

NOTICE OF SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Monday, August 04, 2025
5:00 P.M.**

Notice is hereby given of a Workshop meeting of the Tomball City Council, to be held on Monday, August 04, 2025 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 869 4463 0677 Passcode: 944427. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- C. General Discussion
 - 1. Selection of a new City Auditor
- D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)
 - 1. Conditional Use Permit Case CUP25-06: Request by H&L PLAZA LLC, represented by Tom Nguyen, for a Conditional Use Permit to allow the land use of "Amusement devices/arcade" within the City of Tomball's General Retail (GR) zoning district. This request affects approximately 1.0532 acres of land legally described as being a tract of land situated in the J. House Survey, Abstract No. 34. The property is located at 1101 Alma Street, within the City of Tomball, Harris County, Texas.

2. Workshop Discussion Only – Approve a contract with ISJ Underground Utilities, LLC for the construction of a water line extension along E. Hufsmith (Project No. 2023-10002), for a not-to-exceed amount of \$1,220,495.50 (Bid No. 2025-18), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
3. Workshop Discussion Only – Approve a Professional Services Agreement with Freese & Nichols, Inc. for the design of drainage improvements for North Star Estates Erosion Repair – Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of \$48,337, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is to be paid from the Capital Improvement Project budget for fiscal year 2024-2025.
4. Workshop Discussion Only - Approve Resolution No. 2025-35, a Resolution of the City of Tomball, Texas, approving the Master Fee Schedule for Fiscal Year 2025-2026.
5. Workshop Discussion Only – Approve Changes to Administrative Policy No. 9, Procurement Policy and Manual.
6. Workshop Discussion Only - Approve Resolution No. 2025-36, a Resolution of the City of Tomball, Texas, Adopting the City of Tomball’s Fiscal Year 2026-2030 Capital Improvement Plan.

E. 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 31st day of July 2025 by 5:00 P.M., and remained posted for at least 72 continuous hours 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: August 4, 2025

Topic:

Selection of a new City Auditor

Background:

The Current City Auditor's contract expired with the completion of the FY2024 audit. An RFP was advertised and 5 firms responded.

Origination: Finance Director

Recommendation:

This item is for discussion only.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: Bragg Farmer 07.30.25 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 4, 2025

Topic:

Conditional Use Permit Case CUP25-06: Request by H&L PLAZA LLC, represented by Tom Nguyen, for a Conditional Use Permit to allow the land use of “Amusement devices/arcade” within the City of Tomball’s General Retail (GR) zoning district. This request affects approximately 1.0532 acres of land legally described as being a tract of land situated in the J. House Survey, Abstract No. 34. The property is located at 1101 Alma Street, within the City of Tomball, Harris County, Texas.

Background:

Origination: H&L PLAZA LLC, represented by Tom Nguyen

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

FUNDING (IF APPLICABLE)

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

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

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

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



APPLICATION FOR CONDITIONAL USE PERMIT

Planning Division

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for Conditional Use Permit (CUP) request

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Tom Nguyen Title: Store Manager
Mailing Address: 1101 Alma St, Suite 100 City: Tomball State: TX
Zip: 77375 Contact: Anne Tran
Phone: (713) 6288578 Email: esytrendy@gmail.com

Owner

Name: Dr. Hang A. Le Title: Owner
Mailing Address: 103 E. Black Knight Dr. City: Spring State: TX
Zip: 77382 Contact: Dr. Hang Le
Phone: (228) 861-6338 Email: Hangle2014@gmail.com

Engineer/Surveyor (if applicable)

Name: N/A Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: () Fax: () Email: _____

Description of Proposed Project: Arcade center and general retail

Physical Location of Property: 1101 Alma St, Suite 100
 [General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 27K ABST 34 J HOUSE
 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]



HCAD Identification Number: 0402700010736 Acreage: 1.0532

Current Use of Property: Vacant

Proposed Use of Property: Arcade-style games/machines and general retail

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X		6/29/25
Signature of Applicant		Date
X		6/29/25
Signature of Owner		Date

June 29, 2025

Tom Nguyen

1101 Alma St., Unit 100

Tomball, TX 77375

City of Tomball

401 Market Street

Tomball, TX 77375

Subject: Request for Approval of Conditional Use Permit for Arcade and Retail Business

Dear Members of the Planning and City Council,

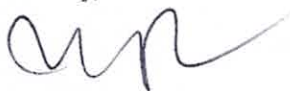
I respectfully submit this application for a Conditional Use Permit (CUP) for a proposed arcade and retail business located at 1101 Alma St., Suite 100. This commercial unit, zoned as GR – General Retail District, has been vacant for almost two years. With your approval, we intend to transform this unused retail location into a vibrant and family-friendly spot that adds value to the community.

We're planning to install arcade-style game machines and retail business including but not limited to toys, clothes, and refreshments to create a casual and family-friendly location that gives people a reason to stop by and enjoy themselves. We believe it could add a little extra energy to the area, support nearby businesses, generate new jobs, and bring in some extra tax revenue for the city too.

