	**2a**			
b	Donated services and use of facilities	**2b**			
c	Recoveries of prior year grants	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			**5**	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	**2a**			
b	Prior year adjustments	**2b**			
c	Other losses	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			**5**	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- **a** ☐ Mail solicitations
- **b** ☐ Internet and email solicitations
- **c** ☐ Phone solicitations
- **d** ☐ In-person solicitations
- **e** ☐ Solicitation of non-government grants
- **f** ☐ Solicitation of government grants
- **g** ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	**(ii)** Activity	**(iii)** Did fundraiser have custody or control of contributions?		**(iv)** Gross receipts from activity	**(v)** Amount paid to (or retained by) fundraiser listed in col. **(i)**	**(vi)** Amount paid to (or retained by) organization
			Yes	**No**			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts				
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)				
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d)				
	11 Net income summary. Subtract line 10 from line 3, column (d)				

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ **Yes** ☐ **No**

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ **Yes** ☐ **No**

b If "Yes," explain: _____

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SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (**REPAIRS AND MAI**)	X		6,600	
26	Other (**DUES AND SUBSCR**)	X		225	
27	Other (**MEMBERSHIP MISC**)	X		463	
28	Other (**ADVERTISING**)	X		21,720	

29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement	29	

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

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SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2023 Open to Public Inspection

Name of the organization: **GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC**

Employer identification number: **74-1495125**

01. Officer, directors, etc. family relationship (Part VI, line 2)

INSURANCE IS PROVIDED TO BOARD MEMBER(S) BY OTHER BOARD MEMBERS

02. Form 990 governing body review (Part VI, line 11)

THE ORGANIZATION'S PROCESS IS TO HAVE FORM 990 REVIEWED BY THE ENTIRE BOARD OF DIRECTORS.

03. Conflict of interest policy compliance (Part VI, line 12c)

OFFICERS AND DIRECTORS ARE REQUIRED TO ANNUALY SIGN A FORM THAT DISCLOSES ANY POTENTIAL CONFLICTS OF INTEREST.

04. CEO, executive director, top management comp (Part VI, line 15a)

COMPENSATION PROCESS FOR TOP OFFICIAL, WHICH IS THE CHAMBER PRESIDENT, IS APPROVED BY THE BOARD OF DIRECTORS AS A PART OF THE BUDGET PROCESS

05. Governing documents, etc, available to public (Part VI, line 19)

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICTS OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST.

06. Explanation of other changes in net assets or fund balances (Part XI, line 9)

ADJ TO BRING RETURN INLINE WITH CASH BOOKS

07. List of other expenses (Part IX, line 24e)

COLLECTION EXPENSES, HEALTH COMMITTEE, FIRST FRIDAY, NETWORKING BREAKFAST, WOMENS COMMITTEE, DUES AND SUBSCRIPTIONS, EMPLOYEE DEVELOPMENT, POSTAGE, INCOME TAX, TOMBALL LEADERSHIP DAY, BANQUET, GOLF CLASSIC, TOMBALL NIGHT, HOLIDAY PARADE, MISS TOMBALL

Client Copy

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

PAGEANT, SCHOLARSHIP EXPENSES.

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Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990 - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	578

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	18,940
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	19,518
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Client Copy

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990T - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	9,953

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	9,953
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Client Copy

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

2023

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

Name of filer	EIN or SSN
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☐	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	
2a	**Form 990-EZ** check here	☐	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	☐	b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☒	b	**Total tax** (Form 990-T, Part III, line 4)	6b	6,152
7a	**Form 4720** check here	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

Client Copy

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

Name of filer	EIN or SSN
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	X	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	932,466
2a	**Form 990-EZ** check here		b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here		b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here		b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here		b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here		b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here		b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here		b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here		b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here		b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

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Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T SCHEDULE A PART V - LINE 3B
OTHER DEDUCTIONS

Statement #13

Form 990-T Schedule A: OFFICE RENTAL
Property: OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

DESCRIPTION	AMOUNT
INTEREST	6,776
INSURANCE	3,186
TAXES	6,318
REPAIRS	6,121
CLEANING	3,842
ELECTRICITY	4,981
TOTAL	31,224

FOR YOUR RECORDS ONLY

PG01

FORM 990 - SCHEDULE D - PART VI - LINE 1E
INVESTMENTS - OTHER

STATEMENT #D1E

DESCRIPTION OF INVESTMENT	COST/BASIS (INVESTMENT)	COST/BASIS (OTHER)	DEPR	BOOK VALUE
BUILDOUT	11,500	0	11,294	206
FURNITURE	0	17,990	18,196	(206)
TOTAL	11,500	17,990	29,490	0

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Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T Schedule A Part V - Dual-use Debt-financed Property Statement **Statement #14**

Form 990-T Schedule A: OFFICE RENTAL

Property Discription	Avg. of Acquisition indebtedness	Percent allocable to debt-financed property	Avg. acquisition debt on debt-financed property	Adjusted basis	Percent Allocable to debt-financed debt-financed property	Adjusted basis allocable to debt-financed property
OFFICE RENTAL	135,916	100.000000%	135,916	154,611	100.000000%	154,611

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

FEIN: 74-1495125

OTHER

Description	Amount
COLLECTION EXPENSES	$ 8,094
CONTRACTOR	66,448
DUES	4,869
EMPLOYEE DEVELOPMENT	12,264
FIRST FRIDAY	37,020
GOLF CLASSIC	19,868
HEALTH COMMITTEE	11,046
HOLIDAY PARADE	25,726
INCOME TAX	10,542
NETWORKING BREAKFAST	1,617
POSTAGE	2,889
TOMBALL NIGHT	10,555
TOMBALL PAGEANT	14,541
WOMENS COMMITTEE	15,748
BANQUET	12,562
TOMBALL PAGEANT SCHOLARSHIPS	10,000
TOMBALL LEADERSHIP DAY	2,375
Total: $	**266,164**

FORM 990-T - SCH E - LN 4 - AVERAGE ACQUISITION DEBT1

Description	Amount
AVERAGE ACQUISITION DEBT	$ 135,916
Total: $	**135,916**

FORM 990-T - SCH E - LN 5 - AVERAGE ADJUSTED BASIS

Description	Amount
AVERAGE BASIS	$ 154,611
Total: $	**154,611**

Client Copy

Estimated Tax Worksheet on Unrelated Business Taxable Income for Tax-Exempt Organizations

(and on Investment Income for Private Foundations)

(This page is not filed with the return. It is for your records only.)

2024

1	Unrelated business taxable income expected in the tax year	1	
2	**Tax on the amount on line 1.** See instructions for tax computation	2	6,152
3	Alternative minimum tax for trusts. See instructions	3	
4	Total. Add lines 2 and 3	4	6,152
5	Estimated tax credits. See instructions	5	
6	Subtract line 5 from line 4	6	6,152
7	Other taxes. See instructions	7	
8	Total. Add lines 6 and 7	8	6,152
9	Credit for federal tax paid on fuels. See instructions	9	
10a	Subtract line 9 from line 8. **Note:** If less than $500, the organization is not required to make estimated tax payments. Private foundations, see instructions — 10a: 6,152		
b	Enter the tax shown on the 2023 return. See instructions. **Caution:** If zero or the tax year was for less than 12 months, skip this line and enter the amount from line 10a on line 10c — 10b: 6,152		
c	**2024 Estimated Tax.** Enter the smaller of line 10a or line 10b. If the organization is required to skip line 10b, enter the amount from line 10a on line 10c	10c	6,152

		(a)	(b)	(c)	(d)
11	**Installment due dates**. See instructions	04-15-2024	06-17-2024	09-16-2024	12-16-2024
12	**Required installments.** Enter 25% of line 10c in columns **(a)** through **(d).** But see instructions if the organization uses the annualized income installment method, the adjusted seasonal installment method, or is a "large organization."	1,538	1,538	1,538	1,538
13	**2023 Overpayment.** See instructions	362	362	362	362
14	**Payment due** (Subtract line 13 from line 12)	1,176	1,176	1,176	1,176

Client Copy

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF TOMBALL 401 MARKET STREET TOMBALL TX 77375	38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	HEALTH FOUNDATION 29201 QUINN RD STE A TOMBALL TX 77375	63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	ENVIROCON TERMITE & PEST, INC 23306 ROBERTS CEMETERY HOCKLEY TX 77447	6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	HCA HOUSTON HEATLHCARE TOMBALL 605 HOLDERRIETH TOMBALL TX 77375	49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	TOMBALL ECONOMIC DEVELOPMENT CORP PO BOX 820 TOMBALL TX 77377	29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	SOUTHCOMM PUBLISHING CO. 7766 EWING BLVD., SUITE 200 FLORENCE KY 41042	12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

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2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	HOUSTON METHODIST WILLOWBROOK HOSPI 18220 SH 249 HOUSTON TX 77070	28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	ALOHA NAILS & SPA 701 E MAIN STE 125B TOMBALL TX 77375	13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	SHELL FEDERAL CREDIT UNION 6232 FM 2920 SPRING TX 77379	7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	MEMORIAL HERMAN THE WOODLANDS 9250 PINECROFT DR SPRING TX 77380	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	COMMUNITY MATTERS INC PO BOX 5900 FRISCO TX 75035	10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	KLEIN FUNERAL HOMES & MEMORIAL PARK 16131 CHAMPION FOREST SPRING TX 77379	7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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For Paperwork Reduction Act Notice, see instructions.
EEA

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	TWFG INSURANCE SERVICES 722 W MAIN TOMBALL TX 77375	8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	RSC RIVERSIDE CONSTRUCTION 210 SPRING CREEK TRAIL SPRING TX 77373	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Depreciation Detail Listing

Program Services

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	COMPUTER & SERVER EQU	10-14-2013	15,503		100.00			15,503	5		0	15,503		15,503	
2	BUILDING - QUINN ROAD	09-30-2008	531,026		100.00			531,026	39	SL MM	2.564	190,968	13,616	204,584	
3	IMPROVEMENTS	10-31-2008	203,369		100.00			203,369	39	SL MM	2.564	76,434	5,214	81,648	
4	A/C UNIT	03-27-2012	4,300		100.00			4,300	39	SL MM	2.564	1,245	110	1,355	
5	LAND	10-31-2008	145,000	145,000	100.00			0	0		0				
9	2017 LAPTOP	12-05-2017	851		100.00			851	5		0	851		851	
10	PHONE SYSTEM	09-04-2001	6,976		100.00			6,976	7		0	6,974		6,974	
11	FURNITURE	11-01-2008	17,990		100.00			17,990	7		0	18,196		18,196	
12	QUINN BLDG IMPROVEMEN	12-01-2012	3,925		100.00			3,925	39		2.564	1,067	101	1,168	
13	2019 PHONE SYSTEM	01-31-2019	6,126		100.00			6,126	3		0	5,207		5,207	
14	2020 COMPUTER	03-15-2020	1,165		100.00			1,165	5	SL HY	20	583	233	816	
15	2022 COMPUTER	09-22-2022	1,219		100.00			1,219	5	SL HY	20	122	244	366	
	Totals		937,450					792,450				317,150	19,518	336,668	

Land Amount
Net Depreciable Cost 937,450

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 19,518

ST ADJ:

Client Copy

* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Depreciation Detail Listing

990 T

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
6	BUILDING (RENTAL PORT	09-30-2008	354,018		100.00			354,018	39	SL MM	2.564	127,310	9,077	136,387	
7	BUILDOUT - TOMBALL RE	12-01-2012	11,500		100.00			11,500	15	SL MQ	6.667	5,235	767	6,002	
8	A/C UNIT (RENTAL)	06-27-2014	4,245		100.00			4,245	39	SL MM	2.564	3,886	109	3,995	
	Totals		369,763					369,763				136,431	9,953	146,384	

Land Amount
Net Depreciable Cost 369,763

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 9,953

ST ADJ:

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Next Year's Depreciation Worksheet

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return: **GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC**

Tax ID Number: **74-1495125**

Form	Multi-Form	Description	Date	Basis	Method	Life	Deduction
PRG	1	COMPUTER & SERVER EQUIPM	10-14-2013	15,503		5	
PRG	1	BUILDING - QUINN ROAD	09-30-2008	531,026	SL MM	39	13,616
PRG	1	IMPROVEMENTS	10-31-2008	203,369	SL MM	39	5,215
PRG	1	A/C UNIT	03-27-2012	4,300	SL MM	39	110
PRG	1	LAND	10-31-2008			0	
T	1	BUILDING (RENTAL PORTION	09-30-2008	354,018	SL MM	39	9,077
T	1	BUILDOUT - TOMBALL REG H	12-01-2012	11,500	SL MQ	15	767
T	1	A/C UNIT (RENTAL)	06-27-2014	4,245	SL MM	39	109
PRG	1	2017 LAPTOP	12-05-2017	851		5	
PRG	1	PHONE SYSTEM	09-04-2001	6,976		7	
PRG	1	FURNITURE	11-01-2008	17,990		7	
PRG	1	QUINN BLDG IMPROVEMENTS	12-01-2012	3,925	SL MM	39	101
PRG	1	2019 PHONE SYSTEM	01-31-2019	6,126		3	
PRG	1	2020 COMPUTER	03-15-2020	1,165	SL HY	5	233
PRG	1	2022 COMPUTER	09-22-2022	1,219	SL HY	5	244
		TOTAL					29,472

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SCHEDULE A (Form 990-T)

Department of the Treasury
Internal Revenue Service

Unrelated Business Taxable Income From an Unrelated Trade or Business

Go to *www.irs.gov/Form990T* for instructions and the latest information.

Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

OMB No. 1545-0047

2023

Open to Public Inspection for 501(c)(3) Organizations Only

A Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

B Employer identification number
74-1495125

C Unrelated business activity code (see instructions) **531190**

D Sequence: **1** of **1**

E Describe the unrelated trade or business **OFFICE RENTAL**

Part I	**Unrelated Trade or Business Income**		(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales				
b	Less returns and allowances **c** Balance	1c			
2	Cost of goods sold (Part III, line 8)	2			
3	Gross profit. Subtract line 2 from line 1c	3			
4a	Capital gain net income (attach Schedule D (Form 1041 or Form 1120)). See instructions	4a			
b	Net gain (loss) (Form 4797) (attach Form 4797). See instructions	4b			
c	Capital loss deduction for trusts	4c			
5	Income (loss) from a partnership or an S corporation (attach statement)	5			
6	Rent income (Part IV)	6			
7	Unrelated debt-financed income (Part V)	7	67,698	27,448	40,250
8	Interest, annuities, royalties, and rents from a controlled organization (Part VI)	8			
9	Investment income of section 501(c)(7), (9), or (17) organizations (Part VII)	9			
10	Exploited exempt activity income (Part VIII)	10			
11	Advertising income (Part IX)	11			
12	Other income (see instructions; attach statement)	12			
13	**Total.** Combine lines 3 through 12	13	67,698	27,448	40,250

Part II	**Deductions Not Taken Elsewhere.** See instructions for limitations on deductions. Deductions must be directly connected with the unrelated business income.				
1	Compensation of officers, directors, and trustees (Part X)			1	
2	Salaries and wages			2	
3	Repairs and maintenance			3	
4	Bad debts			4	
5	Interest (attach statement). See instructions			5	
6	Taxes and licenses			6	
7	Depreciation (attach Form 4562). See instructions	7	9,953		
8	Less depreciation claimed in Part III and elsewhere on return	8a		8b	9,953
9	Depletion			9	
10	Contributions to deferred compensation plans			10	
11	Employee benefit programs			11	
12	Excess exempt expenses (Part VIII)			12	
13	Excess readership costs (Part IX)			13	
14	Other deductions (attach statement)			14	
15	**Total deductions.** Add lines 1 through 14			15	9,953
16	Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C)			16	30,297
17	Deduction for net operating loss. See instructions			17	
18	**Unrelated business taxable income.** Subtract line 17 from line 16			18	30,297

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Part III Cost of Goods Sold

Enter method of inventory valuation

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and in Part I, line 2	8	
9	Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization?	☐ Yes	☐ No

Part IV Rent Income (From Real Property and Personal Property Leased with Real Property)

1 Description of property (property street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Rent received or accrued				
a	From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)				
b	From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)				
c	Total rents received or accrued by property. Add lines 2a and 2b, columns A through D				

3 Total rents received or accrued. Add line 2c, columns A through D. Enter here and on Part I, line 6, column (A)

		A	B	C	D
4	Deductions directly connected with the income in lines 2a and 2b (attach statement)				

5 **Total deductions.** Add line 4, columns A through D. Enter here and on Part I, line 6, column (B)

Part V Unrelated Debt-Financed Income (see instructions)

1 Description of debt-financed property (street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Gross income from or allocable to debt-financed property	77,010			
3	Deductions directly connected with or allocable to debt-financed property				
a	Straight line depreciation (attach statement)				
b	Other deductions (attach statement) Statement #13	31,224			
c	Total deductions (add lines 3a and 3b, columns A through D)	31,224			
4	Amount of average acquisition debt on or allocable to debt-financed property (attach statement) Statement #14	135,916			
5	Average adjusted basis of or allocable to debt-financed property (attach statement) Statement #14	154,611			
6	Divide line 4 by line 5	87.90800 %	%	%	%
7	Gross income reportable. Multiply line 2 by line 6	67,698			

8 **Total gross income** (add line 7, columns A through D). Enter here and on Part I, line 7, column (A) 67,698

9	Allocable deductions. Multiply line 3c by line 6	27,448			

10 **Total allocable deductions.** Add line 9, columns A through D. Enter here and on Part I, line 7, column (B) 27,448

11 **Total dividends - received deductions** included in line 10

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Part VI Interest, Annuities, Royalties, and Rents from Controlled Organizations (see instructions)

1. Name of controlled organization	2. Employer identification number	Exempt Controlled Organizations: 3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1)					
(2)					
(3)					
(4)					

Nonexempt Controlled Organizations

7. Taxable income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10
(1)				
(2)				
(3)				
(4)				
			Add columns 5 and 10. Enter here and on Part I, line 8, column (A).	Add columns 6 and 11. Enter here and on Part I, line 8, column (B).
Totals				

Part VII Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach statement)	4. Set-asides (attach statement)	5. Total deductions and set-asides (add columns 3 and 4)
(1)				
(2)				
(3)				
(4)				
	Add amounts in column 2. Enter here and on Part I, line 9, column (A).			Add amounts in column 5. Enter here and on Part I, line 9, column (B).
Totals				

Part VIII Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1	Description of exploited activity:		
2	Gross unrelated business income from trade or business. Enter here and on Part I, line 10, column (A)	2	
3	Expenses directly connected with production of unrelated business income. Enter here and on Part I, line 10, column (B)	3	
4	Net income (loss) from unrelated trade or business. Subtract line 3 from line 2. If a gain, complete lines 5 through 7	4	
5	Gross income from activity that is not unrelated business income	5	
6	Expenses attributable to income entered on line 5	6	
7	Excess exempt expenses. Subtract line 5 from line 6, but do not enter more than the amount on line 4. Enter here and on Part II, line 12	7	

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Part IX Advertising Income

1 Name(s) of periodical(s). Check box if reporting two or more periodicals on a consolidated basis.

A ☐ _____

B ☐ _____

C ☐ _____

D ☐ _____

Enter amounts for each periodical listed above in the corresponding column.

		A	B	C	D
2	Gross advertising income				
a	Add columns A through D. Enter here and on Part I, line 11, column (A)				
3	Direct advertising costs by periodical				
a	Add columns A through D. Enter here and on Part I, line 11, column (B)				
4	Advertising gain (loss). Subtract line 3 from line 2. For any column in line 4 showing a gain, complete lines 5 through 8. For any column in line 4 showing a loss or zero, do not complete lines 5 through 7, and enter -0- on line 8				
5	Readership costs				
6	Circulation income				
7	Excess readership costs. If line 6 is less than line 5, subtract line 6 from line 5. If line 5 is less than line 6, enter -0-				
8	Excess readership costs allowed as a deduction. For each column showing a gain on line 4, enter the lesser of line 4 or line 7				
a	Add line 8, columns A through D. Enter the greater of the line 8a columns total or -0- here and on Part II, line 13				

Part X Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	**2.** Title	**3.** Percentage of time devoted to business	**4.** Compensation attributable to unrelated business
(1)		%	
(2)		%	
(3)		%	
(4)		%	
Total. Enter here and on Part II, line 1			

Part XI Supplemental Information (see instructions)

Client Copy

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Tomball Night.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Tomball Night.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $15,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: Greater Tomball Area Chamber of Commerce

Street Address: 29201 Quinn Road, Ste. B

City: Tomball State: TX Zip Code: 77375

Contact Name: Brandy Beyer

Role with Organization/Business: Vice President

Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business ☐ Private/For Profit ■ Non-Profit

Purpose of Organization/Business:

The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Section II: Event/Program Information

Event/Program Name: Tomball Night

Date(s) of Event/Program: August 7, 2026

Location of Event/Program (Provide the address or a general location):

Main Street and Market Street

Website for Event/Program: www.tomballchamber.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

This will be the 54th annual Tomball Night.

Provide a detailed description of the event/program.

community festival with over 90 vendors downtown, Parade of Lights and fireworks

Estimated Local Attendees at Event/Program: 7,000

Estimated Out of Town Attendees at Event/Program: 3,000

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 15,000
Total operating budget for event/program.	$ 46,950
Percent of event/program to be funded by grant.	32 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$ 5,000

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

advertising, portapotties, equipment rentals and fireworks

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [x] Radio
- [ ] Television
- [ ] Brochures
- [x] Social Media
- [x] Newspaper
- [x] Online/Digital Ads
- [x] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

This event draws crowds from all around - as part of our larger mission, we always encourage participants and attendees tostay in the area and discover Tomball. We request that local business owners promote the evening and themselves as to keep money local as well as encourage event patrons to shop all weekend with businesses having weekend sales.

How will you measure the impact of your event on local overnight accommodations?

Many vendors/entries for Tomball Night and Parade of Lights come from out of town and will choose to stay in Tomball following the long evening event, and for the weekend to enjoy their visit to Tomball. Attendees choose to make a long weekend that starts with Tomball Night, as a getaway prior to the start of the school year.

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☐ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☑ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☐ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: Brandy Beyer Digitally signed by Brandy Beyer Date: 2025.07.08 16:36:10 -05'00'

Applicant Printed Name: Brandy Beyer

Date of Application: 7/8/2025

2026 Tomball Night Budget

Port-o-Pottie	2,000.00
Fireworks	5,500.00
Shopper CASH	1,000.00
Advertising	5,000.00
Supplies	700.00
Debriefing Meeting	250.00
Rentals	2,500.00
Personnel	30,000.00

Total Expenses:	46,950.00
Grant Request:	15,000.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Ordinary Income/Expense													
Income													
Income													
Rent Income	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	74,592.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00	1,000.00		1,500.00	3,000.00	4,000.00	1,000.00	3,000.00	2,000.00	3,000.00			20,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	450.00	450.00	500.00	500.00	5,100.00
Women's Committee	0.00	1,000.00	1,500.00	1,500.00	1,000.00	1,000.00	0.00	0.00	13,000.00	0.00	0.00	1,000.00	20,000.00
Interest Income	2,500.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	13,100.00
Membership Dues													
New	10,000.00	10,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	10,000.00	10,000.00	10,000.00	10,000.00	5,000.00	100,000.00
Allowance Non-Renewal	-6,227.83	-7,412.58	-3,473.08	-4,129.33	-2,466.83	-3,250.08	-3,133.58	-3,578.08	-4,010.33	-4,900.58	-3,271.83	-2,961.58	-48,815.75
Renewal	62,278.33	74,125.83	34,730.83	41,293.33	24,668.33	32,500.83	31,335.83	35,780.83	40,103.33	49,005.83	32,718.33	29,615.83	488,157.46
Total Membership Dues	66,050.50	76,713.25	38,257.75	44,164.00	29,201.50	36,250.75	35,202.25	42,202.75	46,093.00	54,105.25	39,446.50	31,654.25	539,341.71
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website		400.00		1,000.00	15,000.00		500.00	6,000.00		4,000.00	1,100.00		28,000.00
Total Publications	0.00	400.00	0.00	1,000.00	15,000.00	0.00	500.00	6,000.00	0.00	4,000.00	1,100.00	0.00	28,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00	5,000.00		5,000.00							40,000.00
Family Reunion					5,000.00								
Tomball Night						10,000.00	22,000.00	5,000.00					37,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									2,000.00	15,000.00	13,000.00		30,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	5,000.00	5,000.00	30,000.00	22,000.00	5,000.00	5,000.00	30,000.00	25,000.00	0.00	187,000.00
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Gross Profit	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Expense													
Building Expense													
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	12,660.00
Building Interest	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	17,700.00
Reimbursed by tenants	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-20,736.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	30,504.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Accounting Expense	4,000.00	7,500.00	4,000.00			2,500.00							18,000.00
Advertising							2,000.00	3,000.00		1,000.00	4,000.00		10,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,500.00			1,500.00			5,000.00	2,000.00	4,000.00			14,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	200.00	200.00	200.00	100.00	150.00	200.00	100.00	100.00	200.00	200.00	150.00	200.00	2,000.00
Women's Committee		500.00	500.00	500.00	500.00	1,000.00	0.00	0.00	2,000.00	0.00	0.00	10,500.00	15,500.00
Young Professionals	200.00			200.00			200.00			200.00			800.00
Bank Fees	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	16,200.00
Board of Directors	500.00								3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,150.00				500.00			750.00				1,112.00	3,512.00
Employee Expense													
SUTA	1,700.00	600.00											2,300.00
Development	600.00	1,600.00		3,000.00	0.00	4,000.00	3,000.00	1,000.00	300.00	1,500.00			15,000.00
FUTA	140.00	30.00											170.00
Group Insurance	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	4,000.00	4,000.00	4,000.00	4,000.00	43,600.00
Cell Phone Allowance	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Payroll Services	550.00	600.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,650.00
Payroll Taxes	2,080.00	2,100.00	2,100.00	2,080.00	2,080.00	2,080.00	2,080.00	2,100.00	2,080.00	2,080.00	2,150.00	3,200.00	26,210.00
Salaries													
TACC	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	36,166.25	441,195.00
Bonus												18,265.00	18,265.00
Total Salaries	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	54,431.25	459,460.00
Total Employee Expense	45,106.25	46,516.25	42,686.25	47,216.25	42,666.25	46,666.25	45,666.25	45,236.25	43,516.25	44,716.25	45,836.25	62,601.25	558,430.00
Insurance													
Worker's Compensation	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	570.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	8,552.04
Total Insurance	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	10,884.96
Membership/Misc. Expense	10,000.00	5,000.00	2,500.00	2,000.00	800.00	500.00	1,000.00	1,000.00	500.00	600.00	800.00	4,000.00	28,700.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	400.00	400.00	1,000.00	400.00	400.00	1,500.00	400.00	400.00	400.00	400.00	400.00	400.00	6,500.00
Copier Lease	600.00	800.00	800.00	700.00	700.00	700.00	500.00	600.00	400.00	800.00	800.00	600.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	7,250.00	1,200.00	2,400.00	1,100.00	1,100.00	2,800.00	900.00	1,000.00	1,400.00	1,200.00	1,200.00	1,600.00	23,150.00
Office Supplies	700.00	5,000.00	500.00	700.00	500.00	500.00	600.00	800.00	250.00	500.00	250.00	200.00	10,500.00
Postage & Delivery	500.00	0.00	1,000.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00	0.00	0.00	2,500.00
Property Tax Expense	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	17,469.00
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	[illegible]04

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Rent	145.00	145.00	145.00	145.00	145.00	145.00	160.00	160.00	160.00	160.00	160.00	160.00	1,830.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic			1,000.00	18,000.00									19,000.00
Family Reunion					5,000.00								
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											13,000.00		13,000.00
Pageant - Other											5,000.00	2,000.00	7,000.00
Total Miss Tomball										0.00	18,000.00	2,000.00	20,000.00
Total Special Events	0.00	12,000.00	2,000.00	18,000.00	5,000.00	0.00	1,000.00	11,000.00	1,000.00	1,000.00	39,000.00	3,000.00	93,000.00
Telephone Expenses	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	84,279.50	94,589.50	70,459.50	84,489.50	67,389.50	68,839.50	66,654.50	83,074.50	68,554.50	78,304.50	106,224.50	113,901.50	986,761.00
Net Ordinary Income	9,107.00	28,059.75	2,834.25	-15,489.50	-1,152.00	15,447.25	6,883.75	-13,835.75	56,124.50	28,686.75	-27,542.00	-68,111.25	21,012.71
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	21,756.00
Net Income	**3,544.00**	**22,496.75**	**-2,728.75**	**-21,052.50**	**-6,715.00**	**9,884.25**	**1,320.75**	**-19,398.75**	**50,561.50**	**23,123.75**	**-33,105.00**	**-73,674.25**	**-45,743.29**

Greater Tomball Area Chamber of Commerce

Independent Auditors' Report and Financial Statements
for the Year Ended December 31, 2024 (Audited)
(with comparative totals for 2023 - Reviewed)

Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

Tipton & Company LLC
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Houston, TX 77070
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2024, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

The 2023 financial statements were reviewed by us and our report thereon, dated March 4, 2024, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2025

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

As of December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Assets		
Cash and cash equivalents	**$ 132,986**	$ 223,989
Certificate of deposit	**320,289**	309,821
Accounts receivable, net	**64,847**	44,907
Prepaid expenses	**10,677**	10,291
Property and equipment, net	**796,220**	825,005
Total Assets	**$ 1,325,019**	$ 1,414,013
Liabilities and Net Assets		
Liabilities		
Accrued expenses	**$ 30,248**	$ 31,031
Deferred revenues	**192,315**	192,315
Note payable	**240,362**	381,706
Deposits	**4,150**	8,300
Total Liabilities	**467,075**	613,352
Net Assets		
Without donor restrictions	**857,944**	800,661
Total Net Assets	**857,944**	800,661
Total Liabilities and Net Assets	**$ 1,325,019**	$ 1,414,013

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Activities

Year ended December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Without Donor Restrictions		
Revenue and Support		
Membership dues	**$ 513,014**	$ 483,928
Special events revenue	**208,974**	204,015
Direct benefit to donor	**(26,578)**	(22,952)
Capital improvement campaign	**30,000**	36,000
First Friday luncheon	**33,225**	42,420
Networking Breakfast	**5,245**	5,375
Women's Committee	**15,712**	26,350
City of Tomball hotel tax revenue	**45,000**	35,000
Rental income	**66,285**	64,624
Tenent reimbursements	**15,086**	12,386
Ads and ad commission	**18,334**	25,400
Contributed nonfinancial assets	**9,470**	29,008
Interest and investment income	**12,494**	12,619
Other income	**49,187**	16,733
Total Revenue and Support	**995,448**	970,906
Expenses		
Program Services		
Business resources	**339,930**	325,812
Advocacy	**335,393**	328,349
Total Program Services	**675,323**	654,161
Supporting Services		
General and administrative	**123,028**	127,020
Fundraising	**139,814**	137,210
Total Supporting Services	**262,842**	264,230
Total Expenses	**938,165**	918,391
Change in Net Assets	**57,283**	52,515
Net Assets, Beginning of Year	**800,661**	748,146
Net Assets, End of Year	**$ 857,944**	$ 800,661

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Functional Expenses

Year ended December 31, *(with comparative totals for 2023)*	Program Services			Supporting Services			**Audited**	Reviewed
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services	**2024 Total**	2023 Total
Payroll and related expenses								
Salaries	$ 138,831	$ 138,831	$ 277,662	$ 34,708	$ 34,708	$ 69,416	**$ 347,078**	$ 312,048
Payroll taxes	11,473	11,473	22,946	2,868	2,868	5,736	**28,682**	26,044
Employee benefits	16,974	16,974	33,948	4,244	4,244	8,488	**42,436**	37,278
Total payroll and related expenses	167,278	167,278	334,556	41,820	41,820	83,640	**418,196**	375,370
Other expenses								
Advertising	1,194	1,194	2,388	1,194	8,355	9,549	**11,937**	26,922
Bad debt	19,043	19,043	38,086	19,043	19,042	38,085	**76,171**	69,471
Bank fees	1,457	1,457	2,914	5,829	5,829	11,658	**14,572**	13,532
Board expenses	-	-	-	8,824	-	8,824	**8,824**	6,305
Computer maintenance	2,638	2,638	5,276	659	659	1,318	**6,594**	4,642
Contract labor	22,596	22,596	45,192	5,649	5,649	11,298	**56,490**	66,448
Depreciation	11,514	11,514	23,028	2,878	2,879	5,757	**28,785**	30,115
Dues and subscriptions	1,454	1,454	2,908	364	364	728	**3,636**	4,870
Employee development	6,606	6,606	13,212	1,651	1,651	3,302	**16,514**	12,264
Equipment lease	4,480	4,480	8,960	1,120	1,120	2,240	**11,200**	12,212
First Friday	33,831	-	33,831	-	-	-	**33,831**	37,020
Health committee	13,281	-	13,281	-	-	-	**13,281**	11,046
Insurance	4,200	4,200	8,400	1,050	1,050	2,100	**10,500**	10,306
Interest	8,536	8,536	17,072	2,134	2,133	4,267	**21,339**	16,940
Miscellaneous	6,321	7,460	13,781	5,595	-	5,595	**19,376**	21,062
Networking breakfast	2,580	-	2,580	-	-	-	**2,580**	1,617
Office supplies	2,222	2,222	4,444	556	556	1,112	**5,556**	5,692
Payroll service	2,581	2,581	5,162	645	645	1,290	**6,452**	5,880
Postage and delivery	572	286	858	286	763	1,049	**1,907**	2,888
Professional fees	-	-	-	10,100	-	10,100	**10,100**	16,005
Rent	665	665	1,330	166	166	332	**1,662**	1,482
Repairs and maintenance	7,191	7,191	14,382	1,798	1,798	3,596	**17,978**	25,194
Software	2,291	2,291	4,582	572	572	1,144	**5,726**	5,986
Special events	2,514	36,626	39,140	-	67,620	67,620	**106,760**	95,802
Taxes - income	-	-	-	6,613	-	6,613	**6,613**	10,542
Taxes - property	6,988	6,988	13,976	1,747	1,746	3,493	**17,469**	15,796
Telephone	2,787	2,787	5,574	697	697	1,394	**6,968**	7,014
Travel and entertainment	-	-	-	760	-	760	**760**	720
Utilities	5,110	5,110	10,220	1,278	1,278	2,556	**12,776**	12,452
Womens Committee	-	10,190	10,190	-	-	-	**10,190**	15,748
Total other expenses	172,652	168,115	340,767	81,208	124,572	205,780	**546,547**	565,973
Subtotal	339,930	335,393	675,323	123,028	166,392	289,420	**964,743**	941,343
Less: Direct benefit to donor	-	-	-	-	(26,578)	(26,578)	**(26,578)**	(22,952)
Total Expenses	$ 339,930	$ 335,393	$ 675,323	$ 123,028	$ 139,814	$ 262,842	**$ 938,165**	$ 918,391

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

Year Ended December 31, *(with comparative totals for 2023)*		**Audited 2024**		Reviewed 2023
Cash Flows From Operating Activities				
Change in net assets	**$**	**57,283**	$	52,515
Adjustments to reconcile change in net assets to net change in operating activities:				
Unrealized (gain)/loss on certificate of deposit		**289,530**		(9,821)
Depreciation		**28,785**		30,115
Bad debt expense		**76,171**		69,471
Changes in assets and liabilities:				
Accounts receivable		**(96,111)**		(79,129)
Prepaid expenses		**(386)**		(193)
Accrued expenses		**(783)**		2,302
Deferred revenues		**-**		16,517
Other Liabilities		**(4,150)**		-
Total Adjustments		**293,056**		29,262
Net Change in Operating Activities		**350,339**		81,777
Cash Flows From Investing Activities				
Purchases of certificate of deposit		**(300,000)**		(300,000)
Purchases of property and equipment		**-**		-
Net Change in Investing Activities		**(300,000)**		(300,000)
Cash Flows From Financing Activities				
Payments on note payable		**(141,345)**		(145,876)
Net Change in Financing Activities		**(141,345)**		(145,876)
Net Change in Cash and Cash Equivalents		**(91,006)**		**(364,099)**
Cash and Cash Equivalents, beginning of year		**223,989**		588,088
Cash and Cash Equivalents, end of year	**$**	**132,983**	$	223,989
Supplemental Disclosures:				
Interest paid	**$**	**21,339**	$	16,940
Federal income taxes paid	**$**	**6,613**	$	10,542

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the "Chamber") is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber's mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber's diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber's programs that will allow relationships to be formed and sustained through a variety of networking events.

- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber's members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are

released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit, bearing interest at 3.00%, maturing January 2025 with an early withdrawal penalty of 360 days of interest. It was renewed again in January 2025 with the same interest rate, maturing January 2026. The total balance of the certificate of deposit at December 31, 2024 and 2023 is $320,289 and $309,821, respectively.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2024 and 2023, the allowance for bad debts was $7,021 in both years.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of $500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization’s programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialize skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Membership Dues

Membership dues are recognized as revenue ratably over the term of the membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid $6,613 and $10,542 for federal income taxes in the years ended December 31, 2024 and 2023, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2024 and 2023, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are

changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2024 and 2023 amounted to $11,937 and $26,922, respectively.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2024, comprise the following:

Financial assets:	
Cash and cash equivalents	$132,986
Certificate of deposit	320,289
Accounts receivable, net	64,847
Financial assets available to meet cash needs for general expenditures within one year	$518,122

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around $70,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2024 and 2023, the Chamber had approximately $203,000 and $284,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2024 and 2023, property, plant and equipment consisted of the following:

	Audited 2024	Reviewed 2023
Building and improvements	$1,112,383	$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(510,991)	(482,206)
Total property and equipment, net	$796,220	$825,005

Depreciation expense for the years ended December 31, 2024 and 2023 was $28,785 and $30,115, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	$1,506	9/1/2008	10/31/2013	11/1/2013	10/31/2018
				11/1/2023	10/31/2024
	$4,560	11/1/2018	10/31/2023	11/1/2024	10/31/2029
TRHF	$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
	$1,506			11/1/2024	10/31/2025
Envirocon	$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024[1]

For the years ended December 31, 2024 and 2023, rental income was $66,285 and $64,624 respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2025	$ 69,780
2026	$ 54,720
2027	$ 54,720
2028	$ 54,720
2029	$ 45,600
Thereafter	-
Total	$ 279,540

[1] Note that Envirocon continues to lease space at $150 monthly on a month-to-month basis.

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2024 and 2023, the total rental expense under these leases was $12,862 and $13,694, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2025	$1,969
2026	656
Thereafter	-
Total	$2,625

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of $6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of $5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of $5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2024 and 2023, the balance was $240,362 and $381,706, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2025	$240,362
Thereafter	-
Total	$240,362

NOTE 8 – CONCENTRATIONS

For both years ended December 31, 2024 and 2023, approximately fifty percent (50%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2024 and 2023, the Chamber's contributed nonfinancial assets consist of the following:

	Audited 2024	Reviewed 2023
Advertising	$ 2,520	$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	4,500
Venues	6,300	6,300
Miscellaneous	3,160	3,348
Total contributed nonfinancial assets	$23,080	$43,468

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2025, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

GREATER TOMBALL AREA CHAMBER OF COMMERCE
2025 BOARD OF DIRECTORS

CHAIR OF THE BOARD

Rob Marmerstein*
HCA Houston Healthcare Tomball
605 Holderrieth
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Robert.marmerstein@hcahealthcare.com

Retiring in 2025

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Kim Laurence Salser*
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Retiring in 2026

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*Executive Board Members

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Ron Hoyle (replaced Cody Meredith)
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Jessica Rogers
City of Tomball
401 Market St.
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Retiring in 2027

Jerrod Clunn
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27809 Decker Prairie Rosehill, #1
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Ross Winkler
Winkler Public Relations
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ross@winklerpr.com

IMMEDIATE PAST CHAIRMAN OF THE BOARD

Raymond Francois*
Hampton Inn & Suites
14100 Medical Complex Dr.
Tomball, TX 77377
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*Executive Board Members

EX-OFFICIO BOARD MEMBERS

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CHAMBER PRESIDENT

Bruce E. Hillegeist
Greater Tomball Area Chamber of Commerce
P.O. Box 516
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*Executive Board Members

FOR TAX YEAR 2023

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

PE CPA PLLC

32938 TAMINA ROAD STE 202

MAGNOLIA, TX 77354

(281)826-4272

Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

****-***5125**

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 **8868-01** income tax return for **Federal** was filed electronically.
   The electronic filing services were provided by **PE CPA PLLC** .

2. [X] **8868-01** income tax return was accepted on **05-10-2024** using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
   The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

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Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

-*5125

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 8868-07 income tax return for Federal was filed electronically.
The electronic filing services were provided by PE CPA PLLC .

2. [X] 8868-07 income tax return was accepted on 05-10-2024 using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

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Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): PO BOX 516
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: TOMBALL, TX 77377

D Employer identification number: [redacted]

E Telephone number: (281)351-7222

G Gross receipts: $ 932,466

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1965

M State of legal domicile: TX

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	19
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	19
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	108,943	100,008
9	Program service revenue (Part VIII, line 2g)	608,640	717,843
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,424	12,619
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	93,933	101,996
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	812,940	932,466

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	280,211	371,963
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	402,021	463,482
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	682,232	835,445
19	Revenue less expenses. Subtract line 18 from line 12	130,708	97,021

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,453,306	1,369,105
21	Total liabilities (Part X, line 26)	564,025	421,112
22	Net assets or fund balances. Subtract line 21 from line 20	889,281	947,993

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

BRUCE HILLEGEIST
Signature of officer — Date

BRUCE HILLEGEIST, PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name: PE CPA PLLC — Firm's EIN:
Firm's address: 32938 TAMINA ROAD STE 202, MAGNOLIA TX 77354 — Phone no. 281-826-4272

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Form

EEA

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Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ **835,445** including grants of $) (Revenue $ **932,466**)

THE CHAMBER PROMOTED LOCAL BUSINESS GROWTH AND THE QUALITY OF COMMUNICATION AND LIFE IN THE COMMUNITY THROUGH BUSINESS EDUCATION, ENHANCING COMMUNITY IMAGE, AND DEVELOPING THE LINES OF COMMUNICAITON BETWEEN THE LOCAL BUSINESSES, AND GOVERNMENT. MEMBERSHIP WAS AT 725 BY THE END OF 2016.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses **835,445**

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions.	2	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I.*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III.*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV.*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII.*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII.*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X.*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E.*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

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Part IV **Checklist of Required Schedules** *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III.*	**22**		**X**
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	**23**		**X**
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.*	**24a**		**X**
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	**24b**		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	**24c**		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	**24d**		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I.*	**25a**		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	**25b**		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II.*	**26**		**X**
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	**27**		**X**
28	Was the organization a party to a business transaction with one of the following parties (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	**28a**		**X**
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	**28b**		**X**
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	**28c**		**X**
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	**29**	**X**	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	**30**		**X**
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	**31**		**X**
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	**32**		**X**
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I.*	**33**		**X**
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	**34**		**X**
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	**35a**		**X**
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	**35b**		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	**36**		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI.*	**37**		**X**
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	**38**	**X**	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	**1a**	**8**		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	**1b**	**0**		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		**1c**	**X**	

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	4		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a	X	
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b	X	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		X
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		17		

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Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	**1a**	**19**		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	**1b**	**19**		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	**2**		**X**	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	**3**			**X**
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	**4**			**X**
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	**5**			**X**
6	Did the organization have members or stockholders?	**6**			**X**
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	**7a**			**X**
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	**7b**			**X**
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	**8a**		**X**	
b	Each committee with authority to act on behalf of the governing body?	**8b**		**X**	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	**9**			**X**

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	**10a**		**X**
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . .	**11a**	**X**	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	**12a**	**X**	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . .	**12b**	**X**	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	**12c**	**X**	
13	Did the organization have a written whistleblower policy?	**13**	**X**	
14	Did the organization have a written document retention and destruction policy?	**14**		**X**
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**	**X**	
b	Other officers or key employees of the organization	**15b**		**X**
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		**X**
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

BRUCE HILLEGEIST (281)351-7222, PO BOX 516, TOMBALL, TX 77377

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BRUCE HILLEGEIST PRESIDENT	50.00			X				125,244	0	0
(2) KIM LAURENCE SALSER DIRECTOR	2.00	X						0	0	0
(3) SCOTT MARQUARDT DIRECTOR	2.00	X						0	0	0
(4) URIAH ORTIZ DIRECTOR	2.00	X						0	0	0
(5) DR MARTHA SALAZAR-ZAMORA DIRECTOR	2.00	X						0	0	0
(6) KEITH BARBER DIRECTOR	2.00	X						0	0	0
(7) AL HERRARA DIRECTOR	2.00	X						0	0	0
(8) DAWNA DYSON DIRECTOR	2.00	X						0	0	0
(9) KYLE BERTRAND DIRECTOR	2.00	X						0	0	0
(10) MIKELYN CORKRAN DIRECTOR	2.00	X						0	0	0
(11) RAYMOND FRANCOIS DIRECTOR	2.00	X						0	0	0
(12) JANNA HOGLUND DIRECTOR	2.00	X						0	0	0
(13) KELLY VIOLETTE EX OFFICIO	2.00	X						0	0	0
(14) DYANNA MCCOY EX OFFICIO	2.00	X						0	0	0

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Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)ALLISON MUNDY DIRECTOR	2.00	X						0	0	0
(16)ROB MARMERSTEIN DIRECTOR	2.00	X						0	0	0
(17)CURTIS MORRIS DIRECTOR	2.00	X						0	0	0
(18)LANDON REED DIRECTOR	2.00	X						0	0	0
(19)RENEE LESLIE DIRECTOR	2.00	X						0	0	0
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b **Subtotal**										
c **Total from continuation sheets to Part VII, Section A**										
d **Total (add lines 1b and 1c)**								125,244	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **1**

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual* . . .	3	X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual* . . .	4	X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person* . . .	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d				
	e	Government grants (contributions)	1e	35,000			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	65,008			
	g	Noncash contributions included in lines 1a-1f	1g	$ 29,008			
	h	**Total.** Add lines 1a-1f			100,008		
			Business Code				
Program Service Revenue	2a	MEMBERSHIP DUES	900099		400,278	400,278	
	b	BANQUET	722320		40,016	40,016	
	c	GOLF CLASSIC	713990		59,601	59,601	
	d	FIRST FRIDAY	722210		41,857	41,857	
	e	TOMBALL PAGEANT	711300		33,470	33,470	
	f	All other program service revenue	900099		142,621	142,621	
	g	**Total.** Add lines 2a-2f			717,843		
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			12,619	12,619	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties			22,433	22,433	
			(i) Real	(ii) Personal			
	6a	Gross rents	6a	77,010			
	b	Less: rental expenses	6b				
	c	Rental income or (loss)	6c	77,010			
	d	Net rental income or (loss)			77,010	77,010	
			(i) Securities	(ii) Other			
	7a	Gross amount from sales of assets other than inventory	7a				
	b	Less: cost or other basis and sales expenses	7b				
	c	Gain or (loss)	7c				
	d	Net gain or (loss)					
	8a	Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	8a				
	b	Less: direct expenses	8b				
	c	Net income or (loss) from fundraising events					
	9a	Gross income from gaming activities. See Part IV, line 19	9a				
	b	Less: direct expenses	9b				
	c	Net income or (loss) from gaming activities					
	10a	Gross sales of inventory, less returns and allowances	10a				
	b	Less: cost of goods sold	10b				
	c	Net income or (loss) from sales of inventory					
			Business Code				
Miscellaneous Revenue	11a	OTHER REVENUE	511140	2,553	2,553		
	b						
	c						
	d	All other revenue					
	e	**Total.** Add lines 11a-11d		2,553			
	12	**Total revenue.** See instructions		932,466	832,458	0	

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	125,244	125,244		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	183,692	183,692		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	37,277	37,277		
10 Payroll taxes	25,750	25,750		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	21,886	21,886		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	21,067	21,067		
12 Advertising and promotion	26,923	26,923		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	38,464	38,464		
17 Travel	720	720		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	6,433	6,433		
20 Interest	10,164	10,164		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	20,163	20,163		
23 Insurance	2,342	2,342		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a EQUIPMENT RENTAL AND MAINT	22,914	22,914		
b TELEPHONE	7,015	7,015		
c BANK AND MERCHANT FEES	13,534	13,534		
d SUPPLIES	5,693	5,693		
e All other expenses	266,164	266,164		
25 **Total functional expenses.** Add lines 1 through 24e	835,445	835,445	0	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		48,885	1	51,993
	2	Savings and temporary cash investments		539,203	2	481,817
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		10,098	9	10,291
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,307,212			
	b	Less: accumulated depreciation	10b 482,208	855,120	10c	825,004
	11	Investments - publicly traded securities			11	
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		1,453,306	16	1,369,105
Liabilities	17	Accounts payable and accrued expenses			17	
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties		527,582	23	381,707
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		36,443	25	39,405
	26	**Total liabilities.** Add lines 17 through 25		564,025	26	421,112
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☐ and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions			27	
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☒ and complete lines 29 through 33.				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds		889,281	31	947,993
	32	Total net assets or fund balances		889,281	32	947,993
	33	Total liabilities and net assets/fund balances		1,453,306	33	1,369,105

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	932,466
2	Total expenses (must equal Part IX, column (A), line 25)	2	835,445
3	Revenue less expenses. Subtract line 2 from line 1	3	97,021
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	889,281
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	(38,309)
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	947,993

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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Form **990-T**

Exempt Organization Business Income Tax Return (and proxy tax under section 6033(e))

OMB No. 1545-0047

2023

For calendar year 2023 or other tax year beginning _____, 2023, and ending _____, 20 ____

Department of the Treasury
Internal Revenue Service

Go to *www.irs.gov/Form990T* for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for 501(c)(3) Organizations Only

A ☐ Check box if address changed.

B Exempt under section
☒ 501(**c**) (**6**)
☐ 408(e) ☐ 220(e)
☐ 408A ☐ 530(a)
☐ 529(a) ☐ 529A

Print or Type

Name of organization (☐ Check box if name changed and see instructions.)
GREATER TOMBALL AREA CHAMBER OF COMMERCE

Number, street, and room or suite no. If a P.O. box, see instructions.
PO BOX 516

City or town, state or province, country, and ZIP or foreign postal code
TOMBALL, TX 77377

C Book value of all assets at end of year **1,369,105**

D Employer identification number
[redacted]

E Group exemption number (see instructions)

F ☐ Check box if an amended return.

G Check organization type ☒ 501(c) corporation ☐ 501(c) trust ☐ 401(a) trust ☐ Other trust ☐ State college/university
☐ 6417 (d)(1)(A) Applicable entity

H Check if filing only to claim ☐ Credit from Form 8941 ☐ Refund shown on Form 2439 ☐ Elective payment amount from Form 3800

I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation . . . . . ☐

J Enter the number of attached Schedules A (Form 990-T) **1**

K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? . . . . . ☐ Yes ☒ No
If "Yes," enter the name and identifying number of the parent corporation

L The books are in care of **BRUCE HILLEGEIST PO BOX 516 TOMBALL TX 77377** Telephone number **(281)351-7222**

Part I Total Unrelated Business Taxable Income

1	Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions)	1	30,297
2	Reserved	2	
3	Add lines 1 and 2	3	30,297
4	Charitable contributions (see instructions for limitation rules)	4	
5	Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5	30,297
6	Deduction for net operating loss. See instructions	6	
7	Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7	30,297
8	Specific deduction (generally $1,000, but see instructions for exceptions)	8	1,000
9	**Trusts.** Section 199A deduction. See instructions	9	
10	**Total deductions.** Add lines 8 and 9	10	1,000
11	**Unrelated business taxable income.** Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11	29,297

Part II Tax Computation

1	**Organizations taxable as corporations.** Multiply Part I, line 11 by 21% (0.21)	1	6,152
2	**Trusts taxable at trust rates.** See instructions for tax computation. Income tax on the amount on Part I, line 11 from: ☐ Tax rate schedule or ☐ Schedule D (Form 1041)	2	
3	**Proxy tax.** See instructions	3	
4	Other tax amounts. See instructions	4	
5	Alternative minimum tax	5	
6	**Tax on noncompliant facility income.** See instructions	6	
7	**Total.** Add lines 3 through 6 to line 1 or 2, whichever applies	7	6,152

Part III Tax and Payments

1a	Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a			
b	Other credits (see instructions)	1b			
c	General business credit. Attach Form 3800 (see instructions)	1c			
d	Credit for prior year minimum tax (attach Form 8801 or 8827)	1d			
e	**Total credits.** Add lines 1a through 1d			1e	
2	Subtract line 1e from Part II, line 7			2	6,152
3a	Amount due from Form 4255	3a			
b	Amount due from Form 8611	3b			
c	Amount due from Form 8697	3c			
d	Amount due from Form 8866	3d			
e	Other amounts due (see instructions)	3e			
f	Total amounts due. Add lines 3a through 3e			3f	
4	**Total tax.** Add lines 2 and 3 (see instructions). ☐ Check if includes tax previously deferred under section 1294. Enter tax amount here			4	6,152
5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)			5	

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For Paperwork Reduction Act Notice, see instructions.
EEA

Form 990-T (2023)

Part III Tax and Payments *(continued)*

6a	Payments: Preceding year's overpayment credited to the current year	6a			
b	Current year's estimated tax payments. Check if section 643(g) election applies ☐	6b			
c	Tax deposited with Form 8868	6c	7,600		
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d			
e	Backup withholding (see instructions)	6e			
f	Credit for small employer health insurance premiums (attach Form 8941)	6f			
g	Elective payment election amount from Form 3800	6g			
h	Payment from Form 2439	6h			
i	Credit from Form 4136	6i			
j	Other (see instructions)	6j			
7	**Total payments.** Add lines 6a through 6J			7	7,600
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached ☐			8	
9	**Tax due.** If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed			9	
10	**Overpayment.** If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid			10	1,448
11	Enter the amount of line 10 you want: **Credited to 2024 estimated tax** 1,448 **Refunded**			11	

Part IV Statements Regarding Certain Activities and Other Information (see instructions)

		Yes	No
1	At any time during the 2023 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here		X
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
3	Enter the amount of tax-exempt interest received or accrued during the tax year $		
4	Enter available pre-2018 NOL carryovers here $. Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter the Business Activity Code and available post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		

Business Activity Code	Available post-2017 NOL carryover
	$
	$
	$
	$

6a	Reserved for future use		
b	Reserved for future use		

Part V Supplemental Information

Provide any additional information. See instructions.

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Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	Title
		PRESIDENT

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name	PE CPA PLLC	Firm's EIN	[redacted]
Firm's address	32938 TAMINA ROAD STE 202 MAGNOLIA TX 77354	Phone no.	281-826-4272

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or Form 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(**6**) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A N/A	$ 38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	N/A N/A	$ 63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	N/A N/A	$ 6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	N/A N/A	$ 49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	N/A N/A	$ 29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	N/A N/A	$ 12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Client Copy

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	N/A N/A	$ 28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	N/A N/A	$ 13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	N/A N/A	$ 7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	N/A N/A	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	N/A N/A	$ 7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	N/A N/A	$ 8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c, acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange program
- **e** ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . ☐ **Yes** ☐ **No**

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	**1c**	
d Additions during the year	**1d**	
e Distributions during the year	**1e**	
f Ending balance	**1f**	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII . . . ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment _____ %
- **b** Permanent endowment _____ %
- **c** Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	**3a(i)**		
(ii) Related organizations?	**3a(ii)**		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	**3b**		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	58,000	87,000		145,000
b Buildings	354,018	531,026	327,804	557,240
c Leasehold improvements	4,245	211,594	94,119	121,720
d Equipment		31,839	30,795	1,044
e Other STMD1E	11,500	17,990	29,490	
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B)*				825,004

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col.(B))*		

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15 col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LAST MONTH RENT	4,150
(3) SECURITY DEPOSIT	4,150
(4) SCHOLARSHIPS	31,105
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25 col. (B))*	39,405

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	**2a**			
b	Donated services and use of facilities	**2b**			
c	Recoveries of prior year grants	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			**5**	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	**2a**			
b	Prior year adjustments	**2b**			
c	Other losses	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			**5**	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- **a** ☐ Mail solicitations
- **b** ☐ Internet and email solicitations
- **c** ☐ Phone solicitations
- **d** ☐ In-person solicitations
- **e** ☐ Solicitation of non-government grants
- **f** ☐ Solicitation of government grants
- **g** ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	**(ii)** Activity	**(iii)** Did fundraiser have custody or control of contributions?		**(iv)** Gross receipts from activity	**(v)** Amount paid to (or retained by) fundraiser listed in col. **(i)**	**(vi)** Amount paid to (or retained by) organization
			Yes	**No**			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts				
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)				
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d)				
	11 Net income summary. Subtract line 10 from line 3, column (d)				

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ **Yes** ☐ **No**

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ **Yes** ☐ **No**

b If "Yes," explain: _____

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SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (**REPAIRS AND MAI**)	X		6,600	
26	Other (**DUES AND SUBSCR**)	X		225	
27	Other (**MEMBERSHIP MISC**)	X		463	
28	Other (**ADVERTISING**)	X		21,720	

29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement	29	

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

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SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2023 Open to Public Inspection

Name of the organization	Employer identification number
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

01. Officer, directors, etc. family relationship (Part VI, line 2)

INSURANCE IS PROVIDED TO BOARD MEMBER(S) BY OTHER BOARD MEMBERS

02. Form 990 governing body review (Part VI, line 11)

THE ORGANIZATION'S PROCESS IS TO HAVE FORM 990 REVIEWED BY THE ENTIRE BOARD OF DIRECTORS.

03. Conflict of interest policy compliance (Part VI, line 12c)

OFFICERS AND DIRECTORS ARE REQUIRED TO ANNUALY SIGN A FORM THAT DISCLOSES ANY POTENTIAL CONFLICTS OF INTEREST.

04. CEO, executive director, top management comp (Part VI, line 15a)

COMPENSATION PROCESS FOR TOP OFFICIAL, WHICH IS THE CHAMBER PRESIDENT, IS APPROVED BY THE BOARD OF DIRECTORS AS A PART OF THE BUDGET PROCESS

05. Governing documents, etc, available to public (Part VI, line 19)

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICTS OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST.

06. Explanation of other changes in net assets or fund balances (Part XI, line 9)

ADJ TO BRING RETURN INLINE WITH CASH BOOKS

07. List of other expenses (Part IX, line 24e)

COLLECTION EXPENSES, HEALTH COMMITTEE, FIRST FRIDAY, NETWORKING BREAKFAST, WOMENS COMMITTEE, DUES AND SUBSCRIPTIONS, EMPLOYEE DEVELOPMENT, POSTAGE, INCOME TAX, TOMBALL LEADERSHIP DAY, BANQUET, GOLF CLASSIC, TOMBALL NIGHT, HOLIDAY PARADE, MISS TOMBALL

Client Copy

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

PAGEANT, SCHOLARSHIP EXPENSES.

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Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990 - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	578

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	18,940
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	19,518
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Client Copy

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990T - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	9,953

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	9,953
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

Name of filer	EIN or SSN
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☐	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	
2a	**Form 990-EZ** check here	☐	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	☐	b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☒	b	**Total tax** (Form 990-T, Part III, line 4)	6b	6,152
7a	**Form 4720** check here	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

Client Copy

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Department of the Treasury
Internal Revenue Service

Name of filer	EIN or SSN
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☒	**b**	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	932,466
2a	**Form 990-EZ** check here	☐	**b**	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	☐	**b**	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	☐	**b**	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	☐	**b**	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	☐	**b**	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	☐	**b**	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	☐	**b**	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	☐	**b**	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	☐	**b**	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T SCHEDULE A PART V - LINE 3B OTHER DEDUCTIONS

Statement #13

Form 990-T Schedule A: OFFICE RENTAL

Property: OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

DESCRIPTION	AMOUNT
INTEREST	6,776
INSURANCE	3,186
TAXES	6,318
REPAIRS	6,121
CLEANING	3,842
ELECTRICITY	4,981
TOTAL	31,224

FOR YOUR RECORDS ONLY

PG01

FORM 990 - SCHEDULE D - PART VI - LINE 1E INVESTMENTS - OTHER

STATEMENT #D1E

DESCRIPTION OF INVESTMENT	COST/BASIS (INVESTMENT)	COST/BASIS (OTHER)	DEPR	BOOK VALUE
BUILDOUT	11,500	0	11,294	206
FURNITURE	0	17,990	18,196	(206)
TOTAL	11,500	17,990	29,490	0

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T Schedule A Part V - Dual-use Debt-financed Property Statement **Statement #14**

Form 990-T Schedule A: OFFICE RENTAL

Property Discription	Avg. of Acquisition indebtedness	Percent allocable to debt-financed property	Avg. acquisition debt on debt-financed property	Adjusted basis	Percent Allocable to debt-financed debt-financed property	Adjusted basis allocable to debt-financed property
OFFICE RENTAL	135,916	100.000000%	135,916	154,611	100.000000%	154,611

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

FEIN: 74-1495125

OTHER

Description	Amount
COLLECTION EXPENSES	$ 8,094
CONTRACTOR	66,448
DUES	4,869
EMPLOYEE DEVELOPMENT	12,264
FIRST FRIDAY	37,020
GOLF CLASSIC	19,868
HEALTH COMMITTEE	11,046
HOLIDAY PARADE	25,726
INCOME TAX	10,542
NETWORKING BREAKFAST	1,617
POSTAGE	2,889
TOMBALL NIGHT	10,555
TOMBALL PAGEANT	14,541
WOMENS COMMITTEE	15,748
BANQUET	12,562
TOMBALL PAGEANT SCHOLARSHIPS	10,000
TOMBALL LEADERSHIP DAY	2,375
Total:	**$ 266,164**

FORM 990-T - SCH E - LN 4 - AVERAGE ACQUISITION DEBT1

Description	Amount
AVERAGE ACQUISITION DEBT	$ 135,916
Total:	**$ 135,916**

FORM 990-T - SCH E - LN 5 - AVERAGE ADJUSTED BASIS

Description	Amount
AVERAGE BASIS	$ 154,611
Total:	**$ 154,611**

Client Copy

Estimated Tax Worksheet on Unrelated Business Taxable Income for Tax-Exempt Organizations

(and on Investment Income for Private Foundations)

(This page is not filed with the return. It is for your records only.)

2024

1	Unrelated business taxable income expected in the tax year	1	
2	**Tax on the amount on line 1.** See instructions for tax computation	2	6,152
3	Alternative minimum tax for trusts. See instructions	3	
4	Total. Add lines 2 and 3	4	6,152
5	Estimated tax credits. See instructions	5	
6	Subtract line 5 from line 4	6	6,152
7	Other taxes. See instructions	7	
8	Total. Add lines 6 and 7	8	6,152
9	Credit for federal tax paid on fuels. See instructions	9	
10a	Subtract line 9 from line 8. **Note:** If less than $500, the organization is not required to make estimated tax payments. Private foundations, see instructions — 10a: 6,152		
b	Enter the tax shown on the 2023 return. See instructions. **Caution:** If zero or the tax year was for less than 12 months, skip this line and enter the amount from line 10a on line 10c — 10b: 6,152		
c	**2024 Estimated Tax.** Enter the smaller of line 10a or line 10b. If the organization is required to skip line 10b, enter the amount from line 10a on line 10c	10c	6,152

		(a)	(b)	(c)	(d)
11	**Installment due dates**. See instructions	04-15-2024	06-17-2024	09-16-2024	12-16-2024
12	**Required installments.** Enter 25% of line 10c in columns **(a)** through **(d).** But see instructions if the organization uses the annualized income installment method, the adjusted seasonal installment method, or is a "large organization."	1,538	1,538	1,538	1,538
13	**2023 Overpayment.** See instructions	362	362	362	362
14	**Payment due** (Subtract line 13 from line 12)	1,176	1,176	1,176	1,176

Client Copy

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF TOMBALL 401 MARKET STREET TOMBALL TX 77375	38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	HEALTH FOUNDATION 29201 QUINN RD STE A TOMBALL TX 77375	63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	ENVIROCON TERMITE & PEST, INC 23306 ROBERTS CEMETERY HOCKLEY TX 77447	6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	HCA HOUSTON HEATLHCARE TOMBALL 605 HOLDERRIETH TOMBALL TX 77375	49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	TOMBALL ECONOMIC DEVELOPMENT CORP PO BOX 820 TOMBALL TX 77377	29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	SOUTHCOMM PUBLISHING CO. 7766 EWING BLVD., SUITE 200 FLORENCE KY 41042	12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	HOUSTON METHODIST WILLOWBROOK HOSPI 18220 SH 249 HOUSTON TX 77070	28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	ALOHA NAILS & SPA 701 E MAIN STE 125B TOMBALL TX 77375	13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	SHELL FEDERAL CREDIT UNION 6232 FM 2920 SPRING TX 77379	7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	MEMORIAL HERMAN THE WOODLANDS 9250 PINECROFT DR SPRING TX 77380	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	COMMUNITY MATTERS INC PO BOX 5900 FRISCO TX 75035	10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	KLEIN FUNERAL HOMES & MEMORIAL PARK 16131 CHAMPION FOREST SPRING TX 77379	7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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For Paperwork Reduction Act Notice, see instructions.
EEA

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

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2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	TWFG INSURANCE SERVICES 722 W MAIN TOMBALL TX 77375	8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	RSC RIVERSIDE CONSTRUCTION 210 SPRING CREEK TRAIL SPRING TX 77373	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Depreciation Detail Listing

Program Services

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	COMPUTER & SERVER EQU	10-14-2013	15,503		100.00			15,503	5		0	15,503		15,503	
2	BUILDING - QUINN ROAD	09-30-2008	531,026		100.00			531,026	39	SL MM	2.564	190,968	13,616	204,584	
3	IMPROVEMENTS	10-31-2008	203,369		100.00			203,369	39	SL MM	2.564	76,434	5,214	81,648	
4	A/C UNIT	03-27-2012	4,300		100.00			4,300	39	SL MM	2.564	1,245	110	1,355	
5	LAND	10-31-2008	145,000	145,000	100.00			0	0		0				
9	2017 LAPTOP	12-05-2017	851		100.00			851	5		0	851		851	
10	PHONE SYSTEM	09-04-2001	6,976		100.00			6,976	7		0	6,974		6,974	
11	FURNITURE	11-01-2008	17,990		100.00			17,990	7		0	18,196		18,196	
12	QUINN BLDG IMPROVEMEN	12-01-2012	3,925		100.00			3,925	39		2.564	1,067	101	1,168	
13	2019 PHONE SYSTEM	01-31-2019	6,126		100.00			6,126	3		0	5,207		5,207	
14	2020 COMPUTER	03-15-2020	1,165		100.00			1,165	5	SL HY	20	583	233	816	
15	2022 COMPUTER	09-22-2022	1,219		100.00			1,219	5	SL HY	20	122	244	366	
	Totals		937,450					792,450				317,150	19,518	336,668	

Land Amount
Net Depreciable Cost 937,450

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 19,518

ST ADJ:

Client Copy

* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Depreciation Detail Listing

990 T

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
6	BUILDING (RENTAL PORT	09-30-2008	354,018		100.00			354,018	39	SL MM	2.564	127,310	9,077	136,387	
7	BUILDOUT - TOMBALL RE	12-01-2012	11,500		100.00			11,500	15	SL MQ	6.667	5,235	767	6,002	
8	A/C UNIT (RENTAL)	06-27-2014	4,245		100.00			4,245	39	SL MM	2.564	3,886	109	3,995	
	Totals		369,763					369,763				136,431	9,953	146,384	

Land Amount
Net Depreciable Cost 369,763

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 9,953

ST ADJ:

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Next Year's Depreciation Worksheet

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return: **GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC**

Tax ID Number: **74-1495125**

Form	Multi-Form	Description	Date	Basis	Method	Life	Deduction
PRG	1	COMPUTER & SERVER EQUIPM	10-14-2013	15,503		5	
PRG	1	BUILDING - QUINN ROAD	09-30-2008	531,026	SL MM	39	13,616
PRG	1	IMPROVEMENTS	10-31-2008	203,369	SL MM	39	5,215
PRG	1	A/C UNIT	03-27-2012	4,300	SL MM	39	110
PRG	1	LAND	10-31-2008			0	
T	1	BUILDING (RENTAL PORTION	09-30-2008	354,018	SL MM	39	9,077
T	1	BUILDOUT - TOMBALL REG H	12-01-2012	11,500	SL MQ	15	767
T	1	A/C UNIT (RENTAL)	06-27-2014	4,245	SL MM	39	109
PRG	1	2017 LAPTOP	12-05-2017	851		5	
PRG	1	PHONE SYSTEM	09-04-2001	6,976		7	
PRG	1	FURNITURE	11-01-2008	17,990		7	
PRG	1	QUINN BLDG IMPROVEMENTS	12-01-2012	3,925	SL MM	39	101
PRG	1	2019 PHONE SYSTEM	01-31-2019	6,126		3	
PRG	1	2020 COMPUTER	03-15-2020	1,165	SL HY	5	233
PRG	1	2022 COMPUTER	09-22-2022	1,219	SL HY	5	244
		TOTAL					29,472

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SCHEDULE A (Form 990-T)

Department of the Treasury
Internal Revenue Service

Unrelated Business Taxable Income From an Unrelated Trade or Business

Go to *www.irs.gov/Form990T* for instructions and the latest information.

Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

OMB No. 1545-0047

2023

Open to Public Inspection for 501(c)(3) Organizations Only

A Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

B Employer identification number
74-1495125

C Unrelated business activity code (see instructions) **531190**

D Sequence: **1** of **1**

E Describe the unrelated trade or business **OFFICE RENTAL**

Part I	**Unrelated Trade or Business Income**		(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales				
b	Less returns and allowances **c** Balance	1c			
2	Cost of goods sold (Part III, line 8)	2			
3	Gross profit. Subtract line 2 from line 1c	3			
4a	Capital gain net income (attach Schedule D (Form 1041 or Form 1120)). See instructions	4a			
b	Net gain (loss) (Form 4797) (attach Form 4797). See instructions	4b			
c	Capital loss deduction for trusts	4c			
5	Income (loss) from a partnership or an S corporation (attach statement)	5			
6	Rent income (Part IV)	6			
7	Unrelated debt-financed income (Part V)	7	67,698	27,448	40,250
8	Interest, annuities, royalties, and rents from a controlled organization (Part VI)	8			
9	Investment income of section 501(c)(7), (9), or (17) organizations (Part VII)	9			
10	Exploited exempt activity income (Part VIII)	10			
11	Advertising income (Part IX)	11			
12	Other income (see instructions; attach statement)	12			
13	**Total.** Combine lines 3 through 12	13	67,698	27,448	40,250

Part II	**Deductions Not Taken Elsewhere.** See instructions for limitations on deductions. Deductions must be directly connected with the unrelated business income.				
1	Compensation of officers, directors, and trustees (Part X)			1	
2	Salaries and wages			2	
3	Repairs and maintenance			3	
4	Bad debts			4	
5	Interest (attach statement). See instructions			5	
6	Taxes and licenses			6	
7	Depreciation (attach Form 4562). See instructions	7	9,953		
8	Less depreciation claimed in Part III and elsewhere on return	8a		8b	9,953
9	Depletion			9	
10	Contributions to deferred compensation plans			10	
11	Employee benefit programs			11	
12	Excess exempt expenses (Part VIII)			12	
13	Excess readership costs (Part IX)			13	
14	Other deductions (attach statement)			14	
15	**Total deductions.** Add lines 1 through 14			15	9,953
16	Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C)			16	30,297
17	Deduction for net operating loss. See instructions			17	
18	**Unrelated business taxable income.** Subtract line 17 from line 16			18	30,297

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Part III Cost of Goods Sold

Enter method of inventory valuation

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and in Part I, line 2	8	
9	Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization?	☐ Yes ☐ No	

Part IV Rent Income (From Real Property and Personal Property Leased with Real Property)

1 Description of property (property street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Rent received or accrued				
a	From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)				
b	From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)				
c	Total rents received or accrued by property. Add lines 2a and 2b, columns A through D				

3 Total rents received or accrued. Add line 2c, columns A through D. Enter here and on Part I, line 6, column (A)

		A	B	C	D
4	Deductions directly connected with the income in lines 2a and 2b (attach statement)				

5 **Total deductions.** Add line 4, columns A through D. Enter here and on Part I, line 6, column (B)

Part V Unrelated Debt-Financed Income (see instructions)

1 Description of debt-financed property (street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Gross income from or allocable to debt-financed property	77,010			
3	Deductions directly connected with or allocable to debt-financed property				
a	Straight line depreciation (attach statement)				
b	Other deductions (attach statement) Statement #13	31,224			
c	Total deductions (add lines 3a and 3b, columns A through D)	31,224			
4	Amount of average acquisition debt on or allocable to debt-financed property (attach statement) Statement #14	135,916			
5	Average adjusted basis of or allocable to debt-financed property (attach statement) Statement #14	154,611			
6	Divide line 4 by line 5	87.90800 %	%	%	%
7	Gross income reportable. Multiply line 2 by line 6	67,698			

8 **Total gross income** (add line 7, columns A through D). Enter here and on Part I, line 7, column (A) 67,698

9	Allocable deductions. Multiply line 3c by line 6	27,448			

10 **Total allocable deductions.** Add line 9, columns A through D. Enter here and on Part I, line 7, column (B) 27,448

11 **Total dividends - received deductions** included in line 10

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Part VI Interest, Annuities, Royalties, and Rents from Controlled Organizations (see instructions)

1. Name of controlled organization	2. Employer identification number	Exempt Controlled Organizations: 3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1)					
(2)					
(3)					
(4)					

Nonexempt Controlled Organizations

7. Taxable income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10
(1)				
(2)				
(3)				
(4)				
			Add columns 5 and 10. Enter here and on Part I, line 8, column (A).	Add columns 6 and 11. Enter here and on Part I, line 8, column (B).
Totals				

Part VII Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach statement)	4. Set-asides (attach statement)	5. Total deductions and set-asides (add columns 3 and 4)
(1)				
(2)				
(3)				
(4)				
	Add amounts in column 2. Enter here and on Part I, line 9, column (A).			Add amounts in column 5. Enter here and on Part I, line 9, column (B).
Totals				

Part VIII Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1	Description of exploited activity:		
2	Gross unrelated business income from trade or business. Enter here and on Part I, line 10, column (A)	2	
3	Expenses directly connected with production of unrelated business income. Enter here and on Part I, line 10, column (B)	3	
4	Net income (loss) from unrelated trade or business. Subtract line 3 from line 2. If a gain, complete lines 5 through 7	4	
5	Gross income from activity that is not unrelated business income	5	
6	Expenses attributable to income entered on line 5	6	
7	Excess exempt expenses. Subtract line 5 from line 6, but do not enter more than the amount on line 4. Enter here and on Part II, line 12	7	

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Part IX Advertising Income

1 Name(s) of periodical(s). Check box if reporting two or more periodicals on a consolidated basis.

A ☐ _____

B ☐ _____

C ☐ _____

D ☐ _____

Enter amounts for each periodical listed above in the corresponding column.

		A	B	C	D
2	Gross advertising income				
a	Add columns A through D. Enter here and on Part I, line 11, column (A)				
3	Direct advertising costs by periodical				
a	Add columns A through D. Enter here and on Part I, line 11, column (B)				
4	Advertising gain (loss). Subtract line 3 from line 2. For any column in line 4 showing a gain, complete lines 5 through 8. For any column in line 4 showing a loss or zero, do not complete lines 5 through 7, and enter -0- on line 8				
5	Readership costs				
6	Circulation income				
7	Excess readership costs. If line 6 is less than line 5, subtract line 6 from line 5. If line 5 is less than line 6, enter -0-				
8	Excess readership costs allowed as a deduction. For each column showing a gain on line 4, enter the lesser of line 4 or line 7				
a	Add line 8, columns A through D. Enter the greater of the line 8a columns total or -0- here and on Part II, line 13				

Part X Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	**2.** Title	**3.** Percentage of time devoted to business	**4.** Compensation attributable to unrelated business
(1)		%	
(2)		%	
(3)		%	
(4)		%	
Total. Enter here and on Part II, line 1			

Part XI Supplemental Information (see instructions)

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Annual Holiday Parade.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the Greater Tomball Area Chamber of Commerce for the Annual Holiday Parade.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $20,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: Greater Tomball Area Chamber of Commerce

Street Address: 29201 Quinn Road, Ste. B

City: Tomball State: TX Zip Code: 77375

Contact Name: Brandy Beyer

Role with Organization/Business: Vice President

Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business ☐ Private/For Profit ■ Non-Profit

Purpose of Organization/Business:

The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Section II: Event/Program Information

Event/Program Name: Tomball Holiday Parade

Date(s) of Event/Program: November 22, 2025

Location of Event/Program (Provide the address or a general location):

Main Street

Website for Event/Program: www.tomballchamber.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

This will be the 60th annual Tomball Holiday Parade.

Provide a detailed description of the event/program.

annual parade with over 150 entries including bands, classic cars, dignitaries and floats

Estimated Local Attendees at Event/Program: 25,000

Estimated Out of Town Attendees at Event/Program: 10,000

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 20,000
Total operating budget for event/program.	$ 55,900
Percent of event/program to be funded by grant.	36 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$ 5,000

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

security, advertising, portapotties, dignitary breakfast and band participation

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [x] Radio
- [ ] Television
- [ ] Brochures
- [x] Social Media
- [x] Newspaper
- [x] Online/Digital Ads
- [x] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

This event draws crowds from all around - as part of our larger mission, we always encoura

How will you measure the impact of your event on local overnight accommodations?

Many entries come from out of town for the parade and will choose to stay in Tomball either

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☐ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☑ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☐ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: Brandy Beyer Digitally signed by Brandy Beyer Date: 2025.07.08 16:33:10 -05'00'

Applicant Printed Name: Brandy Beyer

Date of Application: 7/8/2025

2025 Tomball Holiday Parade Budget

Candy for children	200.00
Breakfast for special guests	2,000.00
Clean-Up	900.00
Port-o-Pottie	1,400.00
Advertising	5,000.00
Security	6,000.00
Debriefing Meeting	300.00
Supplies	1,000.00
Coins	1,100.00
Personnel	30,000.00
Entertainment	8,000.00
Total Expenses:	55,900.00
Grant Request	20,000.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Ordinary Income/Expense													
Income													
Income													
Rent Income	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	6,216.00	74,592.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,500.00	1,000.00		1,500.00	3,000.00	4,000.00	1,000.00	3,000.00	2,000.00	3,000.00			20,000.00
Hotel/Motel Tax									45,000.00				45,000.00
First Friday	3,500.00	3,500.00	3,500.00	3,000.00	3,000.00	3,000.00	2,000.00	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	450.00	450.00	500.00	500.00	5,100.00
Women's Committee	0.00	1,000.00	1,500.00	1,500.00	1,000.00	1,000.00	0.00	0.00	13,000.00	0.00	0.00	1,000.00	20,000.00
Interest Income	2,500.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	3,000.00	200.00	200.00	13,100.00
Membership Dues													
New	10,000.00	10,000.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00	10,000.00	10,000.00	10,000.00	10,000.00	5,000.00	100,000.00
Allowance Non-Renewal	-6,227.83	-7,412.58	-3,473.08	-4,129.33	-2,466.83	-3,250.08	-3,133.58	-3,578.08	-4,010.33	-4,900.58	-3,271.83	-2,961.58	-48,815.75
Renewal	62,278.33	74,125.83	34,730.83	41,293.33	24,668.33	32,500.83	31,335.83	35,780.83	40,103.33	49,005.83	32,718.33	29,615.83	488,157.46
Total Membership Dues	66,050.50	76,713.25	38,257.75	44,164.00	29,201.50	36,250.75	35,202.25	42,202.75	46,093.00	54,105.25	39,446.50	31,654.25	539,341.71
Miscellaneous Income	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	220.00	2,640.00
Publications/Products													
Magazine/Map/Website		400.00		1,000.00	15,000.00		500.00	6,000.00		4,000.00	1,100.00		28,000.00
Total Publications	0.00	400.00	0.00	1,000.00	15,000.00	0.00	500.00	6,000.00	0.00	4,000.00	1,100.00	0.00	28,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00	5,000.00		5,000.00							40,000.00
Family Reunion					5,000.00								
Tomball Night						10,000.00	22,000.00	5,000.00					37,000.00
Holiday Parade						15,000.00			3,000.00	15,000.00	12,000.00		45,000.00
Miss Tomball Pageant									2,000.00	15,000.00	13,000.00		30,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	5,000.00	5,000.00	30,000.00	22,000.00	5,000.00	5,000.00	30,000.00	25,000.00	0.00	187,000.00
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Total Income	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Gross Profit	93,386.50	122,649.25	73,293.75	69,000.00	66,237.50	84,286.75	73,538.25	69,238.75	124,679.00	106,991.25	78,682.50	45,790.25	1,007,773.71
Expense													
Building Expense													
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	1,055.00	12,660.00
Building Interest	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	1,475.00	17,700.00
Reimbursed by tenants	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-1,728.00	-20,736.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Building Expense	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	2,542.00	30,504.00

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Accounting Expense	4,000.00	7,500.00	4,000.00			2,500.00							18,000.00
Advertising							2,000.00	3,000.00		1,000.00	4,000.00		10,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	10,000.00	4,000.00	20,000.00	70,000.00
Health & Wellness		1,500.00			1,500.00			5,000.00	2,000.00	4,000.00			14,000.00
First Friday	3,000.00	3,500.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,500.00	3,000.00	3,000.00	37,000.00
Networking Breakfast	200.00	200.00	200.00	100.00	150.00	200.00	100.00	100.00	200.00	200.00	150.00	200.00	2,000.00
Women's Committee		500.00	500.00	500.00	500.00	1,000.00	0.00	0.00	2,000.00	0.00	0.00	10,500.00	15,500.00
Young Professionals	200.00			200.00			200.00			200.00			800.00
Bank Fees	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00	16,200.00
Board of Directors	500.00								3,000.00	3,700.00	300.00		7,500.00
Dues and Subscriptions	1,150.00				500.00			750.00				1,112.00	3,512.00
Employee Expense													
SUTA	1,700.00	600.00											2,300.00
Development	600.00	1,600.00		3,000.00	0.00	4,000.00	3,000.00	1,000.00	300.00	1,500.00			15,000.00
FUTA	140.00	30.00											170.00
Group Insurance	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	3,450.00	4,000.00	4,000.00	4,000.00	4,000.00	43,600.00
Cell Phone Allowance	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Payroll Services	550.00	600.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	6,650.00
Payroll Taxes	2,080.00	2,100.00	2,100.00	2,080.00	2,080.00	2,080.00	2,080.00	2,100.00	2,080.00	2,080.00	2,150.00	3,200.00	26,210.00
Salaries													
TACC	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	36,166.25	441,195.00
Bonus												18,265.00	18,265.00
Total Salaries	36,166.25	37,716.25	36,166.25	37,716.25	36,166.25	36,166.25	36,166.25	37,716.25	36,166.25	36,166.25	38,716.25	54,431.25	459,460.00
Total Employee Expense	45,106.25	46,516.25	42,686.25	47,216.25	42,666.25	46,666.25	45,666.25	45,236.25	43,516.25	44,716.25	45,836.25	62,601.25	558,430.00
Insurance													
Worker's Compensation	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	47.58	570.96
Officer & Director Liability	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	146.83	1,761.96
General Liab.	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	712.67	8,552.04
Total Insurance	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	907.08	10,884.96
Membership/Misc. Expense	10,000.00	5,000.00	2,500.00	2,000.00	800.00	500.00	1,000.00	1,000.00	500.00	600.00	800.00	4,000.00	28,700.00
Office Equipment Expense													
Database	6,250.00												6,250.00
Computer Maintenance	400.00	400.00	1,000.00	400.00	400.00	1,500.00	400.00	400.00	400.00	400.00	400.00	400.00	6,500.00
Copier Lease	600.00	800.00	800.00	700.00	700.00	700.00	500.00	600.00	400.00	800.00	800.00	600.00	8,000.00
Pitney Bowes			600.00			600.00			600.00			600.00	2,400.00
Total Office Equip Expense	7,250.00	1,200.00	2,400.00	1,100.00	1,100.00	2,800.00	900.00	1,000.00	1,400.00	1,200.00	1,200.00	1,600.00	23,150.00
Office Supplies	700.00	5,000.00	500.00	700.00	500.00	500.00	600.00	800.00	250.00	500.00	250.00	200.00	10,500.00
Postage & Delivery	500.00	0.00	1,000.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00	0.00	0.00	2,500.00
Property Tax Expense	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	1,455.75	17,469.00
Income Tax Expense	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	633.42	[illegible]04

Greater Tomball Area Chamber of Commerce
2025 Budget Overview
January through December 2025

	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	TOTAL Jan - Dec 25
Rent	145.00	145.00	145.00	145.00	145.00	145.00	160.00	160.00	160.00	160.00	160.00	160.00	1,830.00
Special Events													
Banquet		12,000.00	1,000.00										13,000.00
Golf Classic			1,000.00	18,000.00									19,000.00
Family Reunion					5,000.00								
Tomball Night							1,000.00	11,000.00					12,000.00
Holiday Parade									1,000.00	1,000.00	21,000.00	1,000.00	24,000.00
Miss Tomball Pageant													
Scholarship Expense											13,000.00		13,000.00
Pageant - Other											5,000.00	2,000.00	7,000.00
Total Miss Tomball										0.00	18,000.00	2,000.00	20,000.00
Total Special Events	0.00	12,000.00	2,000.00	18,000.00	5,000.00	0.00	1,000.00	11,000.00	1,000.00	1,000.00	39,000.00	3,000.00	93,000.00
Telephone Expenses	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	560.00	6,720.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	84,279.50	94,589.50	70,459.50	84,489.50	67,389.50	68,839.50	66,654.50	83,074.50	68,554.50	78,304.50	106,224.50	113,901.50	986,761.00
Net Ordinary Income	9,107.00	28,059.75	2,834.25	-15,489.50	-1,152.00	15,447.25	6,883.75	-13,835.75	56,124.50	28,686.75	-27,542.00	-68,111.25	21,012.71
Principal Building Payment	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
xDepreciation Expense	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	1,813.00	21,756.00
Net Income	**3,544.00**	**22,496.75**	**-2,728.75**	**-21,052.50**	**-6,715.00**	**9,884.25**	**1,320.75**	**-19,398.75**	**50,561.50**	**23,123.75**	**-33,105.00**	**-73,674.25**	**-45,743.29**

Greater Tomball Area Chamber of Commerce

Independent Auditors' Report and Financial Statements
for the Year Ended December 31, 2024 (Audited)
(with comparative totals for 2023 - Reviewed)

Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

Tipton & Company LLC
134 Vintage Park Blvd. Ste. A #106
Houston, TX 77070
www.nonprofitacctg.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Tomball Area Chamber of Commerce
Tomball, Texas

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2024, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

The 2023 financial statements were reviewed by us and our report thereon, dated March 4, 2024, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company LLC
Certified Public Accountants
Houston, Texas

March 12, 2025

Greater Tomball Area Chamber of Commerce

Statement of Financial Position

As of December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Assets		
Cash and cash equivalents	**$ 132,986**	$ 223,989
Certificate of deposit	**320,289**	309,821
Accounts receivable, net	**64,847**	44,907
Prepaid expenses	**10,677**	10,291
Property and equipment, net	**796,220**	825,005
Total Assets	**$ 1,325,019**	$ 1,414,013
Liabilities and Net Assets		
Liabilities		
Accrued expenses	**$ 30,248**	$ 31,031
Deferred revenues	**192,315**	192,315
Note payable	**240,362**	381,706
Deposits	**4,150**	8,300
Total Liabilities	**467,075**	613,352
Net Assets		
Without donor restrictions	**857,944**	800,661
Total Net Assets	**857,944**	800,661
Total Liabilities and Net Assets	**$ 1,325,019**	$ 1,414,013

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Activities

Year ended December 31, *(with comparative totals for 2023)*	**Audited 2024**	Reviewed 2023
Without Donor Restrictions		
Revenue and Support		
Membership dues	**$ 513,014**	$ 483,928
Special events revenue	**208,974**	204,015
Direct benefit to donor	**(26,578)**	(22,952)
Capital improvement campaign	**30,000**	36,000
First Friday luncheon	**33,225**	42,420
Networking Breakfast	**5,245**	5,375
Women's Committee	**15,712**	26,350
City of Tomball hotel tax revenue	**45,000**	35,000
Rental income	**66,285**	64,624
Tenent reimbursements	**15,086**	12,386
Ads and ad commission	**18,334**	25,400
Contributed nonfinancial assets	**9,470**	29,008
Interest and investment income	**12,494**	12,619
Other income	**49,187**	16,733
Total Revenue and Support	**995,448**	970,906
Expenses		
Program Services		
Business resources	**339,930**	325,812
Advocacy	**335,393**	328,349
Total Program Services	**675,323**	654,161
Supporting Services		
General and administrative	**123,028**	127,020
Fundraising	**139,814**	137,210
Total Supporting Services	**262,842**	264,230
Total Expenses	**938,165**	918,391
Change in Net Assets	**57,283**	52,515
Net Assets, Beginning of Year	**800,661**	748,146
Net Assets, End of Year	**$ 857,944**	$ 800,661

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Functional Expenses

Year ended December 31, *(with comparative totals for 2023)*	Program Services			Supporting Services			**Audited**	Reviewed
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services	**2024 Total**	2023 Total
Payroll and related expenses								
Salaries	$ 138,831	$ 138,831	$ 277,662	$ 34,708	$ 34,708	$ 69,416	**$ 347,078**	$ 312,048
Payroll taxes	11,473	11,473	22,946	2,868	2,868	5,736	**28,682**	26,044
Employee benefits	16,974	16,974	33,948	4,244	4,244	8,488	**42,436**	37,278
Total payroll and related expenses	167,278	167,278	334,556	41,820	41,820	83,640	**418,196**	375,370
Other expenses								
Advertising	1,194	1,194	2,388	1,194	8,355	9,549	**11,937**	26,922
Bad debt	19,043	19,043	38,086	19,043	19,042	38,085	**76,171**	69,471
Bank fees	1,457	1,457	2,914	5,829	5,829	11,658	**14,572**	13,532
Board expenses	-	-	-	8,824	-	8,824	**8,824**	6,305
Computer maintenance	2,638	2,638	5,276	659	659	1,318	**6,594**	4,642
Contract labor	22,596	22,596	45,192	5,649	5,649	11,298	**56,490**	66,448
Depreciation	11,514	11,514	23,028	2,878	2,879	5,757	**28,785**	30,115
Dues and subscriptions	1,454	1,454	2,908	364	364	728	**3,636**	4,870
Employee development	6,606	6,606	13,212	1,651	1,651	3,302	**16,514**	12,264
Equipment lease	4,480	4,480	8,960	1,120	1,120	2,240	**11,200**	12,212
First Friday	33,831	-	33,831	-	-	-	**33,831**	37,020
Health committee	13,281	-	13,281	-	-	-	**13,281**	11,046
Insurance	4,200	4,200	8,400	1,050	1,050	2,100	**10,500**	10,306
Interest	8,536	8,536	17,072	2,134	2,133	4,267	**21,339**	16,940
Miscellaneous	6,321	7,460	13,781	5,595	-	5,595	**19,376**	21,062
Networking breakfast	2,580	-	2,580	-	-	-	**2,580**	1,617
Office supplies	2,222	2,222	4,444	556	556	1,112	**5,556**	5,692
Payroll service	2,581	2,581	5,162	645	645	1,290	**6,452**	5,880
Postage and delivery	572	286	858	286	763	1,049	**1,907**	2,888
Professional fees	-	-	-	10,100	-	10,100	**10,100**	16,005
Rent	665	665	1,330	166	166	332	**1,662**	1,482
Repairs and maintenance	7,191	7,191	14,382	1,798	1,798	3,596	**17,978**	25,194
Software	2,291	2,291	4,582	572	572	1,144	**5,726**	5,986
Special events	2,514	36,626	39,140	-	67,620	67,620	**106,760**	95,802
Taxes - income	-	-	-	6,613	-	6,613	**6,613**	10,542
Taxes - property	6,988	6,988	13,976	1,747	1,746	3,493	**17,469**	15,796
Telephone	2,787	2,787	5,574	697	697	1,394	**6,968**	7,014
Travel and entertainment	-	-	-	760	-	760	**760**	720
Utilities	5,110	5,110	10,220	1,278	1,278	2,556	**12,776**	12,452
Womens Committee	-	10,190	10,190	-	-	-	**10,190**	15,748
Total other expenses	172,652	168,115	340,767	81,208	124,572	205,780	**546,547**	565,973
Subtotal	339,930	335,393	675,323	123,028	166,392	289,420	**964,743**	941,343
Less: Direct benefit to donor	-	-	-	-	(26,578)	(26,578)	**(26,578)**	(22,952)
Total Expenses	$ 339,930	$ 335,393	$ 675,323	$ 123,028	$ 139,814	$ 262,842	**$ 938,165**	$ 918,391

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce

Statement of Cash Flows

Year Ended December 31, *(with comparative totals for 2023)*		**Audited 2024**		Reviewed 2023
Cash Flows From Operating Activities				
Change in net assets	**$**	**57,283**	$	52,515
Adjustments to reconcile change in net assets to net change in operating activities:				
Unrealized (gain)/loss on certificate of deposit		**289,530**		(9,821)
Depreciation		**28,785**		30,115
Bad debt expense		**76,171**		69,471
Changes in assets and liabilities:				
Accounts receivable		**(96,111)**		(79,129)
Prepaid expenses		**(386)**		(193)
Accrued expenses		**(783)**		2,302
Deferred revenues		**-**		16,517
Other Liabilities		**(4,150)**		-
Total Adjustments		**293,056**		29,262
Net Change in Operating Activities		**350,339**		81,777
Cash Flows From Investing Activities				
Purchases of certificate of deposit		**(300,000)**		(300,000)
Purchases of property and equipment		**-**		-
Net Change in Investing Activities		**(300,000)**		(300,000)
Cash Flows From Financing Activities				
Payments on note payable		**(141,345)**		(145,876)
Net Change in Financing Activities		**(141,345)**		(145,876)
Net Change in Cash and Cash Equivalents		**(91,006)**		**(364,099)**
Cash and Cash Equivalents, beginning of year		**223,989**		588,088
Cash and Cash Equivalents, end of year	**$**	**132,983**	$	223,989
Supplemental Disclosures:				
Interest paid	**$**	**21,339**	$	16,940
Federal income taxes paid	**$**	**6,613**	$	10,542

The accompanying notes are an integral part of these financial statements.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Greater Tomball Area Chamber of Commerce (the "Chamber") is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber's mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber's diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber's programs that will allow relationships to be formed and sustained through a variety of networking events.

- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber's members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are

released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Certificates of Deposit

The Chamber has a certificate of deposit, bearing interest at 3.00%, maturing January 2025 with an early withdrawal penalty of 360 days of interest. It was renewed again in January 2025 with the same interest rate, maturing January 2026. The total balance of the certificate of deposit at December 31, 2024 and 2023 is $320,289 and $309,821, respectively.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2024 and 2023, the allowance for bad debts was $7,021 in both years.

Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of $500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

Contributed Nonfinancial Assets

Donated goods are recognized at fair value as contributions when an unconditional commitment is received from the donor. The related expense is recognized as the item is used or sold. All donated goods were utilized by the Organization’s programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets. Contributions of services are recognized when services received (a) create or enhance nonfinancial assets or (b) require specialize skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Membership Dues

Membership dues are recognized as revenue ratably over the term of the membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid $6,613 and $10,542 for federal income taxes in the years ended December 31, 2024 and 2023, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2024 and 2023, no uncertain tax positions were identified.

Leases

The Chamber accounts for leases in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 842, *Leases*. Leases are evaluated using the criteria in FASB ASC 842 to determine whether they will be classified as operating leases or finance leases. The Chamber determines if an arrangement is a lease, or contains a lease, at inception of a contract and when terms of an existing contract are

changed. The Chamber determines if an arrangement conveys the right to use an identified asset and whether the Chamber obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. The Chamber recognizes a lease liability and right-of-use (ROU) asset at the commencement date of the lease. The Chamber has elected to not recognize ROU assets and lease liabilities for short-term leases that have an initial lease term of 12 months or less and for leases that management deems immaterial.

Lease liabilities - Lease liabilities are measured based on the present value of future lease payments using the risk-free rate.

Right of use (ROU) assets - ROU assets are recognized at the present value of the lease payments at inception of the lease adjusted, as appropriate, for certain other payments and allowances related to obtaining the lease and placing the asset in service. Lease expense is recognized on a straight-line basis as rent expense in the statement of functional expenses.

Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2024 and 2023 amounted to $11,937 and $26,922, respectively.

NOTE 2 – LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2024, comprise the following:

Financial assets:	
Cash and cash equivalents	$132,986
Certificate of deposit	320,289
Accounts receivable, net	64,847
Financial assets available to meet cash needs for general expenditures within one year	$518,122

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around $70,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

NOTE 3 – CONCENTRATION OF CREDIT RISKS

The Chamber maintains its cash and certificate of deposit balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2024 and 2023, the Chamber had approximately $203,000 and $284,000, respectively, of cash certificate of deposit balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2024 and 2023, property, plant and equipment consisted of the following:

	Audited 2024	Reviewed 2023
Building and improvements	$1,112,383	$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	14,321
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
Total property and equipment, gross	1,307,211	1,307,211
Less: Accumulated depreciation	(510,991)	(482,206)
Total property and equipment, net	$796,220	$825,005

Depreciation expense for the years ended December 31, 2024 and 2023 was $28,785 and $30,115, respectively.

NOTE 5 – RENTAL INCOME

The Chamber generates rental income from leasing its office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and as the risks and reward inherent in the asset are not transferred to the lessee, it has been determined that these leases are operating leases, so these leases have not been capitalized on the statement of financial position:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	$1,506	9/1/2008	10/31/2013	11/1/2013	10/31/2018
				11/1/2023	10/31/2024
	$4,560	11/1/2018	10/31/2023	11/1/2024	10/31/2029
TRHF	$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
	$1,506			11/1/2024	10/31/2025
Envirocon	$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024[1]

For the years ended December 31, 2024 and 2023, rental income was $66,285 and $64,624 respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2025	$ 69,780
2026	$ 54,720
2027	$ 54,720
2028	$ 54,720
2029	$ 45,600
Thereafter	-
Total	$ 279,540

[1] Note that Envirocon continues to lease space at $150 monthly on a month-to-month basis.

NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2024 and 2023, the total rental expense under these leases was $12,862 and $13,694, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as they are immaterial. Future minimum lease payments are as follows:

For the years ending December 31,	
2025	$1,969
2026	656
Thereafter	-
Total	$2,625

NOTE 7 – NOTE PAYABLE

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of $6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of $5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. In December 2023, the interest rate was modified to 7% and the note is due and payable on demand. If demand is not earlier made, the note shall be due and payable in monthly payments of principal and interest of $5,224, commencing on January 10, 2024 through December 10, 2026, when the entire amount remaining unpaid shall be due and payable.

As of December 31, 2024 and 2023, the balance was $240,362 and $381,706, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2025	$240,362
Thereafter	-
Total	$240,362

NOTE 8 – CONCENTRATIONS

For both years ended December 31, 2024 and 2023, approximately fifty percent (50%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2024 and 2023, the Chamber's contributed nonfinancial assets consist of the following:

	Audited 2024	Reviewed 2023
Advertising	$ 2,520	$22,720
Repairs and maintenance	6,600	6,600
Supplies	4,500	4,500
Venues	6,300	6,300
Miscellaneous	3,160	3,348
Total contributed nonfinancial assets	$23,080	$43,468

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 12, 2025, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

GREATER TOMBALL AREA CHAMBER OF COMMERCE
2025 BOARD OF DIRECTORS

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FOR TAX YEAR 2023

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MAGNOLIA, TX 77354

(281)826-4272

Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

****-***5125**

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 **8868-01** income tax return for **Federal** was filed electronically.
   The electronic filing services were provided by **PE CPA PLLC** .

2. [X] **8868-01** income tax return was accepted on **05-10-2024** using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
   The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

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Acknowledgement and General Information for Entities That File Returns Electronically

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number

****-***5125**

Entity address

PO BOX 516

TOMBALL, TX 77377

Thank you for participating in IRS e-file.

1. [X] 2023 **8868-07** income tax return for **Federal** was filed electronically.
   The electronic filing services were provided by **PE CPA PLLC** .

2. [X] **8868-07** income tax return was accepted on **05-10-2024** using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature.
   The submission ID assigned to this return is [redacted] .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

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Form **990**

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning , 2023, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): PO BOX 516
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: TOMBALL, TX 77377

D Employer identification number: [redacted]

E Telephone number: (281)351-7222

G Gross receipts: $ 932,466

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No
If "No," attach a list. See instructions

H(c) Group exemption number

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (6) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: 1965

M State of legal domicile: TX

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	19
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	19
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	4
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	108,943	100,008
9	Program service revenue (Part VIII, line 2g)	608,640	717,843
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,424	12,619
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	93,933	101,996
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	812,940	932,466

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
14	Benefits paid to or for members (Part IX, column (A), line 4)		0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	280,211	371,963
16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
b	Total fundraising expenses (Part IX, column (D), line 25) 0		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	402,021	463,482
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	682,232	835,445
19	Revenue less expenses. Subtract line 18 from line 12	130,708	97,021

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	1,453,306	1,369,105
21	Total liabilities (Part X, line 26)	564,025	421,112
22	Net assets or fund balances. Subtract line 21 from line 20	889,281	947,993

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

BRUCE HILLEGEIST
Signature of officer — Date

BRUCE HILLEGEIST, PRESIDENT
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name: PE CPA PLLC — Firm's EIN:
Firm's address: 32938 TAMINA ROAD STE 202, MAGNOLIA TX 77354 — Phone no. 281-826-4272

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions. Form

EEA

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Part III **Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

THE GREATER TOMBALL AREA CHAMBER OF COMMERCE PROVIDES RESOURCES AND FOSTERS RELATIONSHIPS THAT EMPOWER BUSINESSES TO PROSPER IN TOMBALL AND ITS SURROUNDING COMMUNITIES.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ **Yes** ☒ **No**

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ **835,445** including grants of $) (Revenue $ **932,466**)

THE CHAMBER PROMOTED LOCAL BUSINESS GROWTH AND THE QUALITY OF COMMUNICATION AND LIFE IN THE COMMUNITY THROUGH BUSINESS EDUCATION, ENHANCING COMMUNITY IMAGE, AND DEVELOPING THE LINES OF COMMUNICAITON BETWEEN THE LOCAL BUSINESSES, AND GOVERNMENT. MEMBERSHIP WAS AT 725 BY THE END OF 2016.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses **835,445**

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	**1**		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors*? See instructions.	**2**	X	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I.*	**3**		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	**4**		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III.*	**5**		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	**6**		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	**7**		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	**8**		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV.*	**9**		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	**10**		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	**11a**	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII.*	**11b**		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII.*	**11c**		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	**11d**		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	**11e**	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X.*	**11f**		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	**12a**		X
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	**12b**		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E.*	**13**		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	**14a**		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	**14b**		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	**15**		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	**16**		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	**17**		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	**18**		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	**19**		X
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	**20a**		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	**20b**		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	**21**		X

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Part IV **Checklist of Required Schedules** *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III.*	**22**		**X**
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J.*	**23**		**X**
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.*	**24a**		**X**
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	**24b**		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	**24c**		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	**24d**		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I.*	**25a**		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	**25b**		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II.*	**26**		**X**
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III.*	**27**		**X**
28	Was the organization a party to a business transaction with one of the following parties (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	**28a**		**X**
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	**28b**		**X**
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	**28c**		**X**
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	**29**	**X**	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	**30**		**X**
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	**31**		**X**
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	**32**		**X**
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I.*	**33**		**X**
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	**34**		**X**
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	**35a**		**X**
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	**35b**		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	**36**		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI.*	**37**		**X**
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	**38**	**X**	

Part V **Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	**1a**	**8**		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	**1b**	**0**		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		**1c**	**X**	

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Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	4		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a	X	
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b	X	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		X
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.		13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.		15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.		17		

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Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year	**1a**	**19**		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.				
b	Enter the number of voting members included in line 1a, above, who are independent	**1b**	**19**		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	**2**		X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	**3**			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	**4**			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	**5**			X
6	Did the organization have members or stockholders?	**6**			X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	**7a**			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	**7b**			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	**8a**		X	
b	Each committee with authority to act on behalf of the governing body?	**8b**		X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	**9**			X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	**10a**		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	**10b**		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . .	**11a**	X	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	**12a**	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . .	**12b**	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	**12c**	X	
13	Did the organization have a written whistleblower policy?	**13**	X	
14	Did the organization have a written document retention and destruction policy?	**14**		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	**15a**	X	
b	Other officers or key employees of the organization	**15b**		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	**16a**		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	**16b**		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

BRUCE HILLEGEIST (281)351-7222, PO BOX 516, TOMBALL, TX 77377

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) BRUCE HILLEGEIST PRESIDENT	50.00			X				125,244	0	0
(2) KIM LAURENCE SALSER DIRECTOR	2.00	X						0	0	0
(3) SCOTT MARQUARDT DIRECTOR	2.00	X						0	0	0
(4) URIAH ORTIZ DIRECTOR	2.00	X						0	0	0
(5) DR MARTHA SALAZAR-ZAMORA DIRECTOR	2.00	X						0	0	0
(6) KEITH BARBER DIRECTOR	2.00	X						0	0	0
(7) AL HERRARA DIRECTOR	2.00	X						0	0	0
(8) DAWNA DYSON DIRECTOR	2.00	X						0	0	0
(9) KYLE BERTRAND DIRECTOR	2.00	X						0	0	0
(10) MIKELYN CORKRAN DIRECTOR	2.00	X						0	0	0
(11) RAYMOND FRANCOIS DIRECTOR	2.00	X						0	0	0
(12) JANNA HOGLUND DIRECTOR	2.00	X						0	0	0
(13) KELLY VIOLETTE EX OFFICIO	2.00	X						0	0	0
(14) DYANNA MCCOY EX OFFICIO	2.00	X						0	0	0

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Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) ALLISON MUNDY DIRECTOR	2.00	X						0	0	0
(16) ROB MARMERSTEIN DIRECTOR	2.00	X						0	0	0
(17) CURTIS MORRIS DIRECTOR	2.00	X						0	0	0
(18) LANDON REED DIRECTOR	2.00	X						0	0	0
(19) RENEE LESLIE DIRECTOR	2.00	X						0	0	0
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								125,244	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization **1**

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual* . . .	3	X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual* . . .	4	X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person* . . .	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization

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Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	35,000				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	65,008				
	g Noncash contributions included in lines 1a-1f	1g	$ 29,008				
	h **Total.** Add lines 1a-1f			100,008			
			Business Code				
Program Service Revenue	2a MEMBERSHIP DUES		900099	400,278	400,278		
	b BANQUET		722320	40,016	40,016		
	c GOLF CLASSIC		713990	59,601	59,601		
	d FIRST FRIDAY		722210	41,857	41,857		
	e TOMBALL PAGEANT		711300	33,470	33,470		
	f All other program service revenue		900099	142,621	142,621		
	g **Total.** Add lines 2a-2f			717,843			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			12,619	12,619		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties			22,433	22,433		
			(i) Real / (ii) Personal				
	6a Gross rents	6a	77,010				
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c	77,010				
	d Net rental income or (loss)			77,010	77,010		
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
			Business Code				
Miscellaneous Revenue	11a OTHER REVENUE		511140	2,553	2,553		
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a-11d			2,553			
	12 **Total revenue.** See instructions			932,466	832,458	0	

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Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	125,244	125,244		
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	183,692	183,692		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	37,277	37,277		
10 Payroll taxes	25,750	25,750		
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	21,886	21,886		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	21,067	21,067		
12 Advertising and promotion	26,923	26,923		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	38,464	38,464		
17 Travel	720	720		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	6,433	6,433		
20 Interest	10,164	10,164		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	20,163	20,163		
23 Insurance	2,342	2,342		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a **EQUIPMENT RENTAL AND MAINT**	22,914	22,914		
b **TELEPHONE**	7,015	7,015		
c **BANK AND MERCHANT FEES**	13,534	13,534		
d **SUPPLIES**	5,693	5,693		
e All other expenses	266,164	266,164		
25 **Total functional expenses.** Add lines 1 through 24e	835,445	835,445	0	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X . . . . . ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	48,885	1	51,993
	2	Savings and temporary cash investments	539,203	2	481,817
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	10,098	9	10,291
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 1,307,212			
	b	Less: accumulated depreciation — 10b: 482,208	855,120	10c	825,004
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	1,453,306	16	1,369,105
Liabilities	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties	527,582	23	381,707
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	36,443	25	39,405
	26	**Total liabilities.** Add lines 17 through 25	564,025	26	421,112
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☐ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ☒ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds	889,281	31	947,993
	32	Total net assets or fund balances	889,281	32	947,993
	33	Total liabilities and net assets/fund balances	1,453,306	33	1,369,105

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Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI X

1	Total revenue (must equal Part VIII, column (A), line 12)	1	932,466
2	Total expenses (must equal Part IX, column (A), line 25)	2	835,445
3	Revenue less expenses. Subtract line 2 from line 1	3	97,021
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	889,281
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	(38,309)
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	947,993

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☒ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b		X
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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Form **990-T**

Exempt Organization Business Income Tax Return (and proxy tax under section 6033(e))

OMB No. 1545-0047

2023

For calendar year 2023 or other tax year beginning _____, 2023, and ending _____, 20 ____

Department of the Treasury
Internal Revenue Service

Go to *www.irs.gov/Form990T* for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for 501(c)(3) Organizations Only

A ☐ Check box if address changed.

B Exempt under section
☒ 501(**c**) (**6**)
☐ 408(e) ☐ 220(e)
☐ 408A ☐ 530(a)
☐ 529(a) ☐ 529A

Print or Type

Name of organization (☐ Check box if name changed and see instructions.)
GREATER TOMBALL AREA CHAMBER OF COMMERCE

Number, street, and room or suite no. If a P.O. box, see instructions.
PO BOX 516

City or town, state or province, country, and ZIP or foreign postal code
TOMBALL, TX 77377

C Book value of all assets at end of year **1,369,105**

D Employer identification number
[redacted]

E Group exemption number (see instructions)

F ☐ Check box if an amended return.

G Check organization type ☒ 501(c) corporation ☐ 501(c) trust ☐ 401(a) trust ☐ Other trust ☐ State college/university
☐ 6417 (d)(1)(A) Applicable entity

H Check if filing only to claim ☐ Credit from Form 8941 ☐ Refund shown on Form 2439 ☐ Elective payment amount from Form 3800

I Check if a 501(c)(3) organization filing a consolidated return with a 501(c)(2) titleholding corporation . . . . . ☐

J Enter the number of attached Schedules A (Form 990-T) **1**

K During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? . . . . . ☐ **Yes** ☒ **No**
If "Yes," enter the name and identifying number of the parent corporation

L The books are in care of **BRUCE HILLEGEIST PO BOX 516 TOMBALL TX 77377** Telephone number **(281)351-7222**

Part I Total Unrelated Business Taxable Income

1	Total of unrelated business taxable income computed from all unrelated trades or businesses (see instructions)	1	30,297
2	Reserved	2	
3	Add lines 1 and 2	3	30,297
4	Charitable contributions (see instructions for limitation rules)	4	
5	Total unrelated business taxable income before net operating losses. Subtract line 4 from line 3	5	30,297
6	Deduction for net operating loss. See instructions	6	
7	Total of unrelated business taxable income before specific deduction and section 199A deduction. Subtract line 6 from line 5	7	30,297
8	Specific deduction (generally $1,000, but see instructions for exceptions)	8	1,000
9	**Trusts.** Section 199A deduction. See instructions	9	
10	**Total deductions.** Add lines 8 and 9	10	1,000
11	**Unrelated business taxable income.** Subtract line 10 from line 7. If line 10 is greater than line 7, enter zero	11	29,297

Part II Tax Computation

1	**Organizations taxable as corporations.** Multiply Part I, line 11 by 21% (0.21)	1	6,152
2	**Trusts taxable at trust rates.** See instructions for tax computation. Income tax on the amount on Part I, line 11 from: ☐ Tax rate schedule or ☐ Schedule D (Form 1041)	2	
3	**Proxy tax.** See instructions	3	
4	Other tax amounts. See instructions	4	
5	Alternative minimum tax	5	
6	**Tax on noncompliant facility income.** See instructions	6	
7	**Total.** Add lines 3 through 6 to line 1 or 2, whichever applies	7	6,152

Part III Tax and Payments

1a	Foreign tax credit (corporations attach Form 1118; trusts attach Form 1116)	1a			
b	Other credits (see instructions)	1b			
c	General business credit. Attach Form 3800 (see instructions)	1c			
d	Credit for prior year minimum tax (attach Form 8801 or 8827)	1d			
e	**Total credits.** Add lines 1a through 1d			1e	
2	Subtract line 1e from Part II, line 7			2	6,152
3a	Amount due from Form 4255	3a			
b	Amount due from Form 8611	3b			
c	Amount due from Form 8697	3c			
d	Amount due from Form 8866	3d			
e	Other amounts due (see instructions)	3e			
f	Total amounts due. Add lines 3a through 3e			3f	
4	**Total tax.** Add lines 2 and 3 (see instructions). ☐ Check if includes tax previously deferred under section 1294. Enter tax amount here			4	6,152
5	Current net 965 tax liability paid from Form 965-A, Part II, column (k)			5	

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For Paperwork Reduction Act Notice, see instructions.
EEA

Form 990-T (2023)

Part III Tax and Payments *(continued)*

6a	Payments: Preceding year's overpayment credited to the current year	6a			
b	Current year's estimated tax payments. Check if section 643(g) election applies ☐	6b			
c	Tax deposited with Form 8868	6c	7,600		
d	Foreign organizations: Tax paid or withheld at source (see instructions)	6d			
e	Backup withholding (see instructions)	6e			
f	Credit for small employer health insurance premiums (attach Form 8941)	6f			
g	Elective payment election amount from Form 3800	6g			
h	Payment from Form 2439	6h			
i	Credit from Form 4136	6i			
j	Other (see instructions)	6j			
7	**Total payments.** Add lines 6a through 6J			7	7,600
8	Estimated tax penalty (see instructions). Check if Form 2220 is attached ☐			8	
9	**Tax due.** If line 7 is smaller than the total of lines 4, 5, and 8, enter amount owed			9	
10	**Overpayment.** If line 7 is larger than the total of lines 4, 5, and 8, enter amount overpaid			10	1,448
11	Enter the amount of line 10 you want: **Credited to 2024 estimated tax** 1,448 **Refunded**			11	

Part IV Statements Regarding Certain Activities and Other Information (see instructions)

		Yes	No
1	At any time during the 2023 calendar year, did the organization have an interest in or a signature or other authority over a financial account (bank, securities, or other) in a foreign country? If "Yes," the organization may have to file FinCEN Form 114, Report of Foreign Bank and Financial Accounts. If "Yes," enter the name of the foreign country here		X
2	During the tax year, did the organization receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," see instructions for other forms the organization may have to file.		X
3	Enter the amount of tax-exempt interest received or accrued during the tax year $		
4	Enter available pre-2018 NOL carryovers here $. Do not include any post-2017 NOL carryover shown on Schedule A (Form 990-T). Don't reduce the NOL carryover shown here by any deduction reported on Part I, line 6.		
5	Post-2017 NOL carryovers. Enter the Business Activity Code and available post-2017 NOL carryovers. Don't reduce the amounts shown below by any NOL claimed on any Schedule A, Part II, line 17 for the tax year. See instructions.		

Business Activity Code	Available post-2017 NOL carryover
	$
	$
	$
	$

6a	Reserved for future use		
b	Reserved for future use		

Part V Supplemental Information

Provide any additional information. See instructions.

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Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer	Date	Title
		PRESIDENT

May the IRS discuss this return with the preparer shown below (see instructions)? ☒ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MP ENCALADE CPA	MP ENCALADE CPA	07-30-2024		XXXXXXXXX

Firm's name	PE CPA PLLC	Firm's EIN	[redacted]
Firm's address	32938 TAMINA ROAD STE 202 MAGNOLIA TX 77354	Phone no.	281-826-4272

Schedule B
(Form 990)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or Form 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(**6**) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	N/A N/A	$ 38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	N/A N/A	$ 63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	N/A N/A	$ 6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	N/A N/A	$ 49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	N/A N/A	$ 29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	N/A N/A	$ 12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	N/A N/A	$ 28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	N/A N/A	$ 13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	N/A N/A	$ 7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	N/A N/A	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	N/A N/A	$ 7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	N/A N/A	$ 8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	N/A N/A	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included on line 2a	2c	
d	Number of conservation easements included on line 2c, acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 $ _____

(ii) Assets included in Form 990, Part X $ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 $ _____

b Assets included in Form 990, Part X $

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- **a** ☐ Public exhibition
- **b** ☐ Scholarly research
- **c** ☐ Preservation for future generations
- **d** ☐ Loan or exchange program
- **e** ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . ☐ **Yes** ☐ **No**

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	**1c**	
d Additions during the year	**1d**	
e Distributions during the year	**1e**	
f Ending balance	**1f**	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ **Yes** ☐ **No**

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII . . . ☐

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- **a** Board designated or quasi-endowment _____ %
- **b** Permanent endowment _____ %
- **c** Term endowment _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) Unrelated organizations?	**3a(i)**		
(ii) Related organizations?	**3a(ii)**		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	**3b**		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	58,000	87,000		145,000
b Buildings	354,018	531,026	327,804	557,240
c Leasehold improvements	4,245	211,594	94,119	121,720
d Equipment		31,839	30,795	1,044
e Other STMD1E	11,500	17,990	29,490	
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B)*				825,004

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Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, line 12, col.(B))*		

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, line 13, col. (B))*		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 15 col. (B))*	

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) LAST MONTH RENT	4,150
(3) SECURITY DEPOSIT	4,150
(4) SCHOLARSHIPS	31,105
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, line 25 col. (B))*	39,405

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

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Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	**2a**			
b	Donated services and use of facilities	**2b**			
c	Recoveries of prior year grants	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			**5**	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			**1**	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	**2a**			
b	Prior year adjustments	**2b**			
c	Other losses	**2c**			
d	Other (Describe in Part XIII.)	**2d**			
e	Add lines **2a** through **2d**			**2e**	
3	Subtract line **2e** from line **1**			**3**	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	**4a**			
b	Other (Describe in Part XIII.)	**4b**			
c	Add lines **4a** and **4b**			**4c**	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			**5**	

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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SCHEDULE G (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than $15,000 on Form 990-EZ, line 6a.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- **a** ☐ Mail solicitations
- **b** ☐ Internet and email solicitations
- **c** ☐ Phone solicitations
- **d** ☐ In-person solicitations
- **e** ☐ Solicitation of non-government grants
- **f** ☐ Solicitation of government grants
- **g** ☐ Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ **Yes** ☐ **No**

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least $5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	**(ii)** Activity	**(iii)** Did fundraiser have custody or control of contributions?		**(iv)** Gross receipts from activity	**(v)** Amount paid to (or retained by) fundraiser listed in col. **(i)**	**(vi)** Amount paid to (or retained by) organization
			Yes	**No**			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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Part II **Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than $15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than $5,000.

		(a) Event #1 (event type)	(b) Event #2 (event type)	(c) Other events (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	1 Gross receipts				
	2 Less: Contributions				
	3 Gross income (line 1 minus line 2)				
Direct Expenses	4 Cash prizes				
	5 Noncash prizes				
	6 Rent/facility costs				
	7 Food and beverages				
	8 Entertainment				
	9 Other direct expenses				
	10 Direct expense summary. Add lines 4 through 9 in column (d)				
	11 Net income summary. Subtract line 10 from line 3, column (d)				

Part III **Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than $15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	1 Gross revenue				
Direct Expenses	2 Cash prizes				
	3 Noncash prizes				
	4 Rent/facility costs				
	5 Other direct expenses				
	6 Volunteer labor	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	☐ Yes ____ % ☐ No	
	7 Direct expense summary. Add lines 2 through 5 in column (d)				
	8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____

a Is the organization licensed to conduct gaming activities in each of these states? ☐ **Yes** ☐ **No**

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ **Yes** ☐ **No**

b If "Yes," explain: _____

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SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number

74-1495125

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory				
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (**REPAIRS AND MAI**)	X		6,600	
26	Other (**DUES AND SUBSCR**)	X		225	
27	Other (**MEMBERSHIP MISC**)	X		463	
28	Other (**ADVERTISING**)	X		21,720	

29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement	29	

			Yes	No
30a	During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

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SCHEDULE O (Form 990)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. Attach to Form 990 or Form 990-EZ. Go to *www.irs.gov/Form990* for the latest information.	2023 Open to Public Inspection

Name of the organization	Employer identification number
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

01. Officer, directors, etc. family relationship (Part VI, line 2)

INSURANCE IS PROVIDED TO BOARD MEMBER(S) BY OTHER BOARD MEMBERS

02. Form 990 governing body review (Part VI, line 11)

THE ORGANIZATION'S PROCESS IS TO HAVE FORM 990 REVIEWED BY THE ENTIRE BOARD OF DIRECTORS.

03. Conflict of interest policy compliance (Part VI, line 12c)

OFFICERS AND DIRECTORS ARE REQUIRED TO ANNUALY SIGN A FORM THAT DISCLOSES ANY POTENTIAL CONFLICTS OF INTEREST.

04. CEO, executive director, top management comp (Part VI, line 15a)

COMPENSATION PROCESS FOR TOP OFFICIAL, WHICH IS THE CHAMBER PRESIDENT, IS APPROVED BY THE BOARD OF DIRECTORS AS A PART OF THE BUDGET PROCESS

05. Governing documents, etc, available to public (Part VI, line 19)

THE ORGANIZATION'S GOVERNING DOCUMENTS, CONFLICTS OF INTEREST POLICY, AND FINANCIAL STATEMENTS ARE AVAILABLE TO THE PUBLIC UPON REQUEST.

06. Explanation of other changes in net assets or fund balances (Part XI, line 9)

ADJ TO BRING RETURN INLINE WITH CASH BOOKS

07. List of other expenses (Part IX, line 24e)

COLLECTION EXPENSES, HEALTH COMMITTEE, FIRST FRIDAY, NETWORKING BREAKFAST, WOMENS COMMITTEE, DUES AND SUBSCRIPTIONS, EMPLOYEE DEVELOPMENT, POSTAGE, INCOME TAX, TOMBALL LEADERSHIP DAY, BANQUET, GOLF CLASSIC, TOMBALL NIGHT, HOLIDAY PARADE, MISS TOMBALL

Client Copy

Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

PAGEANT, SCHOLARSHIP EXPENSES.

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Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990 - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	578

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	18,940
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	19,518
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

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Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization

(Including Information on Listed Property)

Attach to your tax return.

Go to *www.irs.gov/Form4562* for instructions and the latest information.

OMB No. 1545-0172

2023

Attachment Sequence No. **179**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
GREATER TOMBALL AREA CHAMBER OF	FORM 990T - 1	74-1495125

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2022 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12	Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13	Carryover of disallowed deduction to 2024. Add lines 9 and 10, less line 12	13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (**Don't** include listed property. See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	9,953

Part III MACRS Depreciation (**Don't** include listed property. See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2023	17	
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ☐		

Section B - Assets Placed in Service During 2023 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only-see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C - Assets Placed in Service During 2023 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	30-year			30 yrs.	MM	S/L	
d	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations - see instructions	22	9,953
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Client Copy

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Name of filer

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

EIN or SSN

74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	☐	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b		
2a	**Form 990-EZ** check here	☐	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b		
3a	**Form 1120-POL** check here	☐	b	**Total tax** (Form 1120-POL, line 22)	3b		
4a	**Form 990-PF** check here	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b		
5a	**Form 8868** check here	☐	b	**Balance due** (Form 8868, line 3c)	5b		
6a	**Form 990-T** check here	☒	b	**Total tax** (Form 990-T, Part III, line 4)	6b		6,152
7a	**Form 4720** check here	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b		
8a	**Form 5227** check here	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b		
9a	**Form 5330** check here	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b		
10a	**Form 8038-CP** check here	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b		

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Client Copy

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

Form **8879-TE**

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2023, or fiscal year beginning , 2023, and ending , 20

Department of the Treasury
Internal Revenue Service

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2023

Name of filer	EIN or SSN
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC	74-1495125

Name and title of officer or person subject to tax

BRUCE HILLEGEIST, PRESIDENT

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	X	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	932,466
2a	**Form 990-EZ** check here		b	**Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here		b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here		b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here		b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here		b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here		b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here		b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here		b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here		b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **PE CPA PLLC** to enter my PIN **95125** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date **06-24-2024**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

799164 68510

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date **07-30-2024**

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

For Privacy Act and Paperwork Reduction Act Notice, see the instructions. Form **8879-TE** (2023)

EEA

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T SCHEDULE A PART V - LINE 3B OTHER DEDUCTIONS

Statement #13

Form 990-T Schedule A: OFFICE RENTAL

Property: OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

DESCRIPTION	AMOUNT
INTEREST	6,776
INSURANCE	3,186
TAXES	6,318
REPAIRS	6,121
CLEANING	3,842
ELECTRICITY	4,981
TOTAL	31,224

FOR YOUR RECORDS ONLY

PG01

FORM 990 - SCHEDULE D - PART VI - LINE 1E INVESTMENTS - OTHER

STATEMENT #D1E

DESCRIPTION OF INVESTMENT	COST/BASIS (INVESTMENT)	COST/BASIS (OTHER)	DEPR	BOOK VALUE
BUILDOUT	11,500	0	11,294	206
FURNITURE	0	17,990	18,196	(206)
TOTAL	11,500	17,990	29,490	0

Client Copy

Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Tax ID Number: 74-1495125

990-T Schedule A Part V - Dual-use Debt-financed Property Statement **Statement #14**

Form 990-T Schedule A: OFFICE RENTAL

Property Discription	Avg. of Acquisition indebtedness	Percent allocable to debt-financed property	Avg. acquisition debt on debt-financed property	Adjusted basis	Percent Allocable to debt-financed debt-financed property	Adjusted basis allocable to debt-financed property
OFFICE RENTAL	135,916	100.000000%	135,916	154,611	100.000000%	154,611

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Name(s) as shown on return: GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

FEIN: 74-1495125

OTHER

Description	Amount
COLLECTION EXPENSES	$ 8,094
CONTRACTOR	66,448
DUES	4,869
EMPLOYEE DEVELOPMENT	12,264
FIRST FRIDAY	37,020
GOLF CLASSIC	19,868
HEALTH COMMITTEE	11,046
HOLIDAY PARADE	25,726
INCOME TAX	10,542
NETWORKING BREAKFAST	1,617
POSTAGE	2,889
TOMBALL NIGHT	10,555
TOMBALL PAGEANT	14,541
WOMENS COMMITTEE	15,748
BANQUET	12,562
TOMBALL PAGEANT SCHOLARSHIPS	10,000
TOMBALL LEADERSHIP DAY	2,375
Total:	**$ 266,164**

FORM 990-T - SCH E - LN 4 - AVERAGE ACQUISITION DEBT1

Description	Amount
AVERAGE ACQUISITION DEBT	$ 135,916
Total:	**$ 135,916**

FORM 990-T - SCH E - LN 5 - AVERAGE ADJUSTED BASIS

Description	Amount
AVERAGE BASIS	$ 154,611
Total:	**$ 154,611**

Client Copy

Estimated Tax Worksheet on Unrelated Business Taxable Income for Tax-Exempt Organizations

(and on Investment Income for Private Foundations)

(This page is not filed with the return. It is for your records only.)

2024

1	Unrelated business taxable income expected in the tax year	1	
2	**Tax on the amount on line 1.** See instructions for tax computation	2	6,152
3	Alternative minimum tax for trusts. See instructions	3	
4	Total. Add lines 2 and 3	4	6,152
5	Estimated tax credits. See instructions	5	
6	Subtract line 5 from line 4	6	6,152
7	Other taxes. See instructions	7	
8	Total. Add lines 6 and 7	8	6,152
9	Credit for federal tax paid on fuels. See instructions	9	
10a	Subtract line 9 from line 8. **Note:** If less than $500, the organization is not required to make estimated tax payments. Private foundations, see instructions — 10a: 6,152		
b	Enter the tax shown on the 2023 return. See instructions. **Caution:** If zero or the tax year was for less than 12 months, skip this line and enter the amount from line 10a on line 10c — 10b: 6,152		
c	**2024 Estimated Tax.** Enter the smaller of line 10a or line 10b. If the organization is required to skip line 10b, enter the amount from line 10a on line 10c	10c	6,152

		(a)	(b)	(c)	(d)
11	**Installment due dates**. See instructions	04-15-2024	06-17-2024	09-16-2024	12-16-2024
12	**Required installments.** Enter 25% of line 10c in columns **(a)** through **(d).** But see instructions if the organization uses the annualized income installment method, the adjusted seasonal installment method, or is a "large organization."	1,538	1,538	1,538	1,538
13	**2023 Overpayment.** See instructions	362	362	362	362
14	**Payment due** (Subtract line 13 from line 12)	1,176	1,176	1,176	1,176

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	CITY OF TOMBALL 401 MARKET STREET TOMBALL TX 77375	38,394	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	HEALTH FOUNDATION 29201 QUINN RD STE A TOMBALL TX 77375	63,750	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	ENVIROCON TERMITE & PEST, INC 23306 ROBERTS CEMETERY HOCKLEY TX 77447	6,800	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	HCA HOUSTON HEATLHCARE TOMBALL 605 HOLDERRIETH TOMBALL TX 77375	49,425	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	TOMBALL ECONOMIC DEVELOPMENT CORP PO BOX 820 TOMBALL TX 77377	29,937	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	SOUTHCOMM PUBLISHING CO. 7766 EWING BLVD., SUITE 200 FLORENCE KY 41042	12,433	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	HOUSTON METHODIST WILLOWBROOK HOSPI 18220 SH 249 HOUSTON TX 77070	28,945	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	ALOHA NAILS & SPA 701 E MAIN STE 125B TOMBALL TX 77375	13,350	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	SHELL FEDERAL CREDIT UNION 6232 FM 2920 SPRING TX 77379	7,050	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	MEMORIAL HERMAN THE WOODLANDS 9250 PINECROFT DR SPRING TX 77380	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	COMMUNITY MATTERS INC PO BOX 5900 FRISCO TX 75035	10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	KLEIN FUNERAL HOMES & MEMORIAL PARK 16131 CHAMPION FOREST SPRING TX 77379	7,150	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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For Paperwork Reduction Act Notice, see instructions.
EEA

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Do not send to IRS. Retain this form for your records.

2023

Name of organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Employer identification number
74-1495125

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	TWFG INSURANCE SERVICES 722 W MAIN TOMBALL TX 77375	8,625	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
14	RSC RIVERSIDE CONSTRUCTION 210 SPRING CREEK TRAIL SPRING TX 77373	5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
			Person [ ] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

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For Paperwork Reduction Act Notice, see instructions.
EEA

* Item is included in UBIA
for Section 199A calculations.
See "UBIA" in lower right corner.

Depreciation Detail Listing

Program Services

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
1	COMPUTER & SERVER EQU	10-14-2013	15,503		100.00			15,503	5		0	15,503		15,503	
2	BUILDING - QUINN ROAD	09-30-2008	531,026		100.00			531,026	39	SL MM	2.564	190,968	13,616	204,584	
3	IMPROVEMENTS	10-31-2008	203,369		100.00			203,369	39	SL MM	2.564	76,434	5,214	81,648	
4	A/C UNIT	03-27-2012	4,300		100.00			4,300	39	SL MM	2.564	1,245	110	1,355	
5	LAND	10-31-2008	145,000	145,000	100.00			0	0		0				
9	2017 LAPTOP	12-05-2017	851		100.00			851	5		0	851		851	
10	PHONE SYSTEM	09-04-2001	6,976		100.00			6,976	7		0	6,974		6,974	
11	FURNITURE	11-01-2008	17,990		100.00			17,990	7		0	18,196		18,196	
12	QUINN BLDG IMPROVEMEN	12-01-2012	3,925		100.00			3,925	39		2.564	1,067	101	1,168	
13	2019 PHONE SYSTEM	01-31-2019	6,126		100.00			6,126	3		0	5,207		5,207	
14	2020 COMPUTER	03-15-2020	1,165		100.00			1,165	5	SL HY	20	583	233	816	
15	2022 COMPUTER	09-22-2022	1,219		100.00			1,219	5	SL HY	20	122	244	366	
	Totals		937,450					792,450				317,150	19,518	336,668	

Land Amount
Net Depreciable Cost 937,450

CY 179 and CY Bonus
TOTAL CY Depr including 179/bonus 19,518

ST ADJ:

Client Copy

* Item is included in UBIA for Section 199A calculations. See "UBIA" in lower right corner.

Depreciation Detail Listing

990 T

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return

GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

Social security number/EIN

74-1495125

No.	Description	Date	Cost	Basis Adjustment	Business percentage	Section 179	Bonus depreciation	Depreciable Basis	Life	Method	Rate	Prior Depreciation	Current Depreciation	Accumulated Depreciation	AMT Current
6	BUILDING (RENTAL PORT	09-30-2008	354,018		100.00			354,018	39	SL MM	2.564	127,310	9,077	136,387	
7	BUILDOUT - TOMBALL RE	12-01-2012	11,500		100.00			11,500	15	SL MQ	6.667	5,235	767	6,002	
8	A/C UNIT (RENTAL)	06-27-2014	4,245		100.00			4,245	39	SL MM	2.564	3,886	109	3,995	
	Totals		369,763					369,763				136,431	9,953	146,384	

Land Amount

Net Depreciable Cost 369,763

CY 179 and CY Bonus

TOTAL CY Depr including 179/bonus 9,953

ST ADJ:

Client Copy

Next Year's Depreciation Worksheet

(This page is not filed with the return. It is for your records only.)

2023

Name(s) as shown on return: **GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC**

Tax ID Number: **74-1495125**

Form	Multi-Form	Description	Date	Basis	Method	Life	Deduction
PRG	1	COMPUTER & SERVER EQUIPM	10-14-2013	15,503		5	
PRG	1	BUILDING - QUINN ROAD	09-30-2008	531,026	SL MM	39	13,616
PRG	1	IMPROVEMENTS	10-31-2008	203,369	SL MM	39	5,215
PRG	1	A/C UNIT	03-27-2012	4,300	SL MM	39	110
PRG	1	LAND	10-31-2008			0	
T	1	BUILDING (RENTAL PORTION	09-30-2008	354,018	SL MM	39	9,077
T	1	BUILDOUT - TOMBALL REG H	12-01-2012	11,500	SL MQ	15	767
T	1	A/C UNIT (RENTAL)	06-27-2014	4,245	SL MM	39	109
PRG	1	2017 LAPTOP	12-05-2017	851		5	
PRG	1	PHONE SYSTEM	09-04-2001	6,976		7	
PRG	1	FURNITURE	11-01-2008	17,990		7	
PRG	1	QUINN BLDG IMPROVEMENTS	12-01-2012	3,925	SL MM	39	101
PRG	1	2019 PHONE SYSTEM	01-31-2019	6,126		3	
PRG	1	2020 COMPUTER	03-15-2020	1,165	SL HY	5	233
PRG	1	2022 COMPUTER	09-22-2022	1,219	SL HY	5	244
		TOTAL					29,472

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SCHEDULE A (Form 990-T)

Department of the Treasury
Internal Revenue Service

Unrelated Business Taxable Income From an Unrelated Trade or Business

Go to *www.irs.gov/Form990T* for instructions and the latest information.

Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

OMB No. 1545-0047

2023

Open to Public Inspection for 501(c)(3) Organizations Only

A Name of the organization
GREATER TOMBALL AREA CHAMBER OF COMMERCE, INC

B Employer identification number
74-1495125

C Unrelated business activity code (see instructions) **531190**

D Sequence: **1** of **1**

E Describe the unrelated trade or business **OFFICE RENTAL**

Part I	**Unrelated Trade or Business Income**		(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales				
b	Less returns and allowances **c** Balance	1c			
2	Cost of goods sold (Part III, line 8)	2			
3	Gross profit. Subtract line 2 from line 1c	3			
4a	Capital gain net income (attach Schedule D (Form 1041 or Form 1120)). See instructions	4a			
b	Net gain (loss) (Form 4797) (attach Form 4797). See instructions	4b			
c	Capital loss deduction for trusts	4c			
5	Income (loss) from a partnership or an S corporation (attach statement)	5			
6	Rent income (Part IV)	6			
7	Unrelated debt-financed income (Part V)	7	67,698	27,448	40,250
8	Interest, annuities, royalties, and rents from a controlled organization (Part VI)	8			
9	Investment income of section 501(c)(7), (9), or (17) organizations (Part VII)	9			
10	Exploited exempt activity income (Part VIII)	10			
11	Advertising income (Part IX)	11			
12	Other income (see instructions; attach statement)	12			
13	**Total.** Combine lines 3 through 12	13	67,698	27,448	40,250

Part II	**Deductions Not Taken Elsewhere.** See instructions for limitations on deductions. Deductions must be directly connected with the unrelated business income.				
1	Compensation of officers, directors, and trustees (Part X)			1	
2	Salaries and wages			2	
3	Repairs and maintenance			3	
4	Bad debts			4	
5	Interest (attach statement). See instructions			5	
6	Taxes and licenses			6	
7	Depreciation (attach Form 4562). See instructions	7	9,953		
8	Less depreciation claimed in Part III and elsewhere on return	8a		8b	9,953
9	Depletion			9	
10	Contributions to deferred compensation plans			10	
11	Employee benefit programs			11	
12	Excess exempt expenses (Part VIII)			12	
13	Excess readership costs (Part IX)			13	
14	Other deductions (attach statement)			14	
15	**Total deductions.** Add lines 1 through 14			15	9,953
16	Unrelated business income before net operating loss deduction. Subtract line 15 from Part I, line 13, column (C)			16	30,297
17	Deduction for net operating loss. See instructions			17	
18	**Unrelated business taxable income.** Subtract line 17 from line 16			18	30,297

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Part III Cost of Goods Sold

Enter method of inventory valuation

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach statement)	4	
5	Other costs (attach statement)	5	
6	**Total.** Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	**Cost of goods sold.** Subtract line 7 from line 6. Enter here and in Part I, line 2	8	
9	Do the rules of section 263A (with respect to property produced or acquired for resale) apply to the organization?	☐ Yes	☐ No

Part IV Rent Income (From Real Property and Personal Property Leased with Real Property)

1 Description of property (property street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Rent received or accrued				
a	From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)				
b	From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)				
c	Total rents received or accrued by property. Add lines 2a and 2b, columns A through D				

3 Total rents received or accrued. Add line 2c, columns A through D. Enter here and on Part I, line 6, column (A)

		A	B	C	D
4	Deductions directly connected with the income in lines 2a and 2b (attach statement)				

5 **Total deductions.** Add line 4, columns A through D. Enter here and on Part I, line 6, column (B)

Part V Unrelated Debt-Financed Income (see instructions)

1 Description of debt-financed property (street address, city, state, ZIP code). Check if a dual-use. See instructions.

A ☐ OFFICE RENTAL, Address: 29201 QUINN RD TOMBALL TX 77375

B ☐

C ☐

D ☐

		A	B	C	D
2	Gross income from or allocable to debt-financed property	77,010			
3	Deductions directly connected with or allocable to debt-financed property				
a	Straight line depreciation (attach statement)				
b	Other deductions (attach statement) Statement #13	31,224			
c	Total deductions (add lines 3a and 3b, columns A through D)	31,224			
4	Amount of average acquisition debt on or allocable to debt-financed property (attach statement) Statement #14	135,916			
5	Average adjusted basis of or allocable to debt-financed property (attach statement) Statement #14	154,611			
6	Divide line 4 by line 5	87.90800 %	%	%	%
7	Gross income reportable. Multiply line 2 by line 6	67,698			

8 **Total gross income** (add line 7, columns A through D). Enter here and on Part I, line 7, column (A) 67,698

9	Allocable deductions. Multiply line 3c by line 6	27,448			

10 **Total allocable deductions.** Add line 9, columns A through D. Enter here and on Part I, line 7, column (B) 27,448

11 **Total dividends - received deductions** included in line 10

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Part VI Interest, Annuities, Royalties, and Rents from Controlled Organizations (see instructions)

1. Name of controlled organization	2. Employer identification number	Exempt Controlled Organizations: 3. Net unrelated income (loss) (see instructions)	4. Total of specified payments made	5. Part of column 4 that is included in the controlling organization's gross income	6. Deductions directly connected with income in column 5
(1)					
(2)					
(3)					
(4)					

Nonexempt Controlled Organizations

7. Taxable income	8. Net unrelated income (loss) (see instructions)	9. Total of specified payments made	10. Part of column 9 that is included in the controlling organization's gross income	11. Deductions directly connected with income in column 10
(1)				
(2)				
(3)				
(4)				
			Add columns 5 and 10. Enter here and on Part I, line 8, column (A).	Add columns 6 and 11. Enter here and on Part I, line 8, column (B).
Totals				

Part VII Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

1. Description of income	2. Amount of income	3. Deductions directly connected (attach statement)	4. Set-asides (attach statement)	5. Total deductions and set-asides (add columns 3 and 4)
(1)				
(2)				
(3)				
(4)				
	Add amounts in column 2. Enter here and on Part I, line 9, column (A).			Add amounts in column 5. Enter here and on Part I, line 9, column (B).
Totals				

Part VIII Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

1	Description of exploited activity:		
2	Gross unrelated business income from trade or business. Enter here and on Part I, line 10, column (A)	2	
3	Expenses directly connected with production of unrelated business income. Enter here and on Part I, line 10, column (B)	3	
4	Net income (loss) from unrelated trade or business. Subtract line 3 from line 2. If a gain, complete lines 5 through 7	4	
5	Gross income from activity that is not unrelated business income	5	
6	Expenses attributable to income entered on line 5	6	
7	Excess exempt expenses. Subtract line 5 from line 6, but do not enter more than the amount on line 4. Enter here and on Part II, line 12	7	

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Part IX Advertising Income

1 Name(s) of periodical(s). Check box if reporting two or more periodicals on a consolidated basis.

A ☐ _____

B ☐ _____

C ☐ _____

D ☐ _____

Enter amounts for each periodical listed above in the corresponding column.

		A	B	C	D
2	Gross advertising income				
a	Add columns A through D. Enter here and on Part I, line 11, column (A)				
3	Direct advertising costs by periodical				
a	Add columns A through D. Enter here and on Part I, line 11, column (B)				
4	Advertising gain (loss). Subtract line 3 from line 2. For any column in line 4 showing a gain, complete lines 5 through 8. For any column in line 4 showing a loss or zero, do not complete lines 5 through 7, and enter -0- on line 8				
5	Readership costs				
6	Circulation income				
7	Excess readership costs. If line 6 is less than line 5, subtract line 6 from line 5. If line 5 is less than line 6, enter -0-				
8	Excess readership costs allowed as a deduction. For each column showing a gain on line 4, enter the lesser of line 4 or line 7				
a	Add line 8, columns A through D. Enter the greater of the line 8a columns total or -0- here and on Part II, line 13				

Part X Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	**2.** Title	**3.** Percentage of time devoted to business	**4.** Compensation attributable to unrelated business
(1)		%	
(2)		%	
(3)		%	
(4)		%	
Total. Enter here and on Part II, line 1			

Part XI Supplemental Information (see instructions)

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Heritage Festival.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Heritage Festival.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $80,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/09/25 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: Tomball Sister City

Street Address: PO BOX 1131

City: Tomball State: TX Zip Code: 77377

Contact Name: Craig Bogner

Role with Organization/Business: GM- Tomball German Festivals

Phone Number: 832-715-6291 Email: Craig@Tomballgermanfest.org

Type of Organization/Business ☐ Private/For Profit ☒ Non-Profit

Purpose of Organization/Business:

To keep the German culture and Heritage of Tomball.
Support a Exchange student program from our sister city program

Section II: Event/Program Information

Event/Program Name: Tomball German Heritage Festival

Date(s) of Event/Program: March 27,28,29 2026

Location of Event/Program (Provide the address or a general location):

100,200,300,400 Blocks of Market Street

Website for Event/Program: Tomballgermanfest.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

25 Years

Provide a detailed description of the event/program.

3 Day German Festival. 4 Music Stages, 150 + vendors, carnival, Kids area.
Free Admission, parking and shuttle for all.
To promote Tomball German Heritage and to bring visitors to Tomball.

Estimated Local Attendees at Event/Program: 40K

Estimated Out of Town Attendees at Event/Program: 20K

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 80,000
Total operating budget for event/program.	$ 248,692
Percent of event/program to be funded by grant.	32 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$ 30K

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

22,000 Payroll, 30,000 Advertising 90,000 for Generators, light towers, Pot a cans&Buses

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [x] Radio
- [x] Television
- [x] Brochures
- [x] Social Media
- [x] Newspaper
- [x] Online/Digital Ads
- [ ] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

All Hotels will have a link on website. Vendors hotel link during the application process

How will you measure the impact of your event on local overnight accommodations?

The city has Meeting with Hotels. The hotels that come most give a room count the days.

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☐ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☑ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☐ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

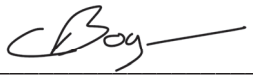
4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: 

Applicant Printed Name: Craig Bogner

Date of Application: 6/18/25

Tomball Sister City Organization, Inc.
P. O. Box 1131, Tomball, TX 77377
AS OF 9/26/20024

Officers and Board of Directors

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2027
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2027
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	gradsand@yahoo.com	2027
Craig Bogner Treasurer, General Manager 31226 Antonia Lane Tomball, Texas 77375	832-715-6291	craigbogner@gmail.com craig@tomballgermanfest.org	2026
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	amyamason@yahoo.com	2025
Alicia Engleke 31214 Alice Lane Tomball, Texas 77375	713-857-8146	alicia.eichhorn@att.net	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	larry.sonja@sbcglobal.net	2027
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	wesleyjburke.com	2026
Nora Stovall, Secetary 307 Florence Street Tomball, Texas 77375	281-541-1449	norastovall@sbcglobal.net	2026
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	shama_go14@yahoo.com	2027
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	mjbarnett76@yahoo.com	2025
Dennis Wilkins 12515 Fort Isabella Drive Tomball, Texas 77375	713-447-1930	Dennis@thewwtech.com	2025

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
Interest	-143.30
Rewards	3,958.42
TGCM Income	$80,000.00
Festival	76,606.86
Sponsors	20,000.00
Vendors	153,455.36
Total for TGCM Income	**$330,062.22**
TGHF Income	$80,000.00
Festival	69,800.00
Sponsors	20,000.00
Vendors	83,572.40
Total for TGHF Income	**$253,372.40**
Uncategorized Income	1,000.00
Total for Income	**$588,249.74**
Cost of Goods Sold	
Gross Profit	**$588,249.74**
Expenses	
Accounting	4,500.00
Administration	$3,099.32
Auto	$865.95
Fuel	1,851.67
Vehicle Insurance	2,370.38
Total for Auto	**$5,088.00**
Bank Charges	924.95
Donations	1,783.84
Dues and Subscriptions	3,805.22
Insurance	6,309.48
Internet	2,323.91
Meals	5,633.96
Postage	293.35
Sister City Visit	$92.63
Food	950.82
Travel	16,547.21
Total for Sister City Visit	**$17,590.66**
Storage	1,300.00
Telephone	3,573.07
Tolls	144.23
Website	766.25
Total for Administration	**$52,636.24**

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Bookkeeping	1,150.00
Exchange Students - Expenses	$2,817.56
Meals and Entertainment	2,072.22
Travel	5.00
Total for Exchange Students - Expenses	**$4,894.78**
Heritage Dinner	3,139.83
Hospitality Events	$1,422.54
Meals	1,508.54
Total for Hospitality Events	**$2,931.08**
Interest Paid	312.86
Payroll	0
Payroll Service Fee	2,322.08
Payroll Tax Expenses	3,867.04
Salary and Wages	50,550.04
Workers Compensation	238.99
Total for Payroll	**$56,978.15**
Taxes	3,051.78
TGCM Expenses	$8,609.16
Advertising	$12,785.00
Buttonstar	247.15
Community Impace	9,043.23
Das Fenster	600.00
Kulp Radio	152.00
Kwik Kopy	3,645.46
Photography	1,545.61
The Rural Connection	284.50
Tomball Chamber	117.30
Total for Advertising	**$28,420.25**
Distributors	$90,843.89
Buses	9,120.25
Porta Potties	4,800.00
Total for Distributors	**$104,764.14**
Entertainment	$1,885.00
Entertainers	54,075.00
Hotels	6,872.58
Total for Entertainment	**$62,832.58**
Hospitality	$1,289.80
Meals	1,109.20
Total for Hospitality	**$2,399.00**
Insurance	1,296.98
Security	5,120.00

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Volunteers	1,734.06
Total for TGCM Expenses	**$215,176.17**
TGHF Expenses	$3,052.94
Advertising	$10,452.63
Button Star	381.13
Community Impact	8,696.25
Houston Chronicle	10,825.00
Kwik Kopy	36.79
Photography	1,292.75
Tomball Chamber	1,390.00
Total for Advertising	**$33,074.55**
Distributors	$25,549.32
Buses	8,341.90
Porta Potties	4,800.00
Total for Distributors	**$38,691.22**
Entertainment	$45,225.00
Entertainers	13,050.00
Hotels	5,997.42
Total for Entertainment	**$64,272.42**
Equipment Rental	63,986.58
Hospitality	$1,543.40
Meals	940.88
Total for Hospitality	**$2,484.28**
Security	4,640.00
Total for TGHF Expenses	**$210,201.99**
Uncategorized Expense	1,095.00
Total for Expenses	**$556,067.88**
Net Operating Income	**$32,181.86**
Other Income	
Other Expenses	
Net Other Income	**0**
Net Income	**$32,181.86**

Statement of Financial Position

The Tomball Sister Cities Organization

As of September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Amegy Checking (main) - 1450	
Amegy Checking (SPONSOR)- 6566	
Amegy Payroll Account - 7769	
Amegy - Savings Acct - 3263	14,046.27
Forst Checking 0899 - Payroll	10,484.51
Forst Checking 0910 - Savings	6,000.00
Frost Checking (0398)	170,106.74
Frost Checking 0902 - Sponsors	5,656.75
Total for Bank Accounts	**$206,294.27**
Accounts Receivable	
Other Current Assets	
Other receivables	
Total for Other Current Assets	**0**
Total for Current Assets	**$206,294.27**
Fixed Assets	
Accummulated Depreciation	-6,756.00
Computer	3,357.09
Trailer	8,248.00
Total for Fixed Assets	**$4,849.09**
Other Assets	
Total for Assets	**$211,143.36**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	
Total for Accounts Payable	**0**
Credit Cards	
Amy CC	3,515.15
Craig CC	6,222.20
Sandra CC	107.80
Tomball Sister City CC	
VISA 5071	
Visa 7970	-107.14
Visa 8630	153.35

Statement of Financial Position

The Tomball Sister Cities Organization

As of September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	**$9,891.36**
Other Current Liabilities	
Exchange Student Fund Balance	8,134.32
Payroll Liability	
Total for Other Current Liabilities	**$8,134.32**
Total for Current Liabilities	**$18,025.68**
Long-term Liabilities	
Total for Liabilities	**$18,025.68**
Equity	
Retained Earnings	158,485.82
Net Income	32,181.86
Opening Bal Equity	2,450.00
Total for Equity	**$193,117.68**
Total for Liabilities and Equity	**$211,143.36**

Company name: The Tomball Sister Cities Organization

Budget name: Budget of expenditures for grant funds.

Budget type: Profit and loss

Period: FY 2025 (Oct 2024 - Sep 2025)

Consolidated

Accounts	Budget totals
Income	
Uncategorized Income	
Billable Expense Income	
Exchange Students - Income	
Donations	
Total Exchange Students - Income	**$0.00**
Interest	
Markup	
Rewards	
Sales of Product Income	
TGCM Income	
Festival	
Sponsors	
Vendors	
Total TGCM Income	**$0.00**
TGHF Income	
Festival	
Sponsors	
Vendors	
Total TGHF Income	**$0.00**
Total Income	**$0.00**
Cost of Goods Sold	
Cost of Goods Sold	
Total Cost of Goods Sold	
Expense	
Reconciliation Discrepancies	
Accounting	
Administration	
Auto	
Fuel	
Taxes/Registration	
Vehicle Insurance	
Total Auto	**$0.00**
Bank Charges	
Credit Card Fees	
Total Bank Charges	**$0.00**
Donations	
Dues and Subscriptions	
Insurance	
Internet	
Meals	
Postage	
Préventive Maintenance	
Sister City Visit	
Food	
Travel	
Total Sister City Visit	**$0.00**
Storage	
Telephone	
Tolls	
Travel	

Accounts	Budget totals
Website	
Total Administration	**$0.00**
Bookkeeping	
Deprecation	
Equipment	
Van	
Maintenance	
Total Van	**$0.00**
Total Equipment	**$0.00**
Exchange Students - Expenses	
Insurance	
Meals and Entertainment	
Travel	
Total Exchange Students - Expenses	**$0.00**
Heritage Dinner	
Hospitality Events	
Meals	
Total Hospitality Events	**$0.00**
Interest Paid	
Payroll	$0.00
Payroll Service Fee	
Payroll Tax Expenses	
Salary and Wages	
Workers Compensation	
Total Payroll	**$0.00**
Purchases	
Repairs	
Taxes	
TGCM Expenses	$0.00
Advertising	$35000.00
Buttonstar	
Champions	
Community Impace	
Das Fenster	
Horsebay	
Houston Chronicle	
Kulp Radio	
Kwik Kopy	
Neighborhood Publishing	
Photography	
Polka	
Star Montrose	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Total Advertising	**$35000.00**
Distributors	$37000.00
Buses	
Porta Potties	
Total Distributors	**$37000.00**
Entertainment	
Entertainers	
Hotels	
Total Entertainment	**$0.00**
Hospitality	
Meals	

Accounts	Budget totals
Total Hospitality	**$0.00**
Insurance	
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGCM Expenses	**$80000.00**
TGHF Expenses	$0.00
Advertising	$35000.00
American Classifieds	
Blanco County News	
Button Star	
Community Impact	
Das Fenster	
Hello Woodlands	
Horshoebay	
Houston Chronicle	
Houston Livestock Show & Rodeo	
KStar	
Kulp Radio	
Kwik Kopy	
Neighborhood Publication	
Photography	
Polka	
Printing Materials	
ButtonStar	
FastSigns	
Total Printing Materials	**$0.00**
SP Merchandise	
Star Montrose	
Team	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Zoogee World	
Total Advertising	**$35000.00**
Distributors	$37000.00
Buses	
Porta Potties	
Total Distributors	**$37000.00**
Entertainment	
Entertainers	
Hotels	
Total Entertainment	**$0.00**
Equipment Rental	
Hospitality	
Meals	
Total Hospitality	**$0.00**
Insurance	
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGHF Expenses	**$80000.00**
Unapplied Cash Bill Payment Expense	
Uncategorized Expense	

Accounts	Budget totals
Total Expense	**$160000.00**
Other Income	
Other Expense	
Reconciliation Discrepancies-1	
Total Other Expense	
Total Net Income	**$-160000.00**

Friday, June 20, 2025 at 1:17 PM CDT

Company name: The Tomball Sister Cities Organization

Budget name: Budget_FY24_P&L_1

Budget type: Profit and loss

Period: FY 2025 (Oct 2024 - Sep 2025)

Consolidated

Accounts	Budget totals
Income	
Uncategorized Income	
Billable Expense Income	
Exchange Students - Income	
Donations	
Total Exchange Students - Income	**$0.00**
Interest	
Markup	
Rewards	
Sales of Product Income	
TGCM Income	$80000.00
Festival	$60000.00
Sponsors	$20000.00
Vendors	$100000.00
Total TGCM Income	**$260000.00**
TGHF Income	$80000.00
Festival	$60000.00
Sponsors	$20000.00
Vendors	$100000.00
Total TGHF Income	**$260000.00**
Total Income	**$520000.00**
Cost of Goods Sold	
Cost of Goods Sold	
Total Cost of Goods Sold	
Expense	
Reconciliation Discrepancies	
Accounting	
Administration	
Auto	
Fuel	
Taxes/Registration	
Vehicle Insurance	
Total Auto	**$0.00**
Bank Charges	
Credit Card Fees	
Total Bank Charges	**$0.00**
Donations	
Dues and Subscriptions	
Insurance	
Internet	
Meals	
Postage	
Préventive Maintenance	
Sister City Visit	
Food	
Travel	
Total Sister City Visit	**$0.00**
Storage	
Telephone	
Tolls	
Travel	

Accounts	Budget totals
Website	
Total Administration	**$0.00**
Bookkeeping	
Deprecation	
Equipment	
Van	
Maintenance	
Total Van	**$0.00**
Total Equipment	**$0.00**
Exchange Students - Expenses	
Insurance	
Meals and Entertainment	
Travel	
Total Exchange Students - Expenses	**$0.00**
Heritage Dinner	
Hospitality Events	
Meals	
Total Hospitality Events	**$0.00**
Interest Paid	
Payroll	$0.00
Payroll Service Fee	$2000.00
Payroll Tax Expenses	$4000.00
Salary and Wages	$49000.00
Workers Compensation	$237.00
Total Payroll	**$55237.00**
Purchases	
Repairs	
Taxes	
TGCM Expenses	$0.00
Advertising	$35000.00
Buttonstar	
Champions	
Community Impace	
Das Fenster	
Horsebay	
Houston Chronicle	
Kulp Radio	
Kwik Kopy	
Neighborhood Publishing	
Photography	$3500.00
Polka	
Star Montrose	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Total Advertising	**$38500.00**
Distributors	$90000.00
Buses	
Porta Potties	
Total Distributors	**$90000.00**
Entertainment	$80000.00
Entertainers	
Hotels	
Total Entertainment	**$80000.00**
Hospitality	
Meals	

Accounts	Budget totals
Total Hospitality	**$0.00**
Insurance	$4500.00
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGCM Expenses	**$221000.00**
TGHF Expenses	$0.00
Advertising	$35000.00
American Classifieds	
Blanco County News	
Button Star	
Community Impact	
Das Fenster	
Hello Woodlands	
Horshoebay	
Houston Chronicle	
Houston Livestock Show & Rodeo	
KStar	
Kulp Radio	
Kwik Kopy	
Neighborhood Publication	
Photography	
Polka	
Printing Materials	
ButtonStar	
FastSigns	
Total Printing Materials	**$0.00**
SP Merchandise	
Star Montrose	
Team	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Zoogee World	
Total Advertising	**$35000.00**
Distributors	$90000.00
Buses	
Porta Potties	
Total Distributors	**$90000.00**
Entertainment	$80000.00
Entertainers	
Hotels	
Total Entertainment	**$80000.00**
Equipment Rental	
Hospitality	$1700.00
Meals	
Total Hospitality	**$1700.00**
Insurance	$4500.00
Security	$8000.00
Volunteers	$1300.00
Snacks	
Total Volunteers	**$1300.00**
Total TGHF Expenses	**$220500.00**
Unapplied Cash Bill Payment Expense	
Uncategorized Expense	

Accounts	Budget totals
Total Expense	**$496737.00**
Other Income	
Other Expense	
Reconciliation Discrepancies-1	
Total Other Expense	
Total Net Income	**$23263.00**

Thursday, June 19, 2025 at 3:31 PM CDT

The Tomball Sister City Organization

Independent Accountants' Review Report and
Financial Statements for the Fiscal Year Ended September 30, 2024
(with comparative totals for 2023)

Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

Tipton & Company LLC
134 Vintage Park Blvd. Ste. A #106
Houston, TX 77070
www.nonprofitacctg.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
The Tomball Sister City Organization
Tomball, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously reviewed The Tomball Sister City Organization's 2023 financial statements dated May 23, 2024. The summarized comparative information presented herein as of and for the year ended September 30, 2023, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company
Certified Public Accountants
Houston, Texas

December 27, 2024

The Tomball Sister City Organization

Statement of Financial Position

As of September 30, *(with comparative totals for 2023)*		**2024**		2023
Assets				
Cash and cash equivalents	**$**	**226,287**	$	215,218
Property and equipment, net		**2,597**		3,723
Total Assets	**$**	**228,884**	$	218,941
Liabilities and Net Assets				
Liabilities				
Deferred revenue	**$**	**47,440**	$	40,125
Accrued expenses		**18,025**		10,754
Total Liabilities		**65,465**		50,879
Net Assets				
Without donor restriction		**163,419**		168,062
Total Net Assets		**163,419**		168,062
Total Liabilities and Net Assets	**$**	**228,884**	$	218,941

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Activities

Year ended September 30, *(with comparative totals for 2023)*	**2024 Total**	2023 Total
Without Donor Restrictions		
Public Support and Revenues		
Public Support		
Tomball German Heritage Festival grant	**$ 80,000**	$ 80,000
Tomball German Christmas Market grant	**80,000**	80,000
Revenue		
Tomball German Heritage Festival sponsorship and fees	**173,372**	183,202
Tomball German Christmas Market sponsorship and fees	**214,363**	161,058
Other income	**4,816**	268
Total Public Support and Revenues	**552,551**	504,528
Expenses		
Program Activities		
Tomball German Heritage Festival	**220,151**	211,373
Tomball German Christmas Market	**214,202**	212,337
Total Program Activities	**434,353**	423,710
Supporting Activities		
Management and general	**81,283**	61,065
Fundraising	**41,558**	47,883
Total Supporting Activities	**122,841**	108,948
Total Expenses	**557,194**	532,658
Change in Net Assets	**(4,643)**	(28,130)
Net Assets, Beginning of Year	**168,062**	196,192
Net Assets, End of Year	**$ 163,419**	$ 168,062

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Functional Expenses

Year ended September 30, (with comparative totals for 2023)	Program Activities			Supporting Activities				
	Tomball German Heritage Festival	Tomball Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities	**2024 Total**	2023 Total
Salaries and related expenses								
Salaries and wages	$ 12,638	$ 12,638	$ 25,276	$ 15,165	$ 10,110	$ 25,275	**$ 50,551**	$ 49,884
Payroll taxes	967	967	1,934	1,160	773	1,933	**3,867**	3,967
Employee benefits	60	60	120	72	48	120	**240**	231
Total salaries and related expenses	13,665	13,665	27,330	16,397	10,931	27,328	**54,658**	54,082
Other Expenses								
Advertising	15,356	16,586	31,942	-	29,553	29,553	**61,495**	73,210
Auto	-	-	-	2,717	-	2,717	**2,717**	1,454
Depreciation	-	-	-	1,126	-	1,126	**1,126**	1,126
Distributors	104,764	38,691	143,455	-	-	-	**143,455**	199,491
Donations	-	-	-	1,784	-	1,784	**1,784**	3,861
Dues	-	-	-	3,805	-	3,805	**3,805**	5,257
Equipment rental	-	63,987	63,987	-	-	-	**63,987**	-
Exchange students	5,480	5,480	10,960	-	-	-	**10,960**	7,718
Hospitality	2,399	2,484	4,883	-	-	-	**4,883**	3,186
Insurance	1,297	-	1,297	8,680	-	8,680	**9,977**	7,670
Interest	-	-	-	313	-	313	**313**	-
Maintenance	-	-	-	-	-	-	**-**	2,023
Miscellaneous	-	-	-	7,793	-	7,793	**7,793**	3,295
Postage	-	-	-	293	-	293	**293**	235
Professional fees	-	-	-	4,500	-	4,500	**4,500**	5,000
Security	5,120	4,640	9,760	-	-	-	**9,760**	7,000
Service fees	580	581	1,161	1,621	464	2,085	**3,246**	2,222
Storage	-	-	-	1,300	-	1,300	**1,300**	1,246
Supplies	6,160	3,053	9,213	-	-	-	**9,213**	11,762
Taxes	763	763	1,526	917	610	1,527	**3,053**	403
Travel and entertainment	64,567	64,272	128,839	23,374	-	23,374	**152,213**	134,419
Utilities	-	-	-	5,897	-	5,897	**5,897**	6,143
Volunteers	-	-	-	-	-	-	**-**	683
Website	-	-	-	766	-	766	**766**	1,172
Total Other Expenses	206,486	200,537	407,023	64,886	30,627	95,513	**502,536**	478,576
Total Expenses	$ 220,151	$ 214,202	$ 434,353	$ 81,283	$ 41,558	$ 122,841	**$ 557,194**	$ 532,658

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Cash Flows

Year ended September 30, *(with comparative totals for 2023)*	**2024**	2023
Cash Flows from Operating Activities		
Change in Net Assets	**$ (4,643)**	$ (28,130)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation expense	**1,126**	1,126
Change in operating assets and liabilities:		
Deferred revenue	**7,315**	(8,127)
Accrued expenses	**7,271**	(5,343)
Total Adjustments	**15,712**	(12,344)
Net Change from Operating Activities	**11,069**	(40,474)
Net Change in Cash and Cash Equivalents	**11,069**	(40,474)
Cash and Cash Equivalents, beginning of year	**215,218**	255,692
Cash and Cash Equivalents, end of year	**$ 226,287**	$ 215,218

See accompanying notes and independent accountants' review report.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Heritage Festival* – traditionally held in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.
- *Tomball German Christmas Market* – traditionally held in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.

Basis of Accounting – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Property and Equipment – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of $2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

Grants – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

Contributed Nonfinancial Assets – Contributed nonfinancial assets are recognized as contributions at fair value when an unconditional commitment is received from the donor. The related expense is recognized as the item is used. Contributed services are recognized as support at their estimated fair value only when the services received create or enhance nonfinancial assets or require specialized skills possessed by the individuals providing the service, and the service would typically need to be purchased if not donated.

Deferred Revenue – Fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once the Christmas Market is held.

Revenue Recognition – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Functional Allocation of Expense – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

Income Taxes – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated

business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

Advertising – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2024 and 2023 was $61,495 and $73,210, respectively.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2024, are comprised of cash and cash equivalents amounting to $226,287.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival revenue. The Organization has a goal to maintain financial assets on hand to meet two festivals' operating expenses, which are, on average, approximately $100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At September 30, 2024 and 2023, the Organization had no uninsured balances.

For the year ended September 30, 2024, one grantor accounted for twenty-seven percent (27%) of total public support and revenue. For the year ended September 30, 2023, one grantor accounted for thirty-one percent (31%) of total public support and revenue.

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants and negatively impact festival revenues.

NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2024 and 2023, property and equipment consist of the following:

	2024	2023
Computers	$3,357	$3,357
Trailers	8,248	8,248
Subtotal property and equipment	11,605	11,605
Less: accumulated depreciation	(9,008)	(7,882)
Total property and equipment, net	$2,597	$3,723

Depreciation expense for the years ended September 30, 2024 and 2023 was $1,126 in both years.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 27, 2024, the date the financial statements were available to be issued. No additional events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Consideration of the application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Christmas Market.

Background:

Application for FY 2025-2026 Hotel Occupancy Tax Funds for the German Christmas Market.

Origination: Marketing and Finance

Recommendation:

The TAC Committee voted to proceed with the consideration of this application in the amount of $80,000.00.

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: ## 240.240.6356

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

Signed: Bragg Farmer 10/08/25 **Approved by:** _____
Staff Member Date City Manager Date

Company name: The Tomball Sister Cities Organization

Budget name: Budget of expenditures for grant funds.

Budget type: Profit and loss

Period: FY 2025 (Oct 2024 - Sep 2025)

Consolidated

Accounts	Budget totals
Income	
Uncategorized Income	
Billable Expense Income	
Exchange Students - Income	
Donations	
Total Exchange Students - Income	**$0.00**
Interest	
Markup	
Rewards	
Sales of Product Income	
TGCM Income	
Festival	
Sponsors	
Vendors	
Total TGCM Income	**$0.00**
TGHF Income	
Festival	
Sponsors	
Vendors	
Total TGHF Income	**$0.00**
Total Income	**$0.00**
Cost of Goods Sold	
Cost of Goods Sold	
Total Cost of Goods Sold	
Expense	
Reconciliation Discrepancies	
Accounting	
Administration	
Auto	
Fuel	
Taxes/Registration	
Vehicle Insurance	
Total Auto	**$0.00**
Bank Charges	
Credit Card Fees	
Total Bank Charges	**$0.00**
Donations	
Dues and Subscriptions	
Insurance	
Internet	
Meals	
Postage	
Préventive Maintenance	
Sister City Visit	
Food	
Travel	
Total Sister City Visit	**$0.00**
Storage	
Telephone	
Tolls	
Travel	

Accounts	Budget totals
Website	
Total Administration	**$0.00**
Bookkeeping	
Deprecation	
Equipment	
Van	
Maintenance	
Total Van	**$0.00**
Total Equipment	**$0.00**
Exchange Students - Expenses	
Insurance	
Meals and Entertainment	
Travel	
Total Exchange Students - Expenses	**$0.00**
Heritage Dinner	
Hospitality Events	
Meals	
Total Hospitality Events	**$0.00**
Interest Paid	
Payroll	$0.00
Payroll Service Fee	
Payroll Tax Expenses	
Salary and Wages	
Workers Compensation	
Total Payroll	**$0.00**
Purchases	
Repairs	
Taxes	
TGCM Expenses	$0.00
Advertising	$35000.00
Buttonstar	
Champions	
Community Impace	
Das Fenster	
Horsebay	
Houston Chronicle	
Kulp Radio	
Kwik Kopy	
Neighborhood Publishing	
Photography	
Polka	
Star Montrose	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Total Advertising	**$35000.00**
Distributors	$37000.00
Buses	
Porta Potties	
Total Distributors	**$37000.00**
Entertainment	
Entertainers	
Hotels	
Total Entertainment	**$0.00**
Hospitality	
Meals	

Accounts	Budget totals
Total Hospitality	**$0.00**
Insurance	
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGCM Expenses	**$80000.00**
TGHF Expenses	$0.00
Advertising	$35000.00
American Classifieds	
Blanco County News	
Button Star	
Community Impact	
Das Fenster	
Hello Woodlands	
Horshoebay	
Houston Chronicle	
Houston Livestock Show & Rodeo	
KStar	
Kulp Radio	
Kwik Kopy	
Neighborhood Publication	
Photography	
Polka	
Printing Materials	
ButtonStar	
FastSigns	
Total Printing Materials	**$0.00**
SP Merchandise	
Star Montrose	
Team	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Zoogee World	
Total Advertising	**$35000.00**
Distributors	$37000.00
Buses	
Porta Potties	
Total Distributors	**$37000.00**
Entertainment	
Entertainers	
Hotels	
Total Entertainment	**$0.00**
Equipment Rental	
Hospitality	
Meals	
Total Hospitality	**$0.00**
Insurance	
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGHF Expenses	**$80000.00**
Unapplied Cash Bill Payment Expense	
Uncategorized Expense	

Accounts	Budget totals
Total Expense	**$160000.00**
Other Income	
Other Expense	
Reconciliation Discrepancies-1	
Total Other Expense	
Total Net Income	**$-160000.00**

Friday, June 20, 2025 at 1:17 PM CDT

Tomball Sister City Organization, Inc.
P. O. Box 1131, Tomball, TX 77377
AS OF 9/26/20024

Officers and Board of Directors

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2027
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2027
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	gradsand@yahoo.com	2027
Craig Bogner Treasurer, General Manager 31226 Antonia Lane Tomball, Texas 77375	832-715-6291	craigbogner@gmail.com craig@tomballgermanfest.org	2026
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	amyamason@yahoo.com	2025
Alicia Engleke 31214 Alice Lane Tomball, Texas 77375	713-857-8146	alicia.eichhorn@att.net	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	larry.sonja@sbcglobal.net	2027
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	wesleyjburke.com	2026
Nora Stovall, Secetary 307 Florence Street Tomball, Texas 77375	281-541-1449	norastovall@sbcglobal.net	2026
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	shama_go14@yahoo.com	2027
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	mjbarnett76@yahoo.com	2025
Dennis Wilkins 12515 Fort Isabella Drive Tomball, Texas 77375	713-447-1930	Dennis@thewwtech.com	2025

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026

Introduction
Through the adoption of a municipal hotel occupancy tax, the City of Tomball is responsible for promoting tourism and the hotel industry in compliance with the State of Texas Hotel Occupancy Code; Chapter 351, Subchapter B – Use and Allocation of Revenue. The City has the authority to use local hotel funds tax funds in a variety of methods, including the granting of funds to support local events and organizations.

Eligible Uses for Hotel Occupancy Tax Funds
The revenue derived from the municipal hotel occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. The following are eligible uses for Tomball's HOT funds:

1. The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. Historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums that:
    a. Are at or in the immediate vicinity of convention center facilities or visitor information centers; or
    b. Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. The day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs ONLY if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above;
7. Signage directing the public to sights and attractions that are visited frequently by hotel guests in the municipality.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. Tourism is defined as the guidance or management of tourists.