We'll make sure everything we do follows the city's guidelines, and we're happy to provide anything else you might need from us during the process. We are looking forward to bringing something positive to the community and to partnering with the city to turn this long unused space into a positive asset for Tomball.

We respectfully ask for your thoughtful consideration and support of this application

Sincerely,

A handwritten signature in blue ink, appearing to be 'Tom Nguyen', written over a light blue horizontal line.

Tom Nguyen







Location



Legend

 CUP Boundary

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 4, 2025

Topic:

Workshop Discussion Only – Approve a contract with ISJ Underground Utilities, LLC for the construction of a water line extension along E. Hufsmith (Project No. 2023-10002), for a not-to-exceed amount of \$1,220,495.50 (Bid No. 2025-18), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Background:

The City completed and adopted an update to the Water Master Plan in 2023 (Resolution Number 2023-48). The adopted plan identified projects and improvements to the City’s water distribution system that would serve current and anticipated future water demands. The projects provided were utilized to develop the City’s five-year Capital Improvement Plan that was adopted on September 18, 2023 (Resolution Number 2023-43). The recommendations included the design and construction of a 16-inch water line extension along E. Hufsmith.

The proposed 16-inch water line extension along E. Hufsmith was identified in the Water Master Plan as a high-priority project to be completed within five years. The project is to construct a 16-inch water line along E. Hufsmith from the current end of the existing 16-inch line at Timber Trails Lake Place extending to the intersection of Ulrich Road/S. Cherry Street. The project will ensure the ability to serve future peak hourly demand and provide distribution system capacity for maintaining the Ulrich elevated storage tank (EST) water level and increasing available fire flow.

Council approved a design contract with Oller Engineering, Inc. (OEI) on February 5, 2024. Staff has worked with OEI to design the water line extension based on the recommendations and requirements in the Water Master Plan. To obtain the most favorable pricing and in accordance with the City’s Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Oller Engineering office. Submissions were due on Thursday, July 24, 2025.

A total of five (5) bids were received, and after a thorough review of all submissions it was determined that ISJ Underground Utilities, LLC was the lowest responsive and most qualified contractor to complete the project for a total amount not-to-exceed \$1,220,495.50. Below is a breakdown of the current funding allocated for the project.

16-inch Water Line Extension – E. Hufsmith		
Budget Breakdown		
Element	Budgeted Amount	Contract Amount Remaining
Engineering – Oller Engineering	\$346,382	\$200,076.30
Misc – BNSF	\$4,966	\$0.00
Construction – ISJ	\$1,220,495.50	N/A
Project Budget \$2,557,000	Total Contracts \$1,571,843.50	Remaining Budget \$985,156.50

Origination: Project Management

Recommendation:

Staff recommends awarding a contract to ISJ Underground Utilities, LLC for the construction of a water line extension along E. Hufsmith for an amount not-to-exceed \$1,220,495.50.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #400-613-6409 (251)

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

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

Base Bid Tabulation for (City of Tomball)

Bid Date July 24, 2025, 2:00 PM



2901 Wilcrest Dr., Suite 550
Houston, TX 77042
806.993.6226

PROJECT: City of Tomball - 16 Inch Water Line Extension - Hufsmith Road
OEI PROJECT NO.: ID: City of Tomball Project No. 2024-10002