City Policy

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event or program that qualifies as an authorized use of funds as listed above must complete the "Application for Use of Hotel Occupancy Tax" as part of the annual grant application process. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to approved grantee organizations on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting Requirements

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis.

Expenditure or Quarterly Reports shall be submitted as follows:

BY MAIL OR IN-PERSON
City of Tomball
ATTN: Director of Finance
501 James Street
Tomball, TX 77375

VIA EMAIL
Finance@tomballtx.gov

City of Tomball
Hotel Occupancy Tax Grant Program
Funding Year: October 1, 2025 through September 30, 2026
Application for Use of Hotel Occupancy Tax

The City of Tomball is accepting applications for Hotel Occupancy Tax Grants for the funding period of **October 1, 2025 through September 30, 2026**.

The deadline to submit an application is 5:00 p.m., Friday, June 27, 2025.

Completed applications must be submitted to the City of Tomball by the application deadline. Applications can be submitted via email to Finance@tomballtx.gov or in-person/by mail to the City of Tomball Finance Department, 501 James St., Tomball, TX 77375. Mailed applications must be received by the City before the deadline to be considered.

For additional information or questions, please contact Perla Carrasco at (281) 290-1420 or PCarrasco@tomballtx.gov.

Section I: Organization Information

Name of Organization/Business: Tomball Sister City

Street Address: PO BOX 1131

City: Tomball State: Tx Zip Code: 77377

Contact Name: Craig Bogner

Role with Organization/Business: GM- Tomball German Festivals

Phone Number: 832-715-6291 Email: Craig@Tomballgermanfest.org

Type of Organization/Business ☐ Private/For Profit ■ Non-Profit

Purpose of Organization/Business:

To keep the German culture and Heritage of Tomball.
Support a Exchange student program from our sister city program.

Section II: Event/Program Information

Event/Program Name: Tomball German Christmas Market

Date(s) of Event/Program: December 12,13 &14 2025

Location of Event/Program (Provide the address or a general location):

100,200,300,400 Blocks of Market street

Website for Event/Program: Tomballgermanfest.org

Is this a new event/program? ☐ Yes ☑ No

If this is not a new event/program, how long has the event/program operated?

16Years

Provide a detailed description of the event/program.

3 Day German Festival. 4 Music Stages, 150 + vendors, carnival, Kids area.
Free Admission, parking and shuttle for all.
To promote Tomball German Heritage and Christmas and to bring visitors to Tomball

Estimated Local Attendees at Event/Program: 40 K

Estimated Out of Town Attendees at Event/Program: 20K

Section III: Funding/Expenditure Information

Amount of grant funding requested for event/program.	$ 80,000
Total operating budget for event/program.	$ 248,692
Percent of event/program to be funded by grant.	32 %
Total funding dedicated to advertising or promotion of the event/program, including both grant funded and non-grant funded expenditures.	$ 30000

Provide a detailed description of how grant funds will be used if approved (additional pages can be added if necessary).

22,000 Payroll, 30,000 Advertising 90,000 for Generators, light towers, Pot a cans&Buses

Please indicate all promotion/advertising efforts your organization will use to alert visitors to the event/project/program.

- [x] Paid Advertising
- [x] Radio
- [x] Television
- [x] Brochures
- [x] Social Media
- [x] Newspaper
- [x] Online/Digital Ads
- [x] Press Release
- [ ] Other (please specify) _____

Provide a description of how you intend to advertise or promote your event/program to gain overnight stays in Tomball.

All Hotels will have a link on website. Vendors hotel link during the application process.

How will you measure the impact of your event on local overnight accommodations?

The city has Meeting with Hotels. The hotels that come most give a room count the days.

Section IV: Certification of Approved Use of HOT Funds

All requested HOT Fund grants/expenditures must meet both parts of the statutory Hotel Occupancy Tax Test. This means that all grant expenditures must 1) directly enhance and promote tourism and directly promote overnight hotel stays AND 2) fall within one of the statutorily approved expenditure categories.

1. **Does your event/program expenditure pass "Part One" of the statutory Hotel Occupancy Tax test listed below?**

Part One Test: Expenditure directly enhances and promotes tourism in Tomball and directly promotes the overnight accommodation industry in Tomball by increasing overnight stays.

☑ YES, the event/program expenditure meets the Part One test.
☐ NO, the event/program expenditure does not meet the Part One test.

2. **Does your event/program expenditure pass "Part Two" of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one or more of the following categories?**

Select all categories that apply:

☐ Establishment, improvement, or maintenance of a convention or visitor center.
☐ Administrative cost for facilitating convention registration.
☑ Advertising, solicitations, and promotions that attract tourists or convention delegates.
☐ Encouragement, promotion, improvement, and application of the arts.
☐ Historical restoration or preservation programs.
☐ Signage directing tourists to attractions visited by hotel guests.
☐ None of the above.

Section V: Required Supplemental Information

To complete the grant application, the following additional documents are required:

1. Itemized budget of expenditures for grant funds.
2. Organization's most recent annual budget.
3. Organization's most recent financial statements. **Audited financial statements must be provided for any grant request exceeding $100,000.**
    a. Financial statements should include the organization's balance sheet and income statement for the most recently completed fiscal year.
4. List of Board of Directors/Event Committee with contact information.
5. IRS Form W-9 (only required if the correct W-9 is not already on file with the City of Tomball).
6. Any other information that supports the grant request.

Section VI: Acknowledgements and Signature

1. Applicant has read all information provided as part of this application packet and understands and will comply with all provisions herein.

2. Applicant is authorized by the associated business/organization to submit this grant application for the event/program described herein.

3. Applicant intends to use the grant for the event/program that has been applied for and will communicate with the City of Tomball immediately if any changes in the event/program occur.

4. Applicant will abide by all relevant local, state, and federal laws and regulations regarding the use of Hotel Occupancy Taxes.

5. Applicant will use grant funds to directly enhance and promote tourism and the hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.

6. Applicant understands that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.

7. Applicant acknowledges that if grant funds are awarded, the event/program organizers agree to allow the financials of the event/program to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

8. All required supplemental information is attached to this grant application.

Applicant Signature: _____

Applicant Printed Name: Craig Bogner

Date of Application: 6/18/2025

Company name: The Tomball Sister Cities Organization

Budget name: Budget_FY24_P&L_1

Budget type: Profit and loss

Period: FY 2025 (Oct 2024 - Sep 2025)

Consolidated

Accounts	Budget totals
Income	
Uncategorized Income	
Billable Expense Income	
Exchange Students - Income	
Donations	
Total Exchange Students - Income	**$0.00**
Interest	
Markup	
Rewards	
Sales of Product Income	
TGCM Income	$80000.00
Festival	$60000.00
Sponsors	$20000.00
Vendors	$100000.00
Total TGCM Income	**$260000.00**
TGHF Income	$80000.00
Festival	$60000.00
Sponsors	$20000.00
Vendors	$100000.00
Total TGHF Income	**$260000.00**
Total Income	**$520000.00**
Cost of Goods Sold	
Cost of Goods Sold	
Total Cost of Goods Sold	
Expense	
Reconciliation Discrepancies	
Accounting	
Administration	
Auto	
Fuel	
Taxes/Registration	
Vehicle Insurance	
Total Auto	**$0.00**
Bank Charges	
Credit Card Fees	
Total Bank Charges	**$0.00**
Donations	
Dues and Subscriptions	
Insurance	
Internet	
Meals	
Postage	
Préventive Maintenance	
Sister City Visit	
Food	
Travel	
Total Sister City Visit	**$0.00**
Storage	
Telephone	
Tolls	
Travel	

Accounts	Budget totals
Website	
Total Administration	**$0.00**
Bookkeeping	
Deprecation	
Equipment	
Van	
Maintenance	
Total Van	**$0.00**
Total Equipment	**$0.00**
Exchange Students - Expenses	
Insurance	
Meals and Entertainment	
Travel	
Total Exchange Students - Expenses	**$0.00**
Heritage Dinner	
Hospitality Events	
Meals	
Total Hospitality Events	**$0.00**
Interest Paid	
Payroll	$0.00
Payroll Service Fee	$2000.00
Payroll Tax Expenses	$4000.00
Salary and Wages	$49000.00
Workers Compensation	$237.00
Total Payroll	**$55237.00**
Purchases	
Repairs	
Taxes	
TGCM Expenses	$0.00
Advertising	$35000.00
Buttonstar	
Champions	
Community Impace	
Das Fenster	
Horsebay	
Houston Chronicle	
Kulp Radio	
Kwik Kopy	
Neighborhood Publishing	
Photography	$3500.00
Polka	
Star Montrose	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Total Advertising	**$38500.00**
Distributors	$90000.00
Buses	
Porta Potties	
Total Distributors	**$90000.00**
Entertainment	$80000.00
Entertainers	
Hotels	
Total Entertainment	**$80000.00**
Hospitality	
Meals	

Accounts	Budget totals
Total Hospitality	**$0.00**
Insurance	$4500.00
Security	$8000.00
Volunteers	
Snacks	
Total Volunteers	**$0.00**
Total TGCM Expenses	**$221000.00**
TGHF Expenses	$0.00
Advertising	$35000.00
American Classifieds	
Blanco County News	
Button Star	
Community Impact	
Das Fenster	
Hello Woodlands	
Horshoebay	
Houston Chronicle	
Houston Livestock Show & Rodeo	
KStar	
Kulp Radio	
Kwik Kopy	
Neighborhood Publication	
Photography	
Polka	
Printing Materials	
ButtonStar	
FastSigns	
Total Printing Materials	**$0.00**
SP Merchandise	
Star Montrose	
Team	
The Rural Connection	
Tomball Chamber	
Townsquare Publications	
Zoogee World	
Total Advertising	**$35000.00**
Distributors	$90000.00
Buses	
Porta Potties	
Total Distributors	**$90000.00**
Entertainment	$80000.00
Entertainers	
Hotels	
Total Entertainment	**$80000.00**
Equipment Rental	
Hospitality	$1700.00
Meals	
Total Hospitality	**$1700.00**
Insurance	$4500.00
Security	$8000.00
Volunteers	$1300.00
Snacks	
Total Volunteers	**$1300.00**
Total TGHF Expenses	**$220500.00**
Unapplied Cash Bill Payment Expense	
Uncategorized Expense	

Accounts	Budget totals
Total Expense	**$496737.00**
Other Income	
Other Expense	
Reconciliation Discrepancies-1	
Total Other Expense	
Total Net Income	**$23263.00**

Thursday, June 19, 2025 at 3:31 PM CDT

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
Interest	-143.30
Rewards	3,958.42
TGCM Income	$80,000.00
Festival	76,606.86
Sponsors	20,000.00
Vendors	153,455.36
Total for TGCM Income	**$330,062.22**
TGHF Income	$80,000.00
Festival	69,800.00
Sponsors	20,000.00
Vendors	83,572.40
Total for TGHF Income	**$253,372.40**
Uncategorized Income	1,000.00
Total for Income	**$588,249.74**
Cost of Goods Sold	
Gross Profit	**$588,249.74**
Expenses	
Accounting	4,500.00
Administration	$3,099.32
Auto	$865.95
Fuel	1,851.67
Vehicle Insurance	2,370.38
Total for Auto	**$5,088.00**
Bank Charges	924.95
Donations	1,783.84
Dues and Subscriptions	3,805.22
Insurance	6,309.48
Internet	2,323.91
Meals	5,633.96
Postage	293.35
Sister City Visit	$92.63
Food	950.82
Travel	16,547.21
Total for Sister City Visit	**$17,590.66**
Storage	1,300.00
Telephone	3,573.07
Tolls	144.23
Website	766.25
Total for Administration	**$52,636.24**

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Bookkeeping	1,150.00
Exchange Students - Expenses	$2,817.56
Meals and Entertainment	2,072.22
Travel	5.00
Total for Exchange Students - Expenses	**$4,894.78**
Heritage Dinner	3,139.83
Hospitality Events	$1,422.54
Meals	1,508.54
Total for Hospitality Events	**$2,931.08**
Interest Paid	312.86
Payroll	0
Payroll Service Fee	2,322.08
Payroll Tax Expenses	3,867.04
Salary and Wages	50,550.04
Workers Compensation	238.99
Total for Payroll	**$56,978.15**
Taxes	3,051.78
TGCM Expenses	$8,609.16
Advertising	$12,785.00
Buttonstar	247.15
Community Impace	9,043.23
Das Fenster	600.00
Kulp Radio	152.00
Kwik Kopy	3,645.46
Photography	1,545.61
The Rural Connection	284.50
Tomball Chamber	117.30
Total for Advertising	**$28,420.25**
Distributors	$90,843.89
Buses	9,120.25
Porta Potties	4,800.00
Total for Distributors	**$104,764.14**
Entertainment	$1,885.00
Entertainers	54,075.00
Hotels	6,872.58
Total for Entertainment	**$62,832.58**
Hospitality	$1,289.80
Meals	1,109.20
Total for Hospitality	**$2,399.00**
Insurance	1,296.98
Security	5,120.00

Statement of Activity

The Tomball Sister Cities Organization

October 1, 2023-September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Volunteers	1,734.06
Total for TGCM Expenses	**$215,176.17**
TGHF Expenses	$3,052.94
Advertising	$10,452.63
Button Star	381.13
Community Impact	8,696.25
Houston Chronicle	10,825.00
Kwik Kopy	36.79
Photography	1,292.75
Tomball Chamber	1,390.00
Total for Advertising	**$33,074.55**
Distributors	$25,549.32
Buses	8,341.90
Porta Potties	4,800.00
Total for Distributors	**$38,691.22**
Entertainment	$45,225.00
Entertainers	13,050.00
Hotels	5,997.42
Total for Entertainment	**$64,272.42**
Equipment Rental	63,986.58
Hospitality	$1,543.40
Meals	940.88
Total for Hospitality	**$2,484.28**
Security	4,640.00
Total for TGHF Expenses	**$210,201.99**
Uncategorized Expense	1,095.00
Total for Expenses	**$556,067.88**
Net Operating Income	**$32,181.86**
Other Income	
Other Expenses	
Net Other Income	**0**
Net Income	**$32,181.86**

Statement of Financial Position

The Tomball Sister Cities Organization

As of September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
Amegy Checking (main) - 1450	
Amegy Checking (SPONSOR)- 6566	
Amegy Payroll Account - 7769	
Amegy - Savings Acct - 3263	14,046.27
Forst Checking 0899 - Payroll	10,484.51
Forst Checking 0910 - Savings	6,000.00
Frost Checking (0398)	170,106.74
Frost Checking 0902 - Sponsors	5,656.75
Total for Bank Accounts	**$206,294.27**
Accounts Receivable	
Other Current Assets	
Other receivables	
Total for Other Current Assets	**0**
Total for Current Assets	**$206,294.27**
Fixed Assets	
Accummulated Depreciation	-6,756.00
Computer	3,357.09
Trailer	8,248.00
Total for Fixed Assets	**$4,849.09**
Other Assets	
Total for Assets	**$211,143.36**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	
Total for Accounts Payable	**0**
Credit Cards	
Amy CC	3,515.15
Craig CC	6,222.20
Sandra CC	107.80
Tomball Sister City CC	
VISA 5071	
Visa 7970	-107.14
Visa 8630	153.35

Statement of Financial Position

The Tomball Sister Cities Organization

As of September 30, 2024

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	**$9,891.36**
Other Current Liabilities	
Exchange Student Fund Balance	8,134.32
Payroll Liability	
Total for Other Current Liabilities	**$8,134.32**
Total for Current Liabilities	**$18,025.68**
Long-term Liabilities	
Total for Liabilities	**$18,025.68**
Equity	
Retained Earnings	158,485.82
Net Income	32,181.86
Opening Bal Equity	2,450.00
Total for Equity	**$193,117.68**
Total for Liabilities and Equity	**$211,143.36**

The Tomball Sister City Organization

Independent Accountants' Review Report and
Financial Statements for the Fiscal Year Ended September 30, 2024
(with comparative totals for 2023)

Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

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Tipton & Company
CERTIFIED PUBLIC ACCOUNTANTS

Tipton & Company LLC
134 Vintage Park Blvd. Ste. A #106
Houston, TX 77070
www.nonprofitacctg.com

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors of
The Tomball Sister City Organization
Tomball, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously reviewed The Tomball Sister City Organization's 2023 financial statements dated May 23, 2024. The summarized comparative information presented herein as of and for the year ended September 30, 2023, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

Tipton & Company LLC

Tipton & Company
Certified Public Accountants
Houston, Texas

December 27, 2024

The Tomball Sister City Organization

Statement of Financial Position

As of September 30, *(with comparative totals for 2023)*		**2024**		2023
Assets				
Cash and cash equivalents	**$**	**226,287**	$	215,218
Property and equipment, net		**2,597**		3,723
Total Assets	**$**	**228,884**	$	218,941
Liabilities and Net Assets				
Liabilities				
Deferred revenue	**$**	**47,440**	$	40,125
Accrued expenses		**18,025**		10,754
Total Liabilities		**65,465**		50,879
Net Assets				
Without donor restriction		**163,419**		168,062
Total Net Assets		**163,419**		168,062
Total Liabilities and Net Assets	**$**	**228,884**	$	218,941

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Activities

Year ended September 30, *(with comparative totals for 2023)*	2024 Total	2023 Total
Without Donor Restrictions		
Public Support and Revenues		
Public Support		
Tomball German Heritage Festival grant	**$ 80,000**	$ 80,000
Tomball German Christmas Market grant	**80,000**	80,000
Revenue		
Tomball German Heritage Festival sponsorship and fees	**173,372**	183,202
Tomball German Christmas Market sponsorship and fees	**214,363**	161,058
Other income	**4,816**	268
Total Public Support and Revenues	**552,551**	504,528
Expenses		
Program Activities		
Tomball German Heritage Festival	**220,151**	211,373
Tomball German Christmas Market	**214,202**	212,337
Total Program Activities	**434,353**	423,710
Supporting Activities		
Management and general	**81,283**	61,065
Fundraising	**41,558**	47,883
Total Supporting Activities	**122,841**	108,948
Total Expenses	**557,194**	532,658
Change in Net Assets	**(4,643)**	(28,130)
Net Assets, Beginning of Year	**168,062**	196,192
Net Assets, End of Year	**$ 163,419**	$ 168,062

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Functional Expenses

Year ended September 30, (with comparative totals for 2023)	Program Activities			Supporting Activities				
	Tomball German Heritage Festival	Tomball Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities	**2024 Total**	2023 Total
Salaries and related expenses								
Salaries and wages	$ 12,638	$ 12,638	$ 25,276	$ 15,165	$ 10,110	$ 25,275	**$ 50,551**	$ 49,884
Payroll taxes	967	967	1,934	1,160	773	1,933	**3,867**	3,967
Employee benefits	60	60	120	72	48	120	**240**	231
Total salaries and related expenses	13,665	13,665	27,330	16,397	10,931	27,328	**54,658**	54,082
Other Expenses								
Advertising	15,356	16,586	31,942	-	29,553	29,553	**61,495**	73,210
Auto	-	-	-	2,717	-	2,717	**2,717**	1,454
Depreciation	-	-	-	1,126	-	1,126	**1,126**	1,126
Distributors	104,764	38,691	143,455	-	-	-	**143,455**	199,491
Donations	-	-	-	1,784	-	1,784	**1,784**	3,861
Dues	-	-	-	3,805	-	3,805	**3,805**	5,257
Equipment rental	-	63,987	63,987	-	-	-	**63,987**	-
Exchange students	5,480	5,480	10,960	-	-	-	**10,960**	7,718
Hospitality	2,399	2,484	4,883	-	-	-	**4,883**	3,186
Insurance	1,297	-	1,297	8,680	-	8,680	**9,977**	7,670
Interest	-	-	-	313	-	313	**313**	-
Maintenance	-	-	-	-	-	-	**-**	2,023
Miscellaneous	-	-	-	7,793	-	7,793	**7,793**	3,295
Postage	-	-	-	293	-	293	**293**	235
Professional fees	-	-	-	4,500	-	4,500	**4,500**	5,000
Security	5,120	4,640	9,760	-	-	-	**9,760**	7,000
Service fees	580	581	1,161	1,621	464	2,085	**3,246**	2,222
Storage	-	-	-	1,300	-	1,300	**1,300**	1,246
Supplies	6,160	3,053	9,213	-	-	-	**9,213**	11,762
Taxes	763	763	1,526	917	610	1,527	**3,053**	403
Travel and entertainment	64,567	64,272	128,839	23,374	-	23,374	**152,213**	134,419
Utilities	-	-	-	5,897	-	5,897	**5,897**	6,143
Volunteers	-	-	-	-	-	-	**-**	683
Website	-	-	-	766	-	766	**766**	1,172
Total Other Expenses	206,486	200,537	407,023	64,886	30,627	95,513	**502,536**	478,576
Total Expenses	$ 220,151	$ 214,202	$ 434,353	$ 81,283	$ 41,558	$ 122,841	**$ 557,194**	$ 532,658

See accompanying notes and independent accountants' review report.

The Tomball Sister City Organization

Statement of Cash Flows

Year ended September 30, *(with comparative totals for 2023)*	**2024**	2023
Cash Flows from Operating Activities		
Change in Net Assets	**$ (4,643)**	$ (28,130)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation expense	**1,126**	1,126
Change in operating assets and liabilities:		
Deferred revenue	**7,315**	(8,127)
Accrued expenses	**7,271**	(5,343)
Total Adjustments	**15,712**	(12,344)
Net Change from Operating Activities	**11,069**	(40,474)
Net Change in Cash and Cash Equivalents	**11,069**	(40,474)
Cash and Cash Equivalents, beginning of year	**215,218**	255,692
Cash and Cash Equivalents, end of year	**$ 226,287**	$ 215,218

See accompanying notes and independent accountants' review report.

NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Heritage Festival* – traditionally held in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.
- *Tomball German Christmas Market* – traditionally held in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.

Basis of Accounting – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

Basis of Presentation – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

Cash and Cash Equivalents – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

Property and Equipment – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of $2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

Grants – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

Contributed Nonfinancial Assets – Contributed nonfinancial assets are recognized as contributions at fair value when an unconditional commitment is received from the donor. The related expense is recognized as the item is used. Contributed services are recognized as support at their estimated fair value only when the services received create or enhance nonfinancial assets or require specialized skills possessed by the individuals providing the service, and the service would typically need to be purchased if not donated.

Deferred Revenue – Fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once the Christmas Market is held.

Revenue Recognition – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

Functional Allocation of Expense – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

Income Taxes – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated

business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

Advertising – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2024 and 2023 was $61,495 and $73,210, respectively.

NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2024, are comprised of cash and cash equivalents amounting to $226,287.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival revenue. The Organization has a goal to maintain financial assets on hand to meet two festivals' operating expenses, which are, on average, approximately $100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At September 30, 2024 and 2023, the Organization had no uninsured balances.

For the year ended September 30, 2024, one grantor accounted for twenty-seven percent (27%) of total public support and revenue. For the year ended September 30, 2023, one grantor accounted for thirty-one percent (31%) of total public support and revenue.

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants and negatively impact festival revenues.

NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2024 and 2023, property and equipment consist of the following:

	2024	2023
Computers	$3,357	$3,357
Trailers	8,248	8,248
Subtotal property and equipment	11,605	11,605
Less: accumulated depreciation	(9,008)	(7,882)
Total property and equipment, net	$2,597	$3,723

Depreciation expense for the years ended September 30, 2024 and 2023 was $1,126 in both years.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 27, 2024, the date the financial statements were available to be issued. No additional events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-37, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Country Public Improvement District Number 1 (PID 1).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Pine Country Public Improvement District Number 1 (PID 1). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 1 are not changing.

The original SAP was adopted by City Council on July 19, 2010 (Ordinance No. 2010-14) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 1 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$83,961.08
Total Assessments: $83,961.08	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-37, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Pine Country Public Improvement District Number 1 (PID 1).

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

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PINE COUNTRY PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Pine Country Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for February 19, 2007 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 19, 2007; and

WHEREAS, on February 19, 2007 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 5, 2007 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments

pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2010, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

Service and Assessment Plan
Public Improvement District Number One
City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. 2007-14 creating the Public Improvement District Number One (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of up to 50% of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Pine Country of Tomball Section Two

Section Two of the Pine Country of Tomball Subdivision has been developed by PCOT Investments, Inc. and contains 68 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for Pine Country Section Two, and the estimated costs thereof, are described below:

Pine Country Section Two
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Lines, Sanitary Sewer, Storm Sewer & Drainage, Gas, Street Paving, Off-Site Utility Extensions, SWPPP, Engineering & Contingencies, Payment/Performance Bonds and Permits, PID Creation Costs	$1,458,874	$729,437
SUBTOTAL	$1,458,874	$729,437
Financing Cost		$471,887
Administration		$60,068
TOTAL		***$1,261,392***

The estimated total costs above will be used to set the assessments for residential properties in Section Two as detailed later in this document.

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments based upon the costs for Public Improvements and the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's rights of reimbursement described in the Development Agreement executed between the Developer and the City.

7. Authorized Improvements

The area within the PID that is covered by this Service and Assessment Plan will be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to

meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2007. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is seven percent (7.0%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement.

A. Pine Country Section Two

The Plan estimates the following assessments for residential properties in Woodmark according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the property containing a habitable structure is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Total Assessment	$0.9618 per square foot of residential property
Financed Assessment	$0.1056 per square foot of residential property per year

B. Levy and collection.

Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at seven percent (7.0%) per annum.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

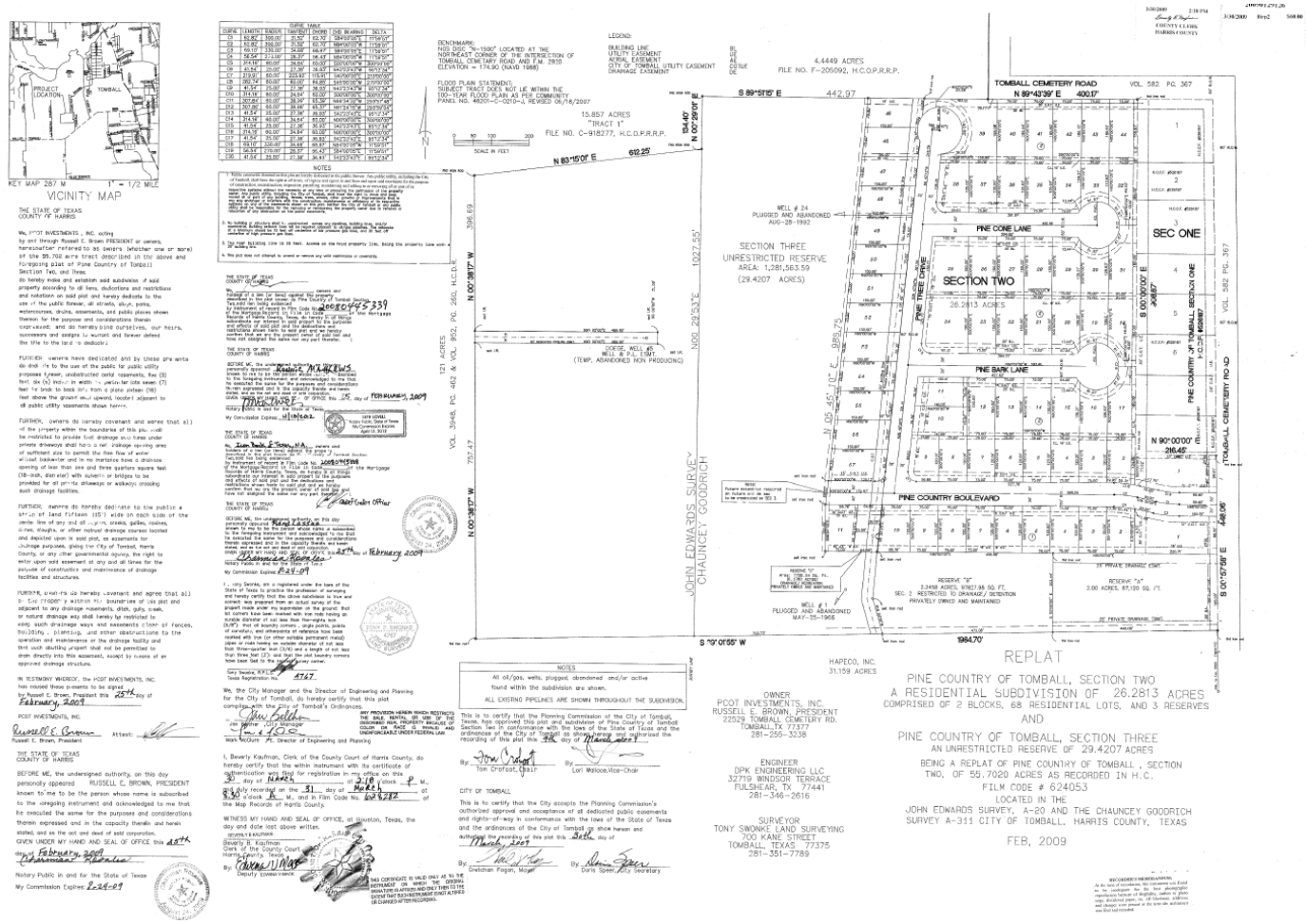
EXHIBIT A

REPLAT

PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND
PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES
BEING A REPLAT OF PINE COUNTRY OF TOMBALL , SECTION TWO, OF 55.7020 ACRES AS RECORDED IN H.C.
FILM CODE # 624053
LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

FEB, 2009

Exhibit B


VICINITY MAP
PROJECT LOCATION
TOMBALL
KEY MAP 287 M
1" = 1/2 MILE
THE STATE OF TEXAS
COUNTY OF HARRIS
PCOT INVESTMENTS, INC. acting
by and through Russell E. Brown PRESIDENT or owners,
hereinafter referred to as owners (whether one or more)
of the 26.7132 acre tract described in the above and
foregoing plat of Pine Country of Tomball
Section Two, and Three.
do hereby make and establish said subdivision of said
property according to all lines, dedications and restrictions
and notations on said plat and hereby dedicate to the
use of the public forever, all streets, alleys, parks,
watercourses, drains, easements, and public places shown
thereon for the purpose and considerations therein
expressed; and do hereby bind ourselves, our heirs,
successors and assigns to warrant and forever defend
the title to the land so dedicated.
FURTHER, owners have dedicated and by these presents
do dedicate to the use of the public for public utility
purposes forever, unobstructed aerial easements, five (5)
feet, six (6) inches in width (except for lots 565 seven (7)
feet to look to back lot) from a plane sixteen (16)
feet above the ground level upward, located adjacent to
all public utility easements shown hereon.
FURTHER, owners do hereby covenant and agree that all
of the property within the boundaries of this plat shall
be restricted to provide that drainage in all lots under
private driveways shall have a net drainage opening area
of sufficient size to permit the free flow of water
without backwater and in no instance have a drainage
opening of less than one and three quarters square feet
(18-inch, diameter) with culverts or bridges to be
provided for all private driveways or walkways crossing
such drainage facilities.
FURTHER, owners do hereby dedicate to the public a
strip of land fifteen (15') wide on each side of the
center line of any and all gullies, creeks, gullies, ravines,
draws, sloughs, or other natural drainage courses located
and depicted upon said plat, as easements for
drainage purposes, giving the City of Tomball, Harris
County, or any other governmental agency, the right to
enter upon said easement at any and all times for the
purpose of constructing and maintenance of drainage
facilities and structures.
FURTHER, owners do hereby covenant and agree that all
of the property within the boundaries of this plat and
adjacent to any drainage easements, ditch, gully, creek,
or natural drainage way shall hereby be restricted to
keep such drainage ways and easements clean of fences,
buildings, planting, and other obstructions to the
operation and maintenance of the drainage facility and
that such abutting property shall not be permitted to
drain directly into this easement, except by means of an
approved drainage structure.
IN TESTIMONY WHEREOF, the PCOT INVESTMENTS, INC.
has caused these presents to be signed
by Russell E. Brown, President this 23rd day of
February, 2009
PCOT INVESTMENTS, INC.
Russell E. Brown, President
Attest:
THE STATE OF TEXAS
COUNTY OF HARRIS
BEFORE ME, the undersigned authority, on this day
personally appeared RUSSELL E. BROWN, PRESIDENT
known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and considerations
therein expressed and in the capacity therein and herein
stated, and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd
day of February 2009
Notary Public in and for the State of Texas
My Commission Expires 2-24-09
CURVE TABLE
BENCHMARK:
FLOOD PLAIN STATEMENT:
LEGEND:
15.857 ACRES
"TRACT 1"
FILE NO. C-918277, H.C.O.P.R.P.R.
4.4449 ACRES
FILE NO. F-205092, H.C.O.P.R.P.R.
NOTES
THE STATE OF TEXAS
COUNTY OF HARRIS
THE STATE OF TEXAS
COUNTY OF HARRIS
THE STATE OF TEXAS
COUNTY OF HARRIS
I, Tony Swanke, am a registered under the laws of the
State of Texas to practice the profession of surveying
and hereby certify that this plat complies with the rules and
regulations of the City of Tomball as to those portions of the
project made under my supervision on the ground; that
all corners have been marked with iron rods having an
outside diameter of not less than five-eighths inch
(5/8") that all boundary corners, angle points, points
of curvature, and otherwise of reference have been
marked with iron (or other suitable permanent metal)
pipes or rods having an outside diameter of not less
than three-quarter inch (3/4") and a length of not less
than three feet (3') and that the lines and boundary corners
have been tied to the nearest survey corner.
Tony Swanke, R.P.L.S.
Texas Registration No. 4747
We, the City Manager and the Director of Engineering and Planning
for the City of Tomball, do hereby certify that this plat
complies with the City of Tomball's Ordinances.
Jon Bolton, City Manager
Mark McCuistion, PE, Director of Engineering and Planning
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
I, Beverly Kaufman, Clerk of the County Court of Harris County, do
hereby certify that the within instrument with its certificate of
authentication was filed for registration in my office on this
30 day of March, 2009 at 3:18 o'clock P. M.,
duly recorded on the 31 day of March, 2009 at
8:30 o'clock A. M., and in Film Code No. 624,022 of
the Map Records of Harris County.
WITNESS MY HAND AND SEAL OF OFFICE, at Houston, Texas, the
day and date last above written.
Beverly B. Kaufman
Harris County, Texas
By Deputy
THIS CERTIFICATE IS VALID ONLY AS TO THE
INSTRUMENT ON WHICH THE ORIGINAL
SIGNATURE APPEARS. IT IS VOID IF ALTERED
EXCEPT THAT SUCH ALTERATIONS MUST AGREE
OR CHANGES WITH RECORDINGS.
NOTICE
All oil/gas, wells, plugged, abandoned and/or active
found within the subdivision are shown.
ALL EXISTING PIPELINES ARE SHOWN THROUGHOUT THE SUBDIVISION.
This is to certify that the Planning Commission of the City of Tomball,
Texas, has approved this plat and subdivision of Pine Country of Tomball
Section Two in conformance with the laws of the State of Texas and the
ordinances of the City of Tomball as shown hereon and authorized the
recording of this plat this 4th day of March, 2009
By Tom Crafcat, Chair
By Lori Wallace, Vice-Chair
CITY OF TOMBALL
This is to certify that the City accepts the Planning Commission's
authorized approval and acceptance of all dedicated public easements
and rights-of-way in conformance with the laws of the State of Texas
and the ordinances of the City of Tomball as shown hereon and
authorized the recording of this plat this 26th day of
March, 2009
By Gretchen Fagan, Mayor
By Doris Speer, City Secretary
OWNER
PCOT INVESTMENTS, INC.
RUSSELL E. BROWN, PRESIDENT
22529 TOMBALL CEMETERY RD.
TOMBALL, TX 77377
281-256-3238
ENGINEER
DPK ENGINEERING LLC
32719 WINDSOR TERRACE
PULSHEAR, TX 77441
281-346-2616
SURVEYOR
TONY SWONKE LAND SURVEYING
700 KANE STREET
TOMBALL, TEXAS 77375
281-351-7789
HAPECO, INC.
31.159 ACRES
SECTION THREE
UNRESTRICTED RESERVE
AREA: 1,281,563.59
(29.4207 ACRES)
SECTION TWO
26.2813 ACRES
PLUGGED AND ABANDONED
AUG-28-1992
PLUGGED AND ABANDONED
MAY-25-1906
TOMBALL CEMETERY ROAD
VOL. 582 PG. 367
PINE CONE LANE
PINE TREE DRIVE
PINE BARK LANE
PINE COUNTRY BOULEVARD
SEC ONE
JOHN EDWARDS SURVEY
CHAUNCEY GOODRICH
REPLAT
PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND
PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES
BEING A REPLAT OF PINE COUNTRY OF TOMBALL, SECTION
TWO, OF 55.7020 ACRES AS RECORDED IN H.C.
FILM CODE # 624053
LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH
SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS
FEB, 2009

Public Improvement District Number One
Pine County of Tomball Subdivision
Section Two Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (s.f.)	Total Assessment Rate	Total Assessment	Financed Assessment Rate	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
PCOT Investments, Inc.	1	1	22020	0.9618	$ 21,178.84	$ 0.1056	$ 2,325.31	15 years	$ 58.89	$ 2,384.20
PCOT Investments, Inc.	1	2	8751	0.9618	$ 8,416.71	$ 0.1056	$ 924.11	15 years	$ 58.89	$ 983.00
PCOT Investments, Inc.	1	3	8995	0.9618	$ 8,651.39	$ 0.1056	$ 949.87	15 years	$ 58.89	$ 1,008.76
PCOT Investments, Inc.	1	4	8864	0.9618	$ 8,525.40	$ 0.1056	$ 936.04	15 years	$ 58.89	$ 994.93
PCOT Investments, Inc.	1	5	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	6	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	7	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	8	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	9	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	10	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	11	9732	0.9618	$ 9,360.24	$ 0.1056	$ 1,027.70	15 years	$ 58.89	$ 1,086.59
PCOT Investments, Inc.	2	1	20059	0.9618	$ 19,292.75	$ 0.1056	$ 2,118.23	15 years	$ 58.89	$ 2,177.12
PCOT Investments, Inc.	2	2	9091	0.9618	$ 8,743.72	$ 0.1056	$ 960.01	15 years	$ 58.89	$ 1,018.90
BGB Interests LP	2	3	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	4	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	5	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	6	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	7	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	8	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	9	9398	0.9618	$ 9,039.00	$ 0.1056	$ 992.43	15 years	$ 58.89	$ 1,051.32
PCOT Investments, Inc.	2	10	10938	0.9618	$ 10,520.17	$ 0.1056	$ 1,155.05	15 years	$ 58.89	$ 1,213.94
PCOT Investments, Inc.	2	11	10424	0.9618	$ 10,025.80	$ 0.1056	$ 1,100.77	15 years	$ 58.89	$ 1,159.66
PCOT Investments, Inc.	2	12	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	13	10380	0.9618	$ 9,983.48	$ 0.1056	$ 1,096.13	15 years	$ 58.89	$ 1,155.02
PCOT Investments, Inc.	2	14	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	15	11204	0.9618	$ 10,776.01	$ 0.1056	$ 1,183.14	15 years	$ 58.89	$ 1,242.03
PCOT Investments, Inc.	2	16	9357	0.9618	$ 8,999.56	$ 0.1056	$ 988.10	15 years	$ 58.89	$ 1,046.99
PCOT Investments, Inc.	2	17	12458	0.9618	$ 11,982.10	$ 0.1056	$ 1,315.56	15 years	$ 58.89	$ 1,374.45
PCOT Investments, Inc.	2	18	12458	0.9618	$ 11,982.10	$ 0.1056	$ 1,315.56	15 years	$ 58.89	$ 1,374.45
PCOT Investments, Inc.	2	19	9352	0.9618	$ 8,994.75	$ 0.1056	$ 987.57	15 years	$ 58.89	$ 1,046.46
PCOT Investments, Inc.	2	20	11195	0.9618	$ 10,767.35	$ 0.1056	$ 1,182.19	15 years	$ 58.89	$ 1,241.08
PCOT Investments, Inc.	2	21	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	22	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	23	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	24	18321	0.9618	$ 17,621.14	$ 0.1056	$ 1,934.70	15 years	$ 58.89	$ 1,993.59
PCOT Investments, Inc.	2	25	16440	0.9618	$ 15,811.99	$ 0.1056	$ 1,736.06	15 years	$ 58.89	$ 1,794.95
PCOT Investments, Inc.	2	26	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	27	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	28	11248	0.9618	$ 10,818.33	$ 0.1056	$ 1,187.79	15 years	$ 58.89	$ 1,246.68
PCOT Investments, Inc.	2	29	11204	0.9618	$ 10,776.01	$ 0.1056	$ 1,183.14	15 years	$ 58.89	$ 1,242.03
PCOT Investments, Inc.	2	30	9357	0.9618	$ 8,999.56	$ 0.1056	$ 988.10	15 years	$ 58.89	$ 1,046.99
PCOT Investments, Inc.	2	31	12463	0.9618	$ 11,986.91	$ 0.1056	$ 1,316.09	15 years	$ 58.89	$ 1,374.98
PCOT Investments, Inc.	2	32	11334	0.9618	$ 10,901.04	$ 0.1056	$ 1,196.87	15 years	$ 58.89	$ 1,255.76
PCOT Investments, Inc.	2	33	8238	0.9618	$ 7,923.31	$ 0.1056	$ 869.93	15 years	$ 58.89	$ 928.82
PCOT Investments, Inc.	2	34	10080	0.9618	$ 9,694.94	$ 0.1056	$ 1,064.45	15 years	$ 58.89	$ 1,123.34
PCOT Investments, Inc.	2	35	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	36	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	37	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	38	12136	0.9618	$ 11,672.40	$ 0.1056	$ 1,281.56	15 years	$ 58.89	$ 1,340.45
PCOT Investments, Inc.	2	39	14272	0.9618	$ 13,726.81	$ 0.1056	$ 1,507.12	15 years	$ 58.89	$ 1,566.01
PCOT Investments, Inc.	2	40	15703	0.9618	$ 15,103.15	$ 0.1056	$ 1,658.24	15 years	$ 58.89	$ 1,717.13
PCOT Investments, Inc.	2	41	11670	0.9618	$ 11,224.21	$ 0.1056	$ 1,232.35	15 years	$ 58.89	$ 1,291.24
PCOT Investments, Inc.	2	42	11696	0.9618	$ 11,249.21	$ 0.1056	$ 1,235.10	15 years	$ 58.89	$ 1,293.99
PCOT Investments, Inc.	2	43	11722	0.9618	$ 11,274.22	$ 0.1056	$ 1,237.84	15 years	$ 58.89	$ 1,296.73
PCOT Investments, Inc.	2	44	11748	0.9618	$ 11,299.23	$ 0.1056	$ 1,240.59	15 years	$ 58.89	$ 1,299.48
PCOT Investments, Inc.	2	45	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	46	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	47	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	48	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	49	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	50	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	51	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	52	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	53	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	54	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
BGB Interests LP	2	55	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
BGB Interests LP	2	56	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	57	12702	0.9618	$ 12,216.78	$ 0.1056	$ 1,341.33	15 years	$ 58.89	$ 1,400.22

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number One (the "District") created under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-38, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Raleigh Creek Public Improvement District Number 2 (PID 2). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 2 are not changing.

The original SAP was adopted by City Council on March 17, 2014 (Ordinance No. 2014-05) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 2 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$277,134.56
Improvement Area Two	$106,136.64
Improvement Area Three	$120,877.84
Improvement Area Four	$79,602.48
Improvement Area Five & Six	$215,221.52
Improvement Area Seven & Eight	$194,583.84
Total Assessments: $993,556.88	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-38, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

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

ORDINANCE NO. 2025-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RALEIGH CREEK PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raleigh Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for April 16, 2007 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on April 16, 2007; and

WHEREAS, on April 16, 2007 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on April 16, 2007 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 17th day of March 2014, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
First Amended and Restated
Service and assessment Plan
Public Improvement District Number Two
City of Tomball, Texas

1. Introduction

This First Amended and Restated Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2007-22 creating the Public Improvement District Number Two ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

Raleigh Creek contains 142 acres and will contain approximately 347 lots within the PID. The public improvements authorized under this Plan for Raleigh Creek and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT ESTIMATED COSTS

Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$9,090,494
Financing Costs (15 years)	$5,880,816
Total Improvements	$14,971,310
Administration (2.5%)	$374,283
Total Costs (15 years)	$15,345,593

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2013. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 7% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate

of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

Westar
LAND SURVEYORS, INC.
1610 South Gordon • Alvin, Texas 77511
(281) 388-1159 • Fax: (281) 388-0317

LEGAL DESCRIPTION
Job #35093

Description of a 142.770 acre tract of land in the Joseph Miller Survey, Abstract No. 50 in Harris County, Texas, being a portion of a called 153.45 acre tract described in deed recorded in Harris County Clerk's File No. C-817579 being all of a called 7.3765 acre tract described in deed recorded in Harris County Clerk's File No. S-040074, and being all of a called 8.7325 acre tract described in deed recorded in Harris County Clerk's File No. S-040076, and said 142.770 acre tract being more fully described as follows (with bearings referenced to the Southwesterly right-of-way line of the I. & G.N. Railroad right-of-way as South 56° 30' 48" East):

BEGINNING at a ½ inch iron rod set for the Southwest corner of the above referenced 7.3765 acre tract in the North right-of-way line of Zion Road (60 feet wide) and being also the Southeast corner of a called 0.5264 acre tract recorded in Harris County Clerk's File No. V-471789, and from which a found ½ inch iron rod bears North 82° 21' 48" East, 15.33 feet and a found ¾ inch iron pipe bears North 82° 34' 12" East, 15.20 feet;

THENCE North 00° 04' 01" East, along the East line of said 0.5264 acre tract, the East line of a called 2.29 acre tract recorded in Harris County Clerk's File No. R-006483, the East line of a called 1.224 acre tract recorded in Harris County Clerk's File No. R-404456, the East line of a called File No. R-404456, the East line of a called 1.0354 acre tract recorded in Harris County Clerk's File No. S-053503, and the East line of another called 1.0354 acre tract recorded in Harris County Clerk's File No. P-336468, 1777.49 feet to a ½ inch iron rod set for the Northwest corner of the aforementioned 8.7325 acre tract in the South line of the aforementioned called 153.45 acre tract, from which a found ¾ inch iron pipe bears North 15° 01' 09" West, 3.16 feet, and a found ¾ inch iron pipe bears North 28° 46' 23" West, 0.70 feet;

THENCE South 88° 50' 47" West, along the South line of said 153.45 acre tract and the North line of the aforementioned 1.0354 acre tract, 150.09 feet to a 2 inch iron pipe found for its Northwest corner and an angle point in the upper South line of this tract;

THENCE South 88° 48' 41" West, along the South line of said 153.45 acre tract and the North line of a called 3.4015 acre and a called 0.7718 acre tract, both recorded in Harris County Clerk's File No. S-398301, 623.36 feet to a fence corner found for the upper Southwest corner of this tract in the East line of a called 22.8140 acre tract recorded in Harris County Clerk's File No. U-623541;

THENCE North 00° 27' 22" West, along the East line of said 22.8140 acre tract and the East line of a called 68 acre tract recorded in Harris County Clerk's File No. U-139153, 1805.55 feet to a ½ inch iron rod found for the most Westerly Northwest corner of this tract and the Southwest corner of a called 15.6463 acre tract recorded in Harris County Clerk's File No. L-547016, and from which a found ½ inch iron rod bears South 00° 23' 12" East, 84.64 feet, and a found ½ inch iron rod bears North 00° 19' 15" East, 90.25 feet;

THENCE South 89° 56' 50" East, along the South line of said 15.6463 acre tract, passing a one inch iron rod found for its Southeast corner and the Southwest corner of a called 13.476 acre tract recorded in Harris County Clerk's File No. U-002476 at 403.01 feet and continuing for a total distance of 805.79 feet to a ½ inch iron rod found for the Southeast corner of said 13.476 acre tract and an interior corner of this tract;

THENCE North 00° 01' 04" East, along the East line of said 13.476 acre tract, 1263.73 feet to a ½ inch iron rod set for the Northwest corner of this tract in the Southwesterly line of the I. & G. N. Railroad right-of-way as recorded in Volume 140, Page 486 of the Harris County Deed Records, and from which a found 1 inch iron rod bears North 00° 01' 04" East, 59.94 feet;

THENCE South 56° 30' 48" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 41.04 feet to a ½ inch iron rod set for an angle point;

THENCE South 89° 24' 47" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 92.05 feet to a ½ inch iron rod set for an angle point;

THENCE South 56° 30' 48" East, continuing along the Southwesterly right-of-way line of said I. & G. N. Railroad, 1780.39 feet to a railroad tie fence corner for the Northeast corner of the herein described tract in the West line of a called 44.1 acre tract recorded in Harris County Clerk's File No. U-330857;

THENCE South 01° 39' 12" West, along the West line of said 44.1 acre tract the West line of a called 2.934 acre tract recorded in Harris County Clerk's File No. U-822429, and the West line of a called 2.00 acre tract recorded in Harris County Clerk's File No. U-140795, 2048.02 feet to a fence corner post for the upper Southeast corner of this tract and being a point in the North line of a called 48 acre tract recorded in Volume 915, Page 177 of the Harris County Deed Records;

THENCE North 89° 35' 19" West, along the North line of said 48 acre tract, 1177.80 feet to an axle found for an interior corner of this tract and the Northeast corner of the aforementioned 8.7325 acre tract;

THENCE South 00° 06' 25" West, along the West line of said 48 acre tract and the East line of the aforementioned 8.7325 acre and 7.3765 acre tracts, 1782.90 feet to a ½ inch iron rod set for the Southeast corner of the herein described tract in the North right-of-way line of Zion Road, and from which a found ¾ inch iron rod bears North 47° 50' 10" West, 73.98 feet, and a found ¾ inch iron rod bears South 89° 35' 31" West, 129.16 feet;

THENCE South 89° 38' 14" West, along the North right-of-way line of Zion Road, 391.58 feet to the POINT OF BEGINNING and containing 142.770 acres of land.

This description is based on a ground survey and plat prepared by Marion R. Clark, R.P.L.S. and dated November 28, 2005.

STATE OF TEXAS
REGISTERED
MARION R. CLARK
1881
PROFESSIONAL
LAND SURVEYOR

Marion R. Clark
Registered Professional Land Surveyor
Texas Registration No. 1881
November 29, 2005

Public Improvement District Number Two

Raleigh Creek Subdivision

Section One Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	21	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	22	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	23	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	24	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	4	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	9	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	9	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Two Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	5	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Three Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	21	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	22	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	23	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Four Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Five and Six Assessment Roll

City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	**5**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	**5**	3	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	21	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	22	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	23	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	24	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	25	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	26	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	27	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	28	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	29	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24
LS Development, LLC	**6**	1	30	$ 26,197.39	$2,876.33	15 years	$ 71.91	$	2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Seven and Eight Assessment Roll

City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	**7**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	**8**	1	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	15	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	16	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	17	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	18	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Two (the "District") created under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-39, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 3 are not changing.

The original SAP was adopted by City Council on July 2, 2012 (Ordinance No. 2012-15) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 3 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$116,049.60
Improvement Area Two	$144,257.85
Total Assessments: $260,307.45	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-39, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3).

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

ORDINANCE NO. 2025-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RESERVE AT SPRING LAKE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Reserve at Spring Lake Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for October 19, 2009 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on October 19, 2009; and

WHEREAS, on October 19, 2009 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on October 19, 2009 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 2nd day of July 2012, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

Service and Assessment Plan
Public Improvement District Number Three
City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. 2009-28 creating the Public Improvement District Number Three (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, open space and amenities, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID (the "Developer") under an approved development agreement. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of up to 50% of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Reserve at Spring Lake

The Reserve at Spring Lake Subdivision is being developed by Zion Road Properties, LLC and will ultimately contain approximately 95 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for The Reserve at Spring Lake, and the estimated costs thereof, are described below:

Reserve at Spring Lake
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Distribution Facilities	$673,400	$336,700
Sanitary Sewer Facilities	$796,050	$398,025
Storm Sewer Facilities	$49,500	$24,750
Gas Distribution Facilities	$339,930	$169,965
Roadway Paving	$1,399,960	$699,980
Land Reserved for Green Space/Amenities	$1,759,560	$879,780
Clearing	$340,000	$170,000
Detention Pond and Facilities	$1,640,408	$820,204
Pipeline Conflicts	$150,000	$75,000
Contingency (10%)	$714,880	$357,440
Engineering, Surveying (15%)	$1,179,553	$589,776
Subtotal	$9,043,241	$4,521,621
Financing Cost		$2,296,597
PID Administration Expenses		$358,850
TOTAL		**$7,177,068**

The estimated total costs above will be used to set the assessments for residential properties in the PID as detailed later in this document.

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments based upon the costs for Public Improvements and the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's rights of reimbursement described in the Development Agreement executed between the Developer and the City.

7. Authorized Improvements

The area within the PID that is covered by this Service and Assessment Plan will be developed as single family residential. This Plan designates the Public Improvements required for the growth and

development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2012. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is five and ¼ percent (5.25%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, open space and amenities, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement.

A. Reserve at Spring Lake

The Plan estimates the following assessments for residential properties in the PID according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the residential property is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Reserve at Spring Lake Lot Categories (By Size)	Total Assessment (Principal)	Financed Assessment (Annual Payment)
1.) Up to 1.5 Acres	$45,929.08	$4,500.00
2.) 1.5 Acres to 2.0 Acres	$68,893.62	$6,750.00
3.) 2.0 Acres to 3.0 Acres	$91,858.15	$9,000.00

4.) 3.0 Acres and Larger	$114,822.69	$11,250.00

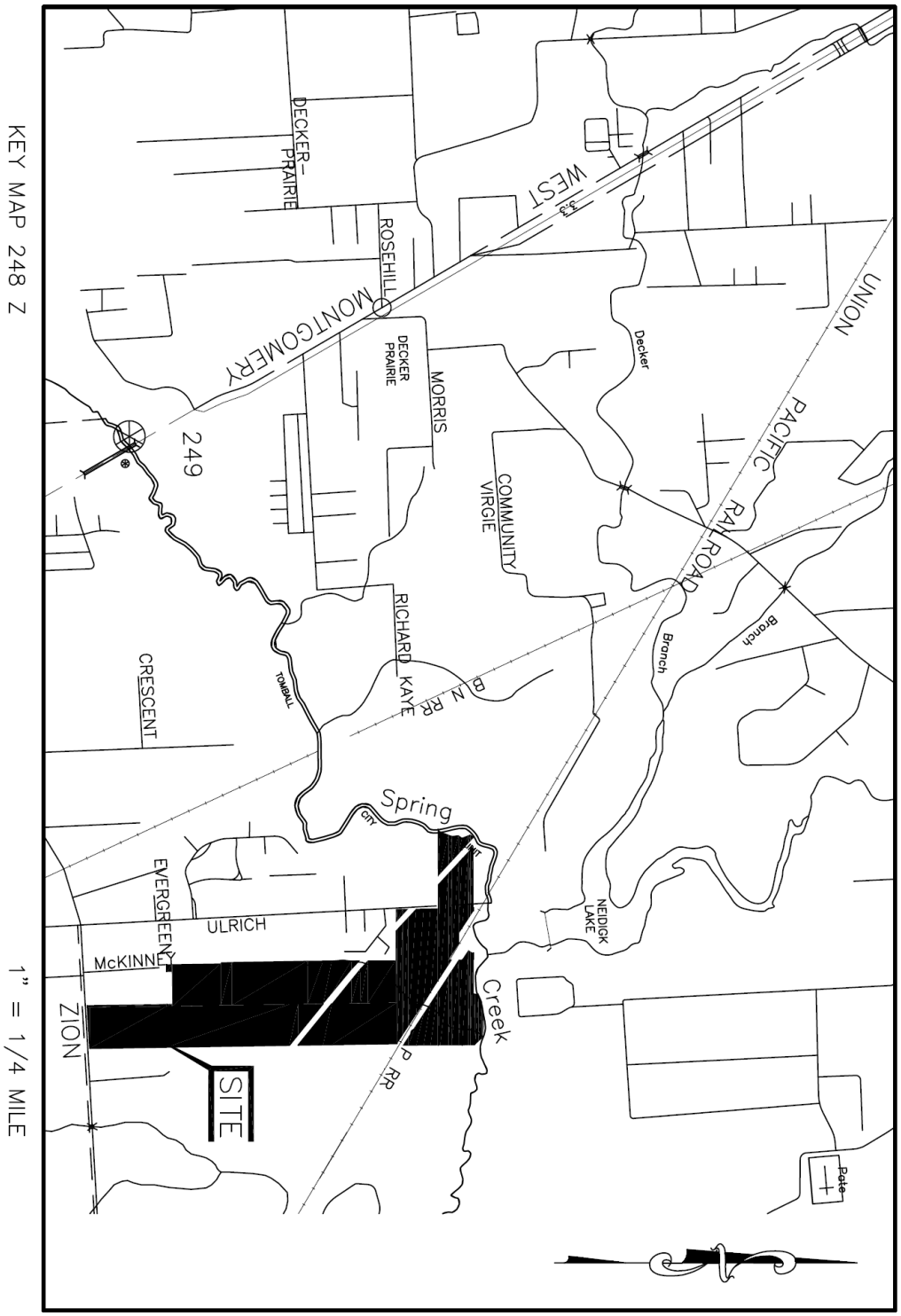
B. Levy and collection.

The assessment will be levied by the City upon commencement of the construction of the improvements (or a portion of the improvements) and the platting and subdividing of property into residential lots. The first installment of an assessment against a particular lot shall be due with respect to the calendar year following the earlier of: (i) the date such residential lot has been improved with a habitable structure and conveyed to a home purchaser as evidenced by Harris County Appraisal District records, or (ii) the second anniversary of the date the residential lot was conveyed from the Developer to a home purchaser regardless of any improvements on the property. Lots improved with homes used for marketing purposes (e.g. "model homes") will be exempt from the assessment until the calendar year following the date the home is conveyed to home purchaser. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Financed assessments shall bear interest at five and ¼ percent (5.25%) per annum. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A


VICINITY MAP
KEY MAP 248 Z
1" = 1/4 MILE
SITE
ZION
McKINNEY
EVERGREEN
ULRICH
CRESCENT
RICHARD KAYE
COMMUNITY
VIRGIE
MORRIS
DECKER PRAIRIE
ROSEHILL
MONTGOMERY
WEST
DECKER PRAIRIE
UNION
PACIFIC RAILROAD
Decker
Branch
Spring
Creek
NEIDICK LAKE
Pate
249
TOMBALL

METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89º55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00º43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:
North 67º07'18" East, a distance of 154.67 feet;
North 80º22'28" East, a distance of 113.12 feet;
North 87º09'19" East, a distance of: 110.50 feet;
North 87º53'00" East, a distance of: 210.89 feet;
South 83º18'22" East, a distance of 202.76 feet;
South 42º35'23" East, a distance of 169.62 feet;
And South 56º06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00º26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

THENCE North 56º52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00º43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56º52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. Mccall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87º13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00º48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00º53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89º12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01º15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an unrecorded Subdivision;

THENCE South 89º45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00º51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88º35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01º29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01º01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00º17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance

of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract, to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89º35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01º00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89º43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89º51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the **POINT OF BEGINNING** and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:
Town and Country Surveyors
25307 North Freeway, IH 45 N
The Woodlands TX, 77380
Phone (281) 465-8730
Fax (281) 465-8731

_____

David J. Strauss, RPLS 4833
Job No. 0451-0001
September 21, 2007

Public Improvement District Number Three
Reserve at Spring Lake Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (Acres)	Lot Category	Total Assessment	Annual Assessment Installment (Financed)	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
Zion Road Properties, LLC	1	1	1.1518	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	2	1.3426	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	3	1.3510	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	4	1.3603	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	5	1.2602	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	6	1.0192	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	7	1.0208	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	8	1.0225	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	1	1.4758	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	2	1.2077	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	3	1.1824	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	4	1.5678	2	$ 68,893.62	$ 6,750.00	15 years	$ 241.65	$ 6,991.65
Zion Road Properties, LLC	2	5	1.3678	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	6	1.2844	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	7	1.3097	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	8	1.1502	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	9	1.8058	2	$ 68,893.62	$ 6,750.00	15 years	$ 241.65	$ 6,991.65
Zion Road Properties, LLC	2	10	1.3783	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	11	1.3788	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	12	1.3837	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	1	1.1645	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	2	1.3230	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	3	1.3883	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	4	1.3776	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65

Public Improvement District Number Three
Reserve at Spring Lake Subdivision
Section Two Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (Acres)	Lot Category	Total Assessment	Annual Assessment Installment (Financed)	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
Zion Road Properties, LLC	1	1	1.296	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	2	1.313	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	3	1.407	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	4	1.036	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	5	1.002	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	6	1.034	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	7	2.635	3	$ 91,858.15	$ 9,000.00	15 years	$ 241.65	$ 9,241.65
Zion Road Properties, LLC	1	8	1.006	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	9	1.056	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	10	1.075	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	11	1.093	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	12	1.433	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	13	3.632	4	$ 114,822.69	$ 11,250.00	15 years	$ 241.65	$ 11,491.65
Zion Road Properties, LLC	2	1	1.194	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	2	1.186	1	$ 68,893.62	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	3	1.112	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	4	1.010	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	5	1.163	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	1	1.004	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	2	1.004	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	3	1.365	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	4	1.413	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	5	1.009	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	1	1.071	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	2	1.005	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	3	1.013	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	4	1.000	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	5	1	1.000	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	5	2	1.030	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Three (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-40, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Alexander Estates Public Improvement District Number 4 (PID 4). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 4 are not changing.

The original SAP was adopted by City Council on July 20, 2020 (Ordinance No. 2020-13) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 4 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$464,307.28
Improvement Area Two	$225,482.54
Total Assessments: $689,789.82	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-40, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

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

ORDINANCE NO. 2025-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE ALEXANDER ESTATES PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Alexander Estates Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for January 7, 2019 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on January 7, 2019; and

WHEREAS, on January 7, 2019 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on January 7, 2019 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Four
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2019-04 creating the Public Improvement District Number Four ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Alexander Estates

Alexander Estates contains 70.36 acres of land and will contain 251 lots within the PID. The public improvements authorized under this Plan for Alexander Estates and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$7,081,171
Financing Costs (15 years @ 4.5%)	$2,809,020
Total Improvements	$9,890,191
Administration (4.6%)	$456,657
Total Costs (15 years)	$10,346,848

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lot basis with two lot categories. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

50-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 26,052.50	$2,425.85	15 years	$ 121.29	$ 2,547.14

60-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 31,263.00	$2,911.02	15 years	$ 121.29	$ 3,032.31

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT "A"

Alexander Estates
70.3604 Acres

Elizabeth Smith Survey
Abstract Number 70

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES AND BOUNDS** description of a 70.3604 acre tract of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; being a portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a plat filed for record under Film Code Number 440128 of the Harris County Map Records, being the remainder of a called 78.4754 acre tract conveyed to BCDE, LTD. by Special Warranty Deed With Vendor's Lien dated December 30, 2002 and filed for record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and being all of a called 4.882 acres conveyed to Eibsen & Associates, Inc. by Warranty Deed dated March 31, 2014 and filed for record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property; said 70.3604 acres being more particularly described as follows with all bearings based on a call of South 59°56'55" West along the southeast line of said Unrestricted Reserve "C":

BEGINNING at a found 5/8-inch iron rod in the northeast right-of-way of Huffsmith-Kohrville Road (called 60-feet wide), for the south corner of Country Club Greens Partial Replat as shown on a plat filed for record under Film Code No. 519229 if the Harris County Map Records and the northwest corner of said Unrestricted Reserve "C" and the herein described tract;

THENCE, North 45°27'56" East, 399.99 feet, departing said northeast right-of-way of Huffsmith-Kohrville Road, along the southeast line of said Country Club Greens Partial Replat, the northwest line of said Unrestricted Reserve "C" to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 49°06'40" East, 1333.88 feet, continuing along the southeast line of said Country Club Greens Partial Replat, the southeast line of Country Club Greens Partial Replat – Phase Two as shown on a plat filed for record under Film Code No. 540231 of the Harris County Map Records, the southeast line of Final Plat Country Club Greens as shown on a plat filed for record under Film Code No. 453082 of the Harris County Map Records, the northwest line of said Unrestricted Reserve "C" and said 78.4754 acres to a point for the north corner of said Unrestricted Reserve "C", the west corner of Lot 25, Block 3 of said Country Club Greens Partial Replat – Phase Two, same being the north corner of the herein described tract, from which a found 5/8-inch iron rod (with cap stamped "Terra Surveying") bears North 86°46'38" East 0.32 feet;

THENCE, South 40°44'59" East, 1111.89 feet along a northeast line of said 78.4754 acres, said Unrestricted Reserve "C", a southwest line of said Country Club Greens Partial Replat – Phase Two, and a southwest line of said Final Plat Country Club Greens as shown on a plat filed for record under Film Code No. 453082 of the Harris County Map Records to a point in the north line of a called 13.00 acre tract conveyed to J.D. Slaughter by Warranty Deed dated January 28, 2011 and filed for record under Clerk's File No. 20110042996 of the Harris County Official Public Records of Real Property for an interior corner of said Unrestricted Reserve "C" and the south corner of said Country Club Greens Partial Replat – Phase Two, same being the most northerly east corner of the herein described tract, from which a found 5/8-inch iron rod bears South 62°31'41" East, 0.24 feet;

THENCE, South 45°07'42" West, 813.03 feet along the northeast line of said 13.00 acres to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for the west corner of said 13.00 acres, same being an interior corner of the herein described tract;

THENCE, South 44°36'57" East, 646.34 feet along the southwest line of said 13.00 acres to a point in the northwest right-of-way of Spell Road (called 60-feet wide) and the southeast line of said Unrestricted Reserve "C", for the south corner of said 13.00 acres and the most southerly east corner of the herein described tract, from which a found 3/4-inch iron rod bears North 09°17'51" East, 0.24 feet;

THENCE, South 37°14'37" West, 452.09 feet along the northwest right-of-way of said Spell Road and the southeast line of said Unrestricted Reserve "C" to a found 5/8-inch iron rod, beginning a non-tangent curve to the right;

THENCE, in a southwest direction, continuing along the northwest right-of-way of said Spell Road and the southeast line of said Unrestricted Reserve "C" and said 4.822 acres, with the arc of said non-tangent curve to the right, passing a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494") at an arc length of 183.48 feet for the east corner of said 4.822 acres, having a radius of 579.03 feet, a central angle of 37°34'11", an arc length of 379.68 feet, and a chord bearing South 56°12'14" West, 372.91 feet to a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494");

THENCE, South 75°09'52" West, continuing along the northwest right-of-way of said Spell Road, the southeast line of said 4.822 acres and said Unrestricted Reserve "C", passing a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494") at a distance of 228.98 feet, continuing for a total distance of 463.49 feet to a found 3/4-inch iron (with cap stamped "Cotton Surveying") for the southwest corner of said 4.882 acres and the most southerly southwest corner of the herein described tract;

THENCE, North 17°58'51" West, 350.00 feet, departing the northwest right-of-way of said Spell Road and the southeast line of said 4.822 acres to a found 3/4-inch iron (with cap stamped "Cotton Surveying") for the northwest corner of said 4.822 acres and an interior corner of the herein described tract;

THENCE, South 75°09'52" West, along the northwest line of the remainder of a called 8.000 acres conveyed to Ruth A. Hughes-Deaton by Warranty Deed with Vendor's Lien dated August 31, 2006 and filed for record under Clerk's File No. 20060029232 of the Harris County Official Public Records of Real Property, passing a found 5/8-inch iron rod (with cap stamped "King 4503") at a distance of 4.83 feet, continuing for a total distance of 388.70 feet to a found 5/8-inch iron rod (with cap stamped "King 4503") in the northeast right-of-way of said Huffsmith-Kohrville Road and the southwest line of said Unrestricted Reserve "C", for the northwest corner of said 8.000 acres and the most westerly southwest corner of said 78.4754 acres and the herein described tract;

THENCE, North 17°59'55" West, 1235.43 feet along northeast right-of-way of said Huffsmith-Kohrville Road, the southwest line of said Unrestricted Reserve "C" to the **POINT OF BEGINNING, CONTAINING** 70.3604 acres of land in Harris County, Texas

Cotton Surveying Company
8701 New Trails Drive, Suite 200
The Woodlands, TX 77381-4241
(281) 363-4039

Acting By/Through Ronald L. Hauck
Registered Professional Land Surveyor
No. 5343
rhauck@jonescarter.com
Texas Board of Professional Land Surveying
Registration No. 10046106

June 24, 2014

002426.4824-9705-9356.v2

Public Improvement District Number Four
Alexander Estates Section One Assessment Roll
City of Tomball, Texas

Owner	Lot	Block	Lot Size	principal	annual payment	term	annual admin fee	total annual payment
Triple LE, LLC	1	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	19	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	20	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	21	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	22	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	1	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	2	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	3	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	4	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	5	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	6	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	7	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	8	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	9	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31

Triple LE, LLC	24	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	2	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	3	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	4	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	5	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	6	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	7	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	8	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	9	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	27	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	28	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	31	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	32	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	33	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	34	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	35	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	27	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	28	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	31	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	1	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

Triple LE, LLC	9	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	19	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	20	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31

Public Improvement District Number Four
Alexander Estates Section Two Assessment Roll (Alexander Estates Replat No. 3)
City of Tomball, Texas

Owner	Lot	Block	Lot Size	principal	annual payment	term	annual admin fee	total annual payment
Triple LE, LLC	23	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Lennar Homes of Texas Land & Construction LTD	27	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Lennar Homes of Texas Land & Construction LTD	28	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	36	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	37	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	38	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	39	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	40	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	41	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	42	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	43	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	44	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	45	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	46	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	47	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	48	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	49	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	50	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	51	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	52	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	53	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	54	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	55	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	56	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	57	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	58	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	59	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	60	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	61	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	62	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	63	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	64	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	65	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	66	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	67	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	68	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	69	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	70	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	71	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	72	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	73	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	74	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	75	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	76	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	77	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

Triple LE, LLC	78	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	79	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	80	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	26	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	27	6	50'	$ 26,053.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	28	6	50'	$ 26,054.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	29	6	50'	$ 26,055.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	30	6	50'	$ 26,056.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	31	6	50'	$ 26,057.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	32	6	50'	$ 26,058.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	33	6	50'	$ 26,059.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	34	6	50'	$ 26,060.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	35	6	50'	$ 26,061.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	36	6	50'	$ 26,062.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	37	6	50'	$ 26,063.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	38	6	50'	$ 26,064.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	39	6	50'	$ 26,065.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	40	6	50'	$ 26,066.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	41	6	50'	$ 26,067.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	42	6	50'	$ 26,068.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	43	6	50'	$ 26,069.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	44	6	50'	$ 26,070.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	45	6	50'	$ 26,071.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	46	6	50'	$ 26,072.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	47	6	50'	$ 26,073.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	48	6	50'	$ 26,074.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	49	6	50'	$ 26,075.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	50	6	50'	$ 26,076.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	51	6	50'	$ 26,077.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	52	6	50'	$ 26,078.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	53	6	50'	$ 26,079.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	54	6	50'	$ 26,080.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	55	6	50'	$ 26,081.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	56	6	50'	$ 26,082.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	57	6	50'	$ 26,083.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	58	6	50'	$ 26,085.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	59	6	50'	$ 26,086.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Four (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-41, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Yaupon Trails Public Improvement District Number 5 (PID 5). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 5 are not changing.