DATE: 7/29/2025
INITIALS: AV

PAGE: 1

Item	Description	ISJ Underground Utilities LLC				Experts Underground Solutions		Faith Utilities LLC		Trilogy Civil Construction		Bull-G Construction Limited Liability Company	
Base Bid		Unit	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization, Setup, and Project Overhead for all Equipment, Work on the Project, Including Related Items and Appurtenances, Complete in Place.	LS	1.00	\$165,000.00	\$165,000.00	\$45,000.00	\$45,000.00	\$75,000.00	\$75,000.00	\$74,860.00	\$74,860.00	\$75,000.00	\$75,000.00
2	16" C900 FPVC Pipe (To Include Bedding, and Connection Fittings as Required), Complete in Place	LF	3,700.00	\$141.00	\$521,700.00	\$170.00	\$629,000.00	\$218.00	\$806,600.00	\$220.00	\$814,000.00	\$260.00	\$962,000.00
3	Fusion Welding Trench & Trench Safety	LF	3,700.00	\$0.10	\$370.00	\$1.00	\$3,700.00	\$7.00	\$25,900.00	\$5.00	\$18,500.00	\$20.00	\$74,000.00
4	Bore Under BNSF Railway & Harris Country Flood Control District w/ 24-inch Steel Casing Pipe, Complete in Place	LF	460.00	\$370.50	\$170,430.00	\$630.00	\$289,800.00	\$550.00	\$253,000.00	\$700.00	\$322,000.00	\$817.00	\$375,820.00
5	Regrade Existing Ditch after Completion of Bore, Including All Related Items and Appurtenances, Complete in Place	LS	1.00	\$3,000.00	\$3,000.00	\$5,900.00	\$5,900.00	\$10,000.00	\$10,000.00	\$65,000.00	\$65,000.00	\$5,000.00	\$5,000.00
6	Erosion Control	LS	1.00	\$100.00	\$100.00	\$9,800.00	\$9,800.00	\$2,000.00	\$2,000.00	\$17,200.00	\$17,200.00	\$5,000.00	\$5,000.00
7	Traffic Control	JOB	1.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
8	Asphalt Pavement Repair	SF	2,800.00	\$13.00	\$36,400.00	\$6.00	\$16,800.00	\$10.00	\$28,000.00	\$9.00	\$25,200.00	\$5.00	\$14,000.00
9	Fire Hydrant Assembly, 5-ft bury w/ Gate Valve & Valve Box	EA	1.00	\$6,546.00	\$6,546.00	\$6,897.00	\$6,897.00	\$6,500.00	\$6,500.00	\$5,800.00	\$5,800.00	\$10,000.00	\$10,000.00
10	16" 11.25° Bend, MJ	EA	1.00	\$1,600.00	\$1,600.00	\$1,036.00	\$1,036.00	\$2,500.00	\$2,500.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00
11	16" Cap, MJ	EA	1.00	\$800.00	\$800.00	\$1,005.00	\$1,005.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$4,000.00	\$4,000.00
12	16" Tee, MJ	EA	2.00	\$2,700.00	\$5,400.00	\$1,326.00	\$2,652.00	\$3,500.00	\$7,000.00	\$3,200.00	\$6,400.00	\$5,000.00	\$10,000.00
13	16" Gate Valve & Valve Box, Complete Installation	EA	3.00	\$13,681.50	\$41,044.50	\$7,125.00	\$21,375.00	\$12,000.00	\$36,000.00	\$14,700.00	\$44,100.00	\$15,000.00	\$45,000.00
14	12" x 16" Reducer, MJ	EA	1.00	\$1,100.00	\$1,100.00	\$2,380.00	\$2,380.00	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00
15	12" Tee, MJ	EA	1.00	\$1,800.00	\$1,800.00	\$1,968.00	\$1,968.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,500.00	\$2,500.00
16	16" x 6" Tee, MJ	EA	1.00	\$1,800.00	\$1,800.00	\$1,850.00	\$1,850.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$3,500.00	\$3,500.00
17	6" D.I. Pipe	LF	40.00	\$46.50	\$1,860.00	\$240.00	\$9,600.00	\$100.00	\$4,000.00	\$80.00	\$3,200.00	\$80.00	\$3,200.00
18	Tracer Wire	LF	3,700.00	\$0.10	\$370.00	\$0.68	\$2,516.00	\$5.00	\$18,500.00	\$0.50	\$1,850.00	\$1.00	\$3,700.00
19	Field Locate Existing Utilities for Construction of the Proposed Improvements Including Related Items and Appurtenances, Complete in Place	LS	1.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
20	Site Restoration to Pre-Existing Vegetative Conditions by Hydro Mulch Seeding	SY	2,050.00	\$3.50	\$7,175.00	\$4.00	\$8,200.00	\$5.00	\$10,250.00	\$3.00	\$6,150.00	\$5.00	\$10,250.00
21	Tree and Brush Removal, Clearing and Grubbing, Complete in Place	LS	1.00	\$4,000.00	\$4,000.00	\$1,200.00	\$1,200.00	\$25,000.00	\$25,000.00	\$120,000.00	\$120,000.00	\$10,000.00	\$10,000.00
Base Bid Sub Totals					\$980,495.50		\$1,073,879.00		\$1,332,750.00		\$1,570,060.00		\$1,634,970.00
Cash Allowance Table													
Cash Allowance		Unit	Quantaity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Construction Contingencies	JOB	1.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00	\$210,000.00
2	Construction Testing Contingencies (Density Tests, Cement-sand Backfill, Cast-in-Place Concrete)	JOB	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
CashAllowance Sub Totals					\$240,000.00		\$240,000.00		\$240,000.00		\$240,000.00		\$240,000.00
Grand Total					\$1,220,495.50		\$1,313,879.00		\$1,572,750.00		\$1,810,060.00		\$1,874,970.00



July 29, 2025

Mr. Drew Huffman
Public Works Director
City of Tomball
501 James Street
Tomball, Texas 77375

Re: City of Tomball - 16-Inch Water Line Extension - Hufsmith Road (CIP No. 2024-10002 and Bid No. 2025-18); Engineers Recommendation

Dear Mr. Huffman,

On July 24, 2025 the City of Tomball received five (5) successful bids for the above-mentioned project. This contract is for the installation of approximately 3,700 linear feet of 16-inch C900 DR-18 Fusible PVC along the south side of Hufsmith Road. The project will also require two (2) jack and bore method of installation of a steel encased waterline under BNSF Railway and the Harris County Flood Control District channel. There will be a minimum of four bore pits. After installation of the waterline, the site must be brought back to original site conditions by use of hydro mulch or other method. Project also includes the clearing of a portion of trees just wide enough to install the new water line and provide proper bedding for the new line along with all labor, equipment, and incidentals required to complete this project. The area where trees are removed can be hydro mulched rather than bring back to original conditions. It is our recommendation of Oller Engineering, Inc. that the City of Tomball award the project to ISJ Underground Utilities, LLC for the base bid plus cash contingencies amount to construct the 16-Inch Water Line Extension along the south side of Hufsmith Road complete in full as outlined in the plans and specifications for the total price of \$1,220,495.50 and substantially completed within 120 days.

The bids were checked for mathematical errors/bid irregularities. Our review of the bid tabulation confirms that ISJ Underground Utilities, LLC is the lowest responsible responsive bidder. After considering the bid prices and having worked with ISJ Underground Utilities, LLC on a previous City of Tomball project along S. Persimmon Street and on another project in League City, we feel ISJ Underground Utilities, LLC are more than capable of performing the work for the quoted price successfully.



Should the City have any questions or concerns regarding Oller Engineering Inc.'s recommendation, please do not hesitate to let myself or Mr. Oller know. A copy of the bid tabulation is attached.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Adam Valenzuela'.

Adam Valenzuela
Project Engineer, CFM
Oller Engineering, Inc.

Cc: Mrs. Meagan Mageo, Project Manager - City of Tomball
Mr. Rich Oller, P.E., Principal - Oller Engineering Inc.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 4, 2025

Topic:

Workshop Discussion Only – Approve a Professional Services Agreement with Freese & Nichols, Inc. for the design of drainage improvements for North Star Estates Erosion Repair – Bearing Star Lane (Project No. 2025-10018), for a not-to-exceed amount of \$48,337, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure is to be paid from the Capital Improvement Project budget for fiscal year 2024-2025.

Background:

In 2020, the City of Tomball completed a project for drainage improvements in North Star Estates near Rigel Court that included the construction of a retaining wall and drainage channel stabilization to aid with erosion along the drainage channel. In November 2023, staff was made aware the erosion issues were occurring adjacent to the site where the retaining wall was constructed and staff began working with Freese & Nichols, the original design consultant, to conduct a site investigation. The site investigation included observing and documenting existing conditions and comparing what was designed versus what was constructed to determine the cause and solution.

Phase II of the North Star Estate drainage improvements were completed between Rigel Court and Bearing Star Lane and included removing sub-optimal fill and replacing it with acceptable fill, keying/benching and compacting imported select fill, and flattening the slope to a more gradual slope and armor with rock riprap. The project was included in the FY 2023-2024 budget and was completed in April 2025.

Freese & Nichols met with staff and discussed the potential path forward to make the additional repairs needed to the drainage channel at the properties along Bearing Star Lane (at the cul-de-sac). The work area is adjacent to the drainage channel and spans approximately 350 linear feet along the top of the embankment. The proposed work will consist of design of the erosion repairs including regrading and rock-armoring two (2) ditches/gullies, establish erosion control measures to avoid further erosion, and removal of random sub-optimal fill to a stable subgrade.

The proposed Professional Services Agreement with Freese & Nichols for engineering services to design the needed improvements is for a not-to-exceed amount of \$48,337.

This project was not included in the approved FY 2024-2025 budget, but funding has been allocated for the design in the CIP budget with a transfer from General Fund Unobligated remaining in the CIP budget from excess funds remaining from projects completed under budget.

North Star Drainage Improvements – Bearing Star Lane Budget Breakdown		
Element	Budgeted Amount	Contract Amount Remaining
Engineering – Freese & Nichols	\$48,337	N/A
Construction*	PENDING	N/A
Project Budget \$48,337*	Total Contracts \$48,337	Remaining Budget \$0.00

*Additional funds will be allocated for construction pending the OPCC from the engineer

Origination: Project Management

Recommendation:

Staff recommends awarding a Professional Services Agreement to Freese & Nichols, Inc for the design of drainage improvements for North Star Estates Erosion Repair – Bearing Star Lane for an amount not-to-exceed \$48,337.

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

FUNDING (IF APPLICABLE)

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

Yes: X No:

If yes, specify Account Number: #400-154-6409

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

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

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10018
CITY OF TOMBALL
NORTH STAR ESTATES EROSION REPAIRS – BEARING STAR LANE**

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

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

WITNESSETH:

WHEREAS, the City desires to complete erosion repairs along the drainage channel for North Star Estates near Bearing Star Lane (the "Project"); and

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

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

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

**SECTION I.
SCOPE OF AGREEMENT**

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

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

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

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

SECTION III. OWNERSHIP OF WORK PRODUCT

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

SECTION IV. TIME FOR PERFORMANCE

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

SECTION V. COMPLIANCE AND STANDARDS

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

SECTION VI. INDEMNIFICATION

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

SECTION VII. ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$48,337**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII. INSURANCE

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

SECTION IX. TERMINATION

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

the City when and if this Agreement is terminated.

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

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

Freese & Nichols, Inc.
Attention: Jeremy Goethals
10497 Town and Country Way, Suite 600
Houston, Texas 77024

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

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

**SECTION XI.
LIMIT OF APPROPRIATION**

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

**SECTION XII.
SUCCESSORS AND ASSIGNS**

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

**SECTION XIII.
DISCLOSURE OF INFORMATION**

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

**SECTION XIV.
MODIFICATIONS**

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

**SECTION XV.
ADDITIONAL SERVICES OF ENGINEER**

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

**SECTION XVI.
CONFLICTS OF INTEREST**

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

**SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND
REIMBURSABLE EXPENSES**

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

XVIII.
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

EXECUTED on this ____ day of _____, _____.

Company Name: Freese & Nichols, Inc.



Name: Matthew Cartwright

Title: Principal & Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A



Innovative approaches
Practical results
Outstanding service

10497 Town and Country Way, Suite 600 • Houston, Texas 77024 • 713-600-6800

www.freese.com

July 10, 2025

Drew Huffman, Director of Public Works
City of Tomball, Texas
501 James St.
Tomball, Texas 77375



RE: CONTRACT PROPOSAL FOR NORTH STAR ESTATES EROSION REPAIRS NEAR BEARING STAR LANE; CITY OF TOMBALL, TEXAS

Dear Mr. Huffman:

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for engineering services to the City of Tomball in connection with the North Star Estates Erosion Repairs near Bearing Star Lane Project.

We appreciate this opportunity to assist the City of Tomball. If you are in agreement with the services described in Exhibit A and wish for us to proceed with this project, please return a final professional services agreement for execution. If you have any questions, please do not hesitate to call or e-mail us. Thank you for considering Freese and Nichols, and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads 'Jeremy Goethals'.

Jeremy Goethals, PE
jeremy.goethals@freese.com
281-643-0631 (W) | 713-679-1737 (M)

Freese and Nichols, Inc.

EXHIBIT A
SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

City of Tomball North Star Estates Erosion Repairs near Bearing Star Lane

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) shall provide professional engineering services to the City of Tomball, Texas (City) in connection with the North Star Estates Erosion Repairs near Bearing Star Lane (Project) located near Bearing Star Lane properties 31439, 31438, and 31434 (at the cul-de-sac) within the City of Tomball. The Work area is adjacent to a drainage channel (tributary to Spring Creek) and spans approximately 350 linear feet along the top of embankment. FNI met with the City at the Project site on February 28 and April 14, 2025, to observe, discuss and document areas adjacent to the aforementioned Bearing Star Lane properties that have experienced erosion.

The City and FNI have discussed budgetary constraints and temporary solutions that can be implemented before the City can obtain additional funds necessary for more permanent repairs to the affected areas. The subject Project scope of work will consist of regrading and rock-armoring two (2) ditches/gullies in areas that have experienced erosion; and establishing erosion control measures within the area to avoid further erosion, inclusive of the removal of random sub-optimal fill to a stable subgrade.

This scope of work includes the engineering efforts necessary to design and detail the aforementioned erosion repairs only. It should be understood that this is a temporary solution and **does not** provide a permanent solution for the area.

Please note that any Resident Representation, evaluation of any substation of materials or equipment, or development of any design modifications requested by the City for the Project will be considered as Additional Services and are not included as part of the Basic or Special Services.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional engineering services in connection with the development of the Project:

A. PROJECT MANAGEMENT:

1. Conduct a virtual (Microsoft TEAMS) kickoff meeting to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of City.
2. Manage efforts of internal design team on Project.
3. Perform Quality Control review of all deliverables including a constructability review of the drawings.
4. Provide status report, recent activities, upcoming activities, budget updates, schedule updates, and scope changes.

B. DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Design and detail erosion repairs for two (2) ditch/gully areas indicated in Figure 1 below, adjacent to Bearing Star Lane properties 31439, 31438, and 31434 (at the cul-de-sac) within the City of Tomball. Repairs will consist of regrading, as well as installation of rock riprap and bedding materials. Repairs will extend from the top of embankment to the interface of the embankment slope with the drainage channel (tributary to Spring Creek).
2. Prepare Base Bid design drawings, and technical specifications. FNI will provide Front End documents (Div 00 and 01). Incorporate existing survey data into the drawings. Coordinate drawings with technical specifications so that items of work and materials are covered in the specifications and compatible with any notes on the drawings.
3. Furnish information necessary to utility companies whose facilities may be affected or whose services may be required for the Project.
4. Calculate and estimate quantities based on drawings and prepare unit pricing based on records and published construction cost data as appropriate. Prepare an opinion of probable construction cost (OPCC).
5. Provide design submittals at 60% and 100% (Final) design milestones.
6. Virtual review meetings will be held after each design milestone.

Deliverables: One (1) electronic copy (.PDF format) of each the 60% and 100% (Final) design drawings, technical specifications, and OPCC for review and approval by City. Upon final approval by City, FNI will provide City one (1) electronic copy (.PDF format) of Final design drawings, specifications, and OPCC.



Figure 1: Plan View of Project Work Area (Google Earth)

ARTICLE II

SPECIAL SERVICES:

- A. **BID OR NEGOTIATION PHASE:** Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI shall provide professional services in this phase as follows:
1. Assist City in securing bids. Issue a Notice to Bidders (Issued for Bid Set) to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.
 2. Make Bid Documents available electronically to prospective bidders that respond to the Notice to Bidders.
 3. Maintain information on entities that have been issued a set of Bid Documents. Distribute information on plan holders to interested contractors and vendors on request.
 4. Assist City by responding to questions and interpreting Bid Documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 5. At City request, FNI will assist City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contracts or other actions as appropriate to be taken by City. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 6. Assist the City in conducting a pre-bid conference for the construction Projects and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the Project site after the pre-bid conference.
 7. Assist City in the preparation of Construction Contract Documents for construction contracts. Provide two (2) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute one (1) copy of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide City with the remaining one (1) copy of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
 8. Furnish contractor copies of the drawings and specifications for construction pursuant to the Supplementary Conditions of the Construction Contract.
- B. **CONSTRUCTION PHASE GENERAL REPRESENTATION:** Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the City agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the City is named as an indemnified party.

1. Assist City in conducting pre-construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
2. Make one (1) visit to the construction site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of Contractors and will report any observed deficiencies to City. Visits to the site in excess of the specified number are an Additional Service.
3. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish City one (1) electronic copy (.PDF format) of "Record Drawings."

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in 90 days from Notice to Proceed.

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

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used

the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- J. If City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, one (1) construction progress meeting and substantial completion inspections and final payment inspections.
- L. Review up to six (6) submittals during the course of the Project. If additional submittal reviews are required, these will be considered additional services and shall be subject to an adjustment of compensation as appropriate.
- M. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Drew Huffman

Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375
Phone: (281) 290-1466
Fax: (281) 351-4735
dhuffman@tomballtx.gov

FNI's Designated Representative – Matt Cartwright, P.E.

Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, Texas 77024
Phone: (832) 602-4547
Fax: (713) 600-6801
Matt.Cartwright@freese.com

FNI's Accounting Representative – Jennifer Shaw

Freese and Nichols, Inc.
10497 Town and Country Way, Suite 600
Houston, Texas 77024
Phone: (832) 303-7446
Fax: (713) 600-6801
Jennifer.Shaw@freese.com

COMPENSATION: The fee for services outlined in the Tasks within this document shall be Lump Sum (LS) at Thirty Two Thousand Four Hundred Twenty Two Dollars and Zero Cents (\$32,422.00) for the Basic Services and shall be CPM at Fifteen Thousand Nine Hundred Fifteen Dollars and Zero Cents (\$15,915.00) for the Special Services. The grand total for the Project equals Forty Eight Thousand Three Hundred Thirty Seven Dollars and Zero Cents (\$48,337.00). A spreadsheet showing the level of effort is attached for reference.

City of Tomball North Star Estates Erosion Repairs near Bearing Star Lane 7/10/2025 Detailed Cost Breakdown				Project Fee Summary							Total Hours	Total Labor Effort
Tasks				Cody Cockroft	April Hurry	Jeremy Goethals	Jon Jordan	Matt Cartwright	John Rinacke	Jennifer Shaw		
				PIC	SA	PM	CAD	CS	Cost Estimator	Accounting		
BST Task (for Project Setup)	Basic or Special	Task	Task Description	\$278	\$278	\$180	\$179	\$278	\$180	\$172		
	Basic		Project Management									\$ -
	Basic		Kickoff Meeting			1		1			2	\$ 458
	Basic		Design Coordination			2	2				4	\$ 718
	Basic		General QA/QC	2	4			1			7	\$ 1,946
	Basic		PM Reports/Schedule Update			2				2	4	\$ 704
												\$ -
	Basic		60% Design Submittal									\$ -
	Basic		Construction Drawing Production			20	60				80	\$ 14,340
	Basic		Cost Estimate	1	1	3			4		8	\$ 1,538
	Basic		Technical Specifications			10					10	\$ 1,800
	Basic		Constructability Review					1			1	\$ 278
	Basic		Review Meeting (Virtual)	1		2		1			4	\$ 916
												\$ -
	Basic		100% / Final Design Submittal									\$ -
	Basic		Incorporate 60% Design Comments			2	16				18	\$ 3,224
	Basic		Finalize Construction Drawing				8				8	\$ 1,432
	Basic		Finalize Cost Estimate			2			2		4	\$ 720
	Basic		Finalize Technical Specifications			8		1			9	\$ 1,718
	Basic		Constructability Review					1			1	\$ 278
	Basic		Review Meeting (Virtual)	1		2		1			4	\$ 916
												\$ -
	Special		Bid/Negotiation Phase									\$ -
	Special		Assist in securing bids			2		1			3	\$ 638
	Special		Distribute documents			4					4	\$ 720
	Special		Maintain planholders list			9					9	\$ 1,620
	Special		Respond to questions; issue addenda			5					5	\$ 900
	Special		Assist in analyzing bids			2					2	\$ 360
	Special		Pre-Bid Conference			4		1			5	\$ 998
	Special		Bid/Proposal evaluation and recommendation			2					2	\$ 360
	Special		Conform and execute documents			8		1			9	\$ 1,718
												\$ -
	Special		Construction Phase Services									\$ -
	Special		Preconstruction Meeting/Site Visit/Prep for Construction				5	1			6	\$ 1,173
	Special		Submittal Reviews (6)			6		1			7	\$ 1,358
	Special		Progress Meetings Site Visits (1)				4	1			5	\$ 994
	Special		Substantial Completion Walkthrough				4	1			5	\$ 994
	Special		Final Completion Walkthrough				4	1			5	\$ 994
	Special		Record Drawings			1	10	1			12	\$ 2,248
Total Hours / Quantity				5	5	97	113	16	6	2	243	
Total Effort				\$ 1,251	\$ 1,251	\$ 17,460	\$ 20,227	\$ 4,448	\$ 1,080	\$ 344		\$ 46,061

City of Tomball North Star Estates Erosion Repairs near Bearing Star Lane 7/10/2025 Detailed Cost Breakdown	8.5
	Basic Services
	Special Services
	Total Project

Pro

Tasks				Expenses		
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Tech Charge	Miles	Total Expense Effort
	Basic		Project Management	-		\$ -
	Basic		Kickoff Meeting	2	60	\$ 59
	Basic		Design Coordination	4		\$ 34
	Basic		General QA/QC	7		\$ 60
	Basic		PM Reports/Schedule Update	4		\$ 34
				-		\$ -
	Basic		60% Design Submittal	-		\$ -
	Basic		Construction Drawing Production	80		\$ 680
	Basic		Cost Estimate	8		\$ 68
	Basic		Technical Specifications	10		\$ 85
	Basic		Constructability Review	1		\$ 9
	Basic		Review Meeting (Virtual)	4		\$ 34
				-		\$ -
	Basic		100% / Final Design Submittal	-		\$ -
	Basic		Incorporate 60% Design Comments	18		\$ 153
	Basic		Finalize Construction Drawing	8		\$ 68
	Basic		Finalize Cost Estimate	4		\$ 34
	Basic		Finalize Technical Specifications	9		\$ 77
	Basic		Constructability Review	1		\$ 9
	Basic		Review Meeting (Virtual)	4		\$ 34
				-		\$ -
	Special		Bid/Negotiation Phase	-		\$ -
	Special		Assist in securing bids	3		\$ 26
	Special		Distribute documents	4		\$ 34
	Special		Maintain planholders list	9		\$ 77
	Special		Respond to questions; issue addenda	5		\$ 43
	Special		Assist in analyzing bids	2		\$ 17
	Special		Pre-Bid Conference	5		\$ 43
	Special		Bid/Proposal evaluation and recommendation	2		\$ 17
	Special		Conform and execute documents	9		\$ 77
				-		\$ -
	Special		Construction Phase Services	-		\$ -
	Special		Preconstruction Meeting/Site Visit/Prep for Construction	6	120	\$ 135
	Special		Submittal Reviews (6)	7		\$ 60
	Special		Progress Meetings Site Visits (1)	5	120	\$ 127
	Special		Substantial Completion Walkthrough	5		\$ 43
	Special		Final Completion Walkthrough	5		\$ 43
	Special		Record Drawings	12		\$ 102
Total Hours / Quantity				243	300	
Total Effort				\$ 2,066	\$ 210	\$ 2,276

City of Tomball North Star Estates Erosion Repairs near Bearing Star Lane 7/10/2025 Detailed Cost Breakdown		Project Fee Summary Basic Services Special Service Total Project
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Tasks				Subconsultants	Total
BST Task (for Project Setup)	Basic or Special	Task	Task Description	Total Sub Effort	Total Effort
	Basic		Project Management	\$ -	\$ -
	Basic		Kickoff Meeting	\$ -	\$ 517
	Basic		Design Coordination	\$ -	\$ 752
	Basic		General QA/QC	\$ -	\$ 2,006
	Basic		PM Reports/Schedule Update	\$ -	\$ 738
				\$ -	\$ -
	Basic		60% Design Submittal	\$ -	\$ -
	Basic		Construction Drawing Production	\$ -	\$ 15,020
	Basic		Cost Estimate	\$ -	\$ 1,606
	Basic		Technical Specifications	\$ -	\$ 1,885
	Basic		Constructability Review	\$ -	\$ 287
	Basic		Review Meeting (Virtual)	\$ -	\$ 950
				\$ -	\$ -
	Basic		100% / Final Design Submittal	\$ -	\$ -
	Basic		Incorporate 60% Design Comments	\$ -	\$ 3,377
	Basic		Finalize Construction Drawing	\$ -	\$ 1,500
	Basic		Finalize Cost Estimate	\$ -	\$ 754
	Basic		Finalize Technical Specifications	\$ -	\$ 1,795
	Basic		Constructability Review	\$ -	\$ 287
	Basic		Review Meeting (Virtual)	\$ -	\$ 950
				\$ -	\$ -
	Special		Bid/Negotiation Phase	\$ -	\$ -
	Special		Assist in securing bids	\$ -	\$ 664
	Special		Distribute documents	\$ -	\$ 754
	Special		Maintain planholders list	\$ -	\$ 1,697
	Special		Respond to questions; issue addenda	\$ -	\$ 943
	Special		Assist in analyzing bids	\$ -	\$ 377
	Special		Pre-Bid Conference	\$ -	\$ 1,041
	Special		Bid/Proposal evaluation and recommendation	\$ -	\$ 377
	Special		Conform and execute documents	\$ -	\$ 1,795
				\$ -	\$ -
	Special		Construction Phase Services	\$ -	\$ -
	Special		Preconstruction Meeting/Site Visit/Prep for Construction	\$ -	\$ 1,308
	Special		Submittal Reviews (6)	\$ -	\$ 1,418
	Special		Progress Meetings Site Visits (1)	\$ -	\$ 1,121
	Special		Substantial Completion Walkthrough	\$ -	\$ 1,037
	Special		Final Completion Walkthrough	\$ -	\$ 1,037
	Special		Record Drawings	\$ -	\$ 2,350
Total Hours / Quantity				\$ -	
Total Effort				\$ -	\$ 48,337

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: August 4, 2025

Topic:

Workshop Discussion Only - Approve Resolution No. 2025-35, a Resolution of the City of Tomball, Texas, approving the Master Fee Schedule for Fiscal Year 2025-2026.

Background:

Each year, the City of Tomball adopts a Master Fee Schedule that incorporates City fees, fines, permits, utility rates and other charges for services. Staff from the City Secretary's Office, Finance, Customer Service, Project Management, Community Development, Police, Fire, and Public Works reviewed their relevant fees and charges and propose updates based on the focus areas.

A redline version and clean version of the Master Fee Schedule are attached for City Council review. Below is a high-level summary of the major changes proposed. Please note, due to the timing of the utility billing cycle, the new water/wastewater rates and the new solid waste rates will be effective in the September 2025-October 2025 service cycle and will appear on the utility bills issued to customers in November 2025.

Proposed changes to the Master Fee Schedule

- Development Permits, Inspections & Fees
 - Planning/Engineering
 - Removed redundant fees
 - Engineering fees updated to match statutory requirements
 - Updated permit/fee costs based on cost of service
 - Increased fees for repeat plan submissions and inspections and missed inspections
 - Utility Taps
 - Adjusted based on cost of service
- Fire Department Permits & Inspections
 - FMO Plan Reviews
 - Updated fees based on cost of service
 - Increased fees for repeat plan submissions and inspections and missed inspections
 - Added new fee for "On-site Consultations"
 - Fire Marshal Permits
 - Updated to new codes
- Utility Fees, Rates & Charges
 - Adjusted deposit for commercial accounts
 - All water and wastewater rates adjusted based on Utility Rate Plan
 - All solid waste and recycling rates adjusted based on Solid Waste Rate Plan

Origination: Finance Department

Recommendation:

Staff recommends approval.

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed	Jessica Rogers	7/29/2025	Approved by		
	Staff Member	Date		City Manager	Date

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
APPROVING 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 a 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; **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. A 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 Exhibit “A” and incorporated herein. The Master Fee Schedule shall become effective immediately upon its approval by the City Council of the City of Tomball.

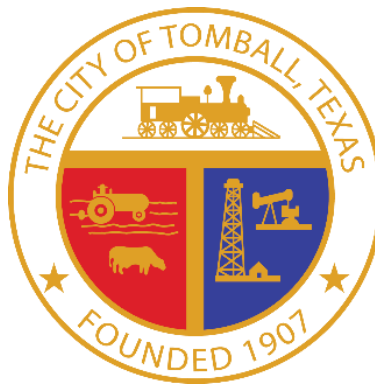
Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other 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 18th day of August 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	
<i>Service</i>	<i>Fee</i>
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			
<i>License Type</i>	<i>Description of License</i>	<i>T.A.B.C. 2-Year Fee</i>	<i>Tomball 2-Year Fee</i>
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 - 1 st Renewal (Years 3 and 4)	\$4,500.00	\$1,125.00
	Mixed Beverage - 2 nd Renewal (Years 5 and 6)	\$3,000.00	\$1,150.00
	Mixed Beverage - 3 rd 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			
<i>Times Impounded</i>	<i>Impound Fee</i>	<i>Boarding Fee</i>	<i>Vaccination Fee*</i>
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
<i>*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).</i>			
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		
<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>		
Notification Fee		
<p>(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.</p> <p>(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.</p> <p>(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.</p>		
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)		
<i>Per Day</i>	<i>Per Week</i>	<i>Per Month</i>
\$10.00	\$25.00	\$50.00
<i>Per 3 Months</i>	<i>Per 6 Months</i>	<i>Special Event</i>
\$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)		\$1,500 <u>\$2,000.00</u>	
Non-residential site plan review — 2,000 square feet or less		\$250.00	
Non-residential site plan review — greater than 2,000 square feet		\$300.00 plus \$10.00 per acre	
Single-family site plan/Building elevation review		\$50 <u>\$100.00</u>	
Variance/Special Exception (Board of Adjustments)		\$500.00	
Zoning Verification Request		\$75 <u>\$0.00</u>	
Comprehensive Plan <u>Major Thoroughfare Plan</u> 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		\$50 <u>\$100.00</u>	
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application		\$400 <u>\$200.00</u>	
Civil plan review fee HB 3492 hourly rate: \$85.94 <u>\$113.00</u>		\$ 101 <u>\$225.00</u> per acre of development (minimum