The original SAP was adopted by City Council on September 6, 2016 (Ordinance No. 2016-16) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 5 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$88,418.16
Total Assessments: $88,418.16	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-40, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

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

ORDINANCE NO. 2025-41

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE YAUPON TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Yaupon Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for March 2, 2015 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on March 2, 2015; and

WHEREAS, on March 2, 2015 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 16, 2015 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 15th day of August 2016, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Five
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2015-05 creating the Public Improvement District Number Five ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Yaupon Trails

Yaupon Trails contains 10.9461 acres of land and will contain 37 lots within the PID. The public improvements authorized under this Plan for Yaupon Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,023,685
Financing Costs (15 years @ 2.75%)	$239,430
Total Improvements	$1,263,115
Administration (5%)	$63,156
Total Costs (15 years)	$1,326,271

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2015. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 27,667.16	$2,275.88	15 years	$ 133.79	$ 2,389.68

11. Levy and Collection

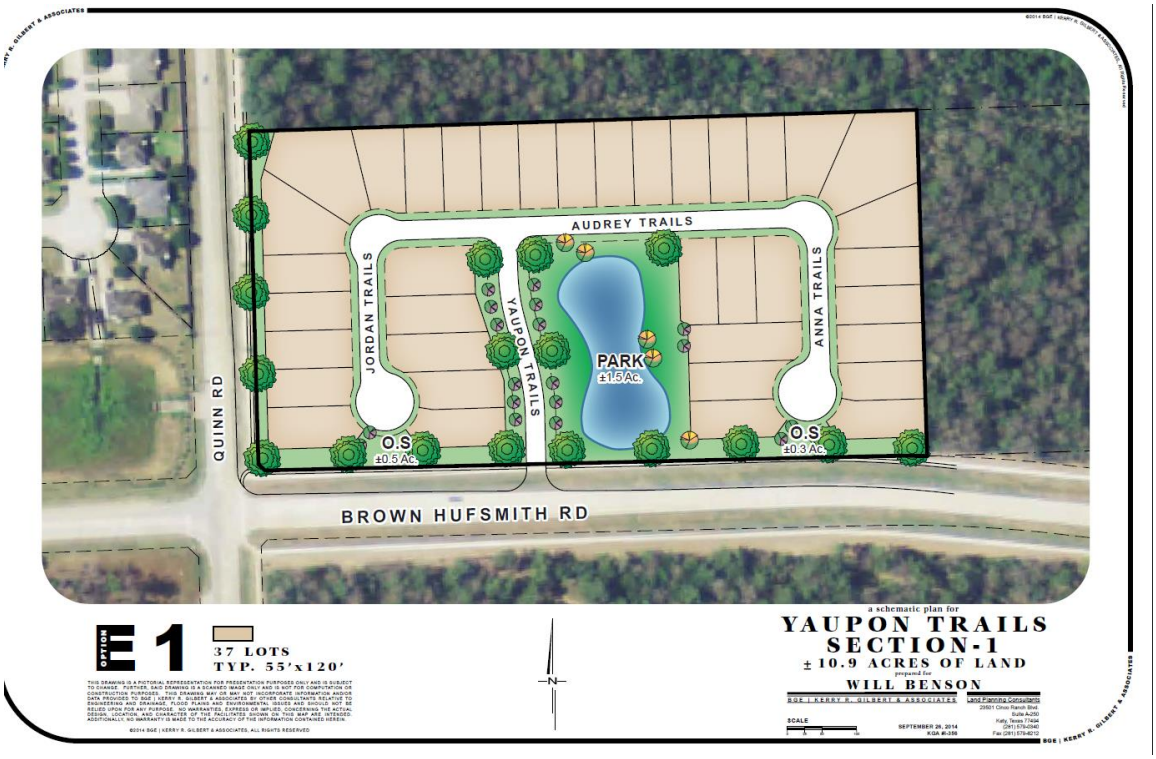
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A


AUDREY TRAILS
JORDAN TRAILS
YAUPON TRAILS
ANNA TRAILS
PARK
±1.5 Ac.
O.S
±0.5 Ac.
O.S
±0.3 Ac.
QUINN RD
BROWN HUFSMITH RD
OPTION
E 1
37 LOTS
TYP. 55'x120'
a schematic plan for
YAUPON TRAILS
SECTION-1
± 10.9 ACRES OF LAND
prepared for
WILL BENSON
SCALE
SEPTEMBER 29, 2014

Public Improvement District Number Five
Yaupon Trails Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
2	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
3	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
4	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
5	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
6	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
7	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
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37	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Five (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-42, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Copper Cove Public Improvement District Number 6 (PID 6).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Copper Cove Public Improvement District Number 6 (PID 6). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 6 are not changing.

The original SAP was adopted by City Council on March 4, 2019 (Ordinance No. 2019-01) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 6 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$101,919.48
Total Assessments: $101,919.48	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-42, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Copper Cove Public Improvement District Number 6 (PID 6).

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

ORDINANCE NO. 2025-42

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE COPPER COVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Copper Cove Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for November 6, 2017 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 6, 2017; and

WHEREAS, on November 6, 2017 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on November 6, 2017 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 18th day of February 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Six
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2017-18 creating the Public Improvement District Number Six ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Yaupon Trails

Yaupon Trails contains 13.6 acres of land and will contain 52 lots within the PID. The public improvements authorized under this Plan for Yaupon Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,180,000
Financing Costs (15 years @ 2.75%)	$275,990
Total Improvements	$1,455,990
Administration (5%)	$72,800
Total Costs (15 years)	$1,528,790

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2017. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 22,692.31	$1,866.65	15 years	$ 93.33	$ 1,959.98

11. Levy and Collection

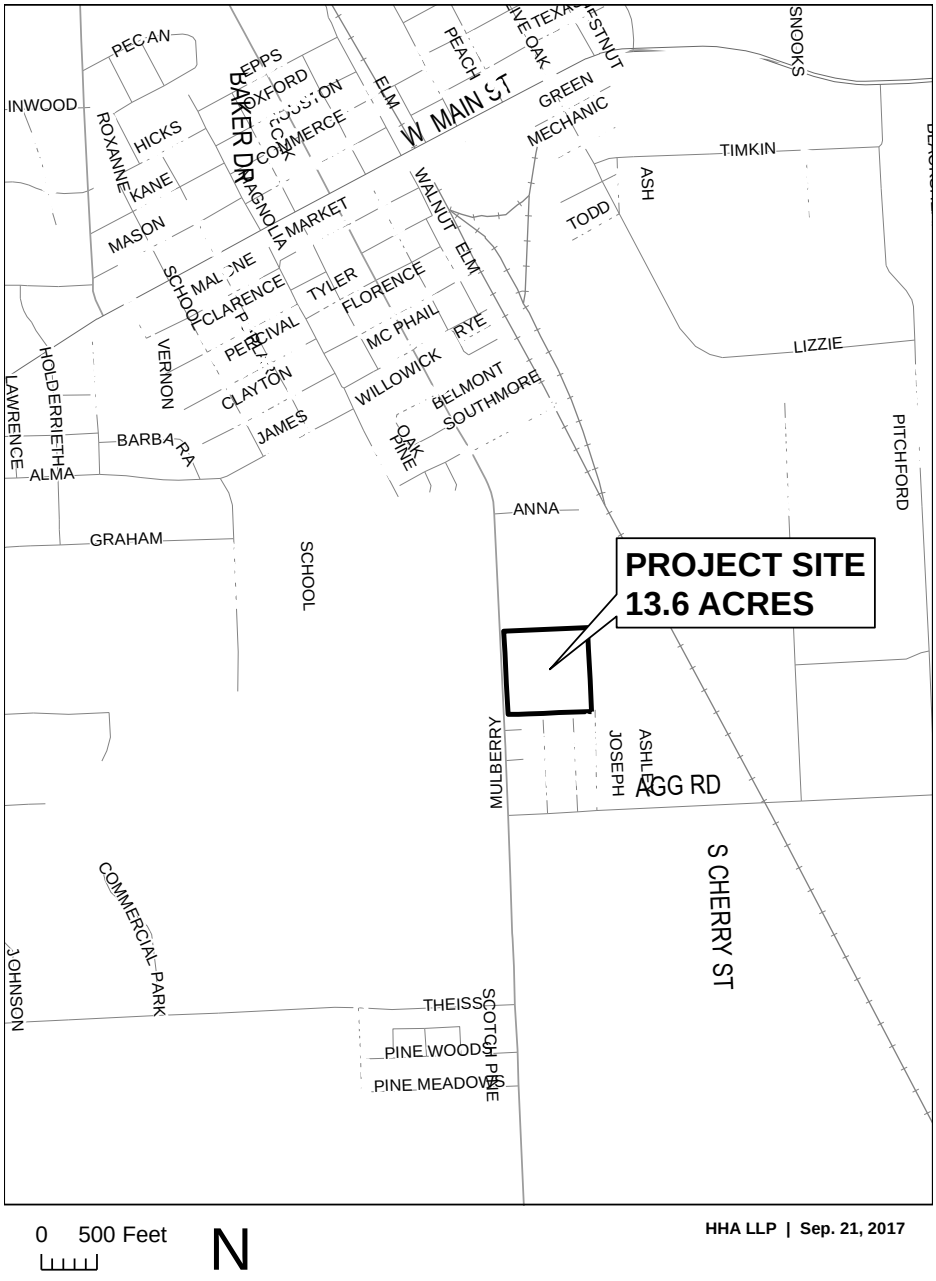
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A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CLAYTON
WILLOWICK
BELMONT
SOUTHMORE
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Public Improvement District Number Six
Copper Cove Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
2	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
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5	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
6	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
7	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
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27	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
28	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
29	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
30	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
31	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
32	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
33	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
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41	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
42	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
43	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
44	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
45	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
46	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
47	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
48	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
49	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
50	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
51	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Six (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)
(insert name of public improvement district)
(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)
(insert name of city council or county commissioners court, as applicable)
(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-43, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Grand Junction Public Improvement District Number 7 (PID 7).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Grand Junction Public Improvement District Number 7 (PID 7). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 7 are not changing.

The original SAP was adopted by City Council on October 21, 2019 (Ordinance No. 2019-25) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 7 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$88,235.77
Total Assessments: $88,235.77	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-43, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Grand Junction Public Improvement District Number 7 (PID 7).

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

ORDINANCE NO. 2025-43

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GRAND JUNCTION PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Grand Junction Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for March 19, 2018 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on March 19, 2018; and

WHEREAS, on March 19, 2018 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 19, 2018 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 7th day of October 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Seven
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2018-08 creating the Public Improvement District Number Seven ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Grand Junction

Grand Junction contains 12.7 acres of land and will contain 49 lots within the PID. The public improvements authorized under this Plan for Grand Junction and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,021,650
Financing Costs (15 years @ 2.7490%)	$238,862
Total Improvements	$1,260,512
Administration (5%)	$63,026
Total Costs (15 years)	$1,323,538

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.7490% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

11. Levy and Collection

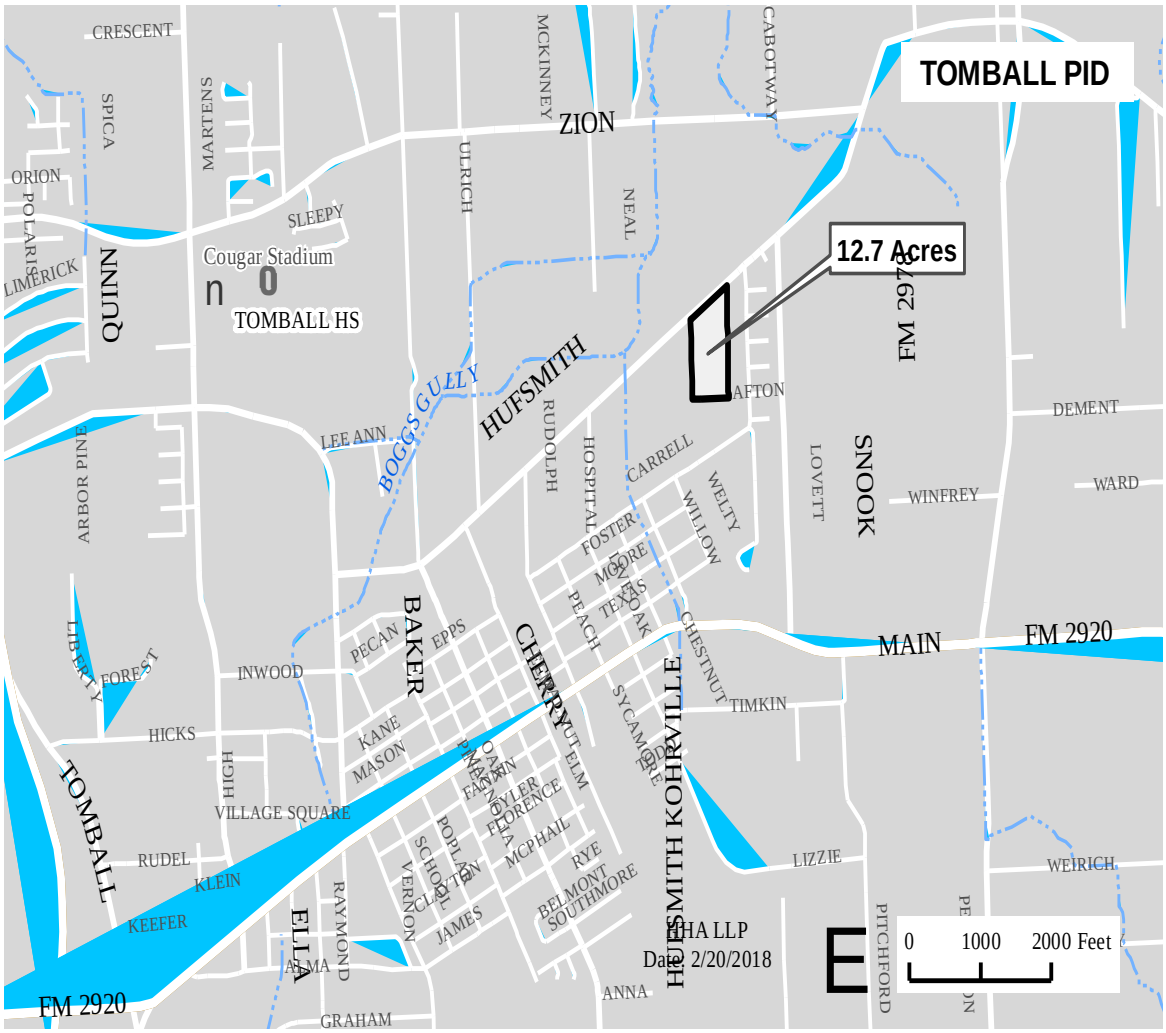
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A


TOMBALL PID
12.7 Acres
CRESCENT
SPICA
MARTENS
MCKINNEY
ZION
CABOTWAY
ORION
POLARIS
SLEEPY
ULRICH
NEAL
LIMERICK
QUINN
Cougar Stadium
TOMBALL HS
FM 2978
HUFSMITH
BOGGS GULLY
AFTON
DEMENT
LEE ANN
ARBOR PINE
RUDOLPH
HOSPITAL
CARRELL
LOVETT
SNOOK
WINFREY
WARD
FOSTER
WELTY
WILLOW
MOORE
TEXAS
OAK
PEACH
CHESTNUT
MAIN
FM 2920
LIBERTY
FOREST
INWOOD
PECAN
EPPS
BAKER
CHERRY
TIMKIN
HICKS
KANE
MASON
SYCAMORE
ELM
HUFSMITH KOHRVILLE
HIGH
VILLAGE SQUARE
PALM
FANNIN
OYLER
FLORENCE
ELLA
MCPHAIL
TOMBALL
RUDEL
KLEIN
KEEFER
POPLAR
SCHOOL
VERNON
CLAY
JAMES
RAYMOND
ALMA
RYE
BELMONT
SOUTHMORE
LIZZIE
WEIRICH
PITCHFORD
ANNA
GRAHAM
FM 2920
HA LLP
Date: 2/20/2018
0
1000
2000 Feet

Public Improvement District Number Seven
Grand Junction Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
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5	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
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14	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
15	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
16	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
17	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
18	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
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30	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
31	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
32	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
33	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
34	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
35	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
36	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
37	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
1	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
4	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
5	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
11	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
12	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Seven (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-44, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Timber Trails Public Improvement District Number 8 (PID 8).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Timber Trails Public Improvement District Number 8 (PID 8). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 8 are not changing.

The original SAP was adopted by City Council on October 20, 2020 (Ordinance No. 2020-15) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 8 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$228,885.63
Total Assessments: $228,885.63	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-44, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Timber Trails Public Improvement District Number 8 (PID 8).

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

ORDINANCE NO. 2025-44

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE TIMBER TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Timber Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for November 5, 2018 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 5, 2018; and

WHEREAS, on November 5, 2018 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on November 5, 2018 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Eight
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2018-29 creating the Public Improvement District Number Eight ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Timber Trails

Timber Trails contains 23.6 acres of land and will contain 104 lots within the PID. The public improvements authorized under this Plan for Timber Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$2,650,000
Financing Costs (15 years @ 2.75%)	$619,799
Total Improvements	$3,269,799
Administration (5%)	$163,490
Total Costs (15 years)	$3,433,290

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lot basis with two lot categories. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

40-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 21,810.70	$1,794.13	15 years	$ 103.80	$ 1,897.93

50-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 27,263.37	$2,242.66	15 years	$ 103.80	$ 2,346.46

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

DESCRIPTION OF
23.632 ACRES OR 1,029,412 SQ. FT.

A TRACT OR PARCEL CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND, BEING OUT OF A CALLED 25.7329 ACRE TRACT OF LAND CONVEYED TO JAYANTI K. PATEL, AS RECORDED UNDER HARRIS COUNTY CLERK FILE (H.C.C.F.) NUMBER (NO.) 20080549943, BEING A PORTION OF LOTS 82, 78, 79, 75, 96, 95, 94, AND 93 OF FIVE ACRE TRACTS TOM BALL TOWNSITE, MAP OR PLAT THEREOF RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 65, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SITUATED IN THE RALPH HUBBARD SURVEY, ABSTRACT NO. 383, HARRIS COUNTY, TEXAS, WITH SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST RIGHT OF WAY (R.O.W.) LINE OF CARRELL STREET, 60 FEET WIDE, FOR THE SOUTHWEST CORNER OF A CALLED 2.775 ACRE TRACT OF LAND CONVEYED TO WILLIAM DOCK ADAMS, AS RECORDED UNDER H.C.C.F. NO. 20100137241, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST R.O.W. LINE OF SAID CARRELL STREET, A DISTANCE OF 194.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 1.6116 ACRE TRACT CONVEYED TO JOSE BARAJAS, AS RECORDED UNDER H.C.C.F. NO. Y732741, AND A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 28 DEG. 13 MIN. 32 SEC. WEST, ALONG THE NORTHEAST LINE OF SAID CALLED 1.6116 ACRE TRACT, A DISTANCE OF 208.00 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 1.6116 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST LINE OF SAID CALLED 1.6116 ACRE TRACT, PASSING AT A DISTANCE OF 337.50 FEET A CAPPED 1/2 INCH IRON ROD STAMPED "WEST STAR" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 1.6116 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 427.04 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 29 DEG. 38 MIN. 31 SEC. WEST, A DISTANCE OF 345.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF A CALLED 70 FEET WIDE STRIP OF LAND CONVEYED TO HARRIS COUNTY FLOOD CONTROL DISTRICT, AS RECORDED UNDER H.C.C.F. NO. B258990, FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 23 MIN. 20 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 70 FEET WIDE STRIP OF LAND, A DISTANCE OF 812.86 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST R.O.W. LINE OF HUFFSMITH ROAD, CALLED 50 FEET WIDE, FOR THE NORTHEAST CORNER OF SAID CALLED 70 FEET WIDE STRIP OF LAND, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53 DEG. 38 MIN. 53 SEC. EAST, ALONG THE SOUTHEAST R.O.W. LINE OF SAID HUFFSMITH ROAD, A DISTANCE OF 866.89 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" FOR THE NORTHWEST CORNER OF A CALLED 3.0832 ACRE TRACT CONVEYED TO FRANK HARVEY METZLER, AS RECORDED UNDER H.C.C.F. NO. 20120329200, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 23 MIN. 55 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 638.91 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 46 MIN. 08 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 189.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 12.707 ACRE TRACT CONVEYED TO TOMBALL GRAND JUNCTION, LLC, AS RECORDED UNDER H.C.C.F. NO. RP-2018-247147, FOR THE SOUTHEAST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" BEARS NORTH 87 DEG. 48 MIN. 18 SEC. EAST, 0.42 FEET;

THENCE, SOUTH 01 DEG. 23 MIN. 33 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 12.707 ACRE TRACT, A DISTANCE OF 122.27 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 12.707 ACRE TRACT, THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID CALLED 2.775 ACRE TRACT, AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 28 MIN. 47 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 337.40 FEET TO A 3/4 INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF SAID CALLED 2.775 ACRE TRACT, AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 54 MIN. 18 SEC. WEST, ALONG A NORTH LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 89.29 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID CALLED 2.775 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 22 MIN. 26 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 421.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

10-15-2018
DATE

Public Improvement District Number Eight
Timber Trails Subdivision Section One Assessment Roll
City of Tomball, Texas

OWNER	Block	Lot	Lot Width	Principal	Assessment with Interest	Term	Annual Payment	Admin Fee	Total Annual Payment
Stylecraft Builders, Inc.	1	1	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	2	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	3	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	4	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	5	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	6	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	7	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	8	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	9	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	10	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	11	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
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Stylecraft Builders, Inc.	1	13	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	14	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	15	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	16	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	17	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	18	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	19	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	20	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	21	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	22	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	23	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	24	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	25	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	26	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	27	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
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Tomball Timber Trails, LLC	1	30	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	31	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	32	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	33	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	2	1	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	2	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	3	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	4	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	5	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	6	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
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Stylecraft Builders, Inc.	3	3	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	3	4	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
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Stylecraft Builders, Inc.	3	8	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	9	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
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Stylecraft Builders, Inc.	3	16	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	17	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
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Stylecraft Builders, Inc.	3	22	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	23	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	24	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	25	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	26	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	27	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
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Tomball Timber Trails, LLC	3	33	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Tomball Timber Trails, LLC	3	34	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Tomball Timber Trails, LLC	3	35	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Tomball Timber Trails, LLC	3	36	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Tomball Timber Trails, LLC	3	37	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Tomball Timber Trails, LLC	3	38	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	39	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	40	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	41	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	3	42	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Eight (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

Adopt, on First Reading, Ordinance No. 2025-45, an Ordinance of the City of Tomball, Texas Authorizing and Approving the Calendar Year 2025 Annual Service and Assessment Plan (SAP) Update for the Pine Trails Public Improvement District Number 13 (PID 13).

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Pine Trails Public Improvement District Number 13 (PID 13). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 13 are not changing.

The original SAP was adopted by City Council on October 3, 2022 (Ordinance No. 2022-27) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 13 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$163,170.00
Total Assessments: $163,170.00	

Origination: Project Management

Recommendation:

Staff recommends adopting on first reading, Ordinance 2025-45, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Pine Trails Public Improvement District Number 13 (PID 13).

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

ORDINANCE NO. 2025-45

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PINE TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Pine Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for September 20, 2021 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021; and

WHEREAS, on September 20, 2021 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on September 20, 2021 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 19th day of September 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

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 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Thirteen
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2021-25 creating the Public Improvement District Number Thirteen ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Pine Trails of Tomball

Pine Trails of Tomball Subdivision contains 13.38 acres of land and will contain 50 lots within the PID. The public improvements authorized under this Plan for Pine Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,668,925
Financing Costs (15 years @ 4.5%)	$662,075
Total Improvements	$2,331,000
Administration (5%)	$116,550
Total Costs (15 years)	$2,447,550

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2021. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	City Annual Administrative Cost	Annual Administrative Cost	Total Annual Payment
$ 33,378.51	$3,108.00	15 years	$60.00	$ 95.40	$ 3,263.40

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been

improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or by full improvement valuation on the Harris County Appraisal District rolls. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. Y538668 and Y976041, respectively, of the Real Property Records of Harris County, Texas.

Public Improvement District Number Thirteen
Pine Trails of Tomball Subdivision Assessment Roll
City of Tomball, Texas

OWNER	Block	Lot	Principal	Term	Interest Rate	Annual Payment	City Admin Fee	Admin Fee	Total Annual Payment
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	9	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	11	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	12	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	13	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	14	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	15	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	16	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	19	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	20	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	21	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	22	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	23	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	24	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	25	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	26	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	27	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	28	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	29	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	30	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	31	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	32	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
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CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
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CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Thirteen (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:
The official ballot for the election of the Region 14 Director of Texas Municipal League (TML) has been received by the City Secretary. Each TML member city is entitled to one vote, which must be cast by a majority vote of the City Council. The nominees on the ballot have been nominated to serve a one-year term on the TML Board of Directors:

- Sally Branson, Council Member, Friendswood (Incumbent)
- Robin Collins, Mayor, Kemah
- Tom Crews, Council Member, League City
- Emmanual Guerro, Council Member, Pasadena
- Josh Pratt, Council Member, Bunker Hill Village
- Frank W. Robinson, Council Member, Shenandoah

Ballots much be submitted to the TML office by 5pm, October 23, 2025.

Origination: City Secretary

Recommendation: Vote for one candidate for TML Region 14 Director.

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

FUNDING (IF APPLICABLE)

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

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

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

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

OFFICIAL BALLOT

Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a one-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 23, 2025. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 14 Director (select one)

- ☐ **Sally Branson, Councilmember, Friendswood (Incumbent)**
- ☐ **Robin Collins, Mayor, Kemah**
- ☐ **Tom Crews, Councilmember, League City**
- ☐ **Emmanuel Guerrero, Councilmember, Pasadena**
- ☐ **Josh Pratt, Councilmember, Bunker Hill Village**
- ☐ **Frank W. Robinson, Councilmember, Shenandoah**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2025.

_____ _____

Signature of Authorized Official Title

_____ _____

Printed Name of Authorized Official Printed Name of City

Region 14 Director Candidate Biographies

Sally Branson, Councilmember, Friendswood (Incumbent)

Sally Branson is a lifelong Friendswoodian. After graduating from Friendswood High School in 1976, she briefly moved away to attend The University of Texas at Austin receiving her BBA. She returned to Friendswood where she met and married her husband of 35 years, Jon. They raised three children, all of whom graduated from Friendswood High School. She is now the proud grandmother of three grandchildren currently making their way through the Friendswood school system as Sally and her children did. She began her career at NASA Johnson Space Center in the Chief Financial Officers Directorate in 1989, prior to joining the financial services industry in 2000. Unsurprisingly, she chose downtown Friendswood as the location for her business that she manages with her oldest son. Councilmember Branson believes in giving back to her community and is currently serving as chair of the Galveston County Historical Commission and is on the board of the Friendswood Historical Society. She is also an active member of the Friendswood Rotary Club. She also served on the board for the Friendswood Education Foundation for over 18 years and participated in the establishment of the Friends of Downtown Friendswood Association. Branson currently serves as liaison to the Houston-Galveston Area Council and the Community Economic Develop Committee. She is also serving as the current president of Texas Municipal League Region 14. Prior to being elected to Friendswood City Council in 2017, she served on the Planning and Zoning Commission for three years.

Robin Collins, Mayor, Kemah

Robin Collins proudly serves the City of Kemah with a deep commitment to preserving the charm, character, and coastal heritage that define her hometown. Elected as mayor in 2023 and now serving her second term, she brings experienced, steady leadership rooted in tradition, accountability, and a strong belief in the power of local government to improve everyday life. Collins has prioritized community engagement, economic development, and public safety. Under her leadership, Kemah continues to thrive as both a welcoming community for residents and a sought-after destination for visitors. Her focus on infrastructure, transparency, and regional partnerships has helped Kemah grow responsibly while preserving its unique identity. Her service in public office began in 2009 when she was elected to the Kemah City Council. She served through 2023, including time as mayor pro tem and Kemah's representative to the Houston-Galveston Area Council (HGAC). She currently serves as president of the Galveston County Mayor and Councilmember Association, where she continues to build consensus and foster collaboration across city lines. With years of experience in municipal government and regional leadership, Collins understands the challenges of cities in Region 14, particularly smaller and coastal communities. She is committed to making sure those voices are heard at the state level. She is a firm believer in servant leadership and strives to lead with humility, consistency, and a commitment to listening. Collins is passionate about fostering collaboration among municipal leaders and ensuring that every community—regardless of size—has a seat at the table.

Tom Crews, Councilmember, League City

Tom Crews is a Certified Public Accountant and the owner of a family-run CPA firm based in League City. He and his wife, Chrissy, founded the practice in 2015, and it has since become a trusted business in the community. Their children are also involved in the firm, making it a true family operation. Crews currently serves on the League City Council in Position 3. First elected in 2022 and re-elected in 2024, he brings over a decade of financial experience to his role in local government. Before joining the council, he served as chair of both the League City Finance Committee and the Charter Review Committee, gaining a strong foundation in municipal budgeting and policy. To further strengthen his public service skills, Crews is currently enrolled in the Texas Municipal League's Certified Municipal Official (CMO) program. His dual roles as a business owner and public servant allow him to effectively represent both residents and local entrepreneurs. He is committed to fiscal responsibility, efficient city services, and sustainable growth for League City. In addition to his professional and civic work, Crews and his family are active volunteers in the community. They support several local nonprofits and regularly participate in service projects, reflecting their strong belief in giving back to the city they call home.

Emmanuel Guerrero, Councilmember, Pasadena

Emmanuel Guerrero grew up in a blue-collar family, raised by a single mother. He is the eldest brother of five siblings. He is a first-generation college graduate from the University of Houston's Bauer Business School obtaining a double Bachelor of Business Administration (BBA) in finance and marketing in three years. He worked many sales jobs and services jobs while obtaining his bachelor's degree at the University of Houston from 2015-2018, maintaining two jobs and attending school full time. His professional career and experience have been in two Fortunate 100 food companies, a Fortune 100 oil and gas company, and a Fortune 100 food company. Currently, he works for a consulting firm specializing in disaster relief, emergency response, economic development, grant management, and compliance and review. At 24, he was promoted to be the youngest manager in the firm's history, helping to oversee $400 million through CARES, ARPA, and ERA federal funds. Guerrero was elected as Pasadena City councilman of District C at age 26, making history as the youngest councilman in the City's history. Since being in office, he has led initiatives resulting in $5.9 million in waterline improvements, $9.9 million in sewer rehabilitations, $7.3 million in reconstruction projects, $150,000 in water well improvements, and has created various scholarships opportunities for the lowest income school in Pasadena. His commitment to his community is unparalleled.

Josh Pratt, Councilmember, Bunker Hill Village

Councilmember Josh Pratt grew up in Houston and relocated his family to the Memorial Villages in 2014. With a focus on secure families, financials, and small-town community feel, he was elected to the Bunker Hill Village City Council in 2025. Pratt served on the City's Zoning Board of Adjustment as well as various boards and committees in local government, business, and church. He is a certified public accountant working in the private sector. He and his wife have one child.

Frank W. Robinson, Councilmember, Shenandoah

Frank W. Robinson, BA, MPA, ICMA-CM (Retired) is an elected member of the City of Shenandoah City Council and an accomplished public administrator. He holds a bachelor's degree from the University of North Texas and a Master of Public Administration from Sam Houston State University. After 38 years of public service, 29 of those years as a chief administrative officer and city manager in Texas and California, Robinson retired in 2017. He began his public service career as a police officer in Denton, eventually receiving an appointment as chief of police in the City of West University Place before transitioning to city management. He is best known for his role in the development of the downtown of The Woodlands. Robinson served 14 years as president and township manager for The Woodlands Township (formerly known as the Town Center Improvement District of Montgomery County). He led the organization through visioning and goal setting to define the Township's vision and mission as a local government focused on creating public benefit. In 2020, he came out of retirement to assist the City of Conroe in the position of downtown manager and implemented the newly adopted Downtown Conroe Development Plan and promote the historical preservation and economic development of downtown Conroe. Robinson successfully attracted new entertainment and dining venues to the downtown's Central Business District, brought in an estimated $54 million in new development investment, and facilitated the recertification of Conroe as a Texas Main Street Community and receiving the coveted Cultural District designation by the Texas Commission on the Arts. In January 2023, Robinson retired once again and was elected to the City of Shenandoah's City Council in May 2024. He remains an active member of the Texas City Management Association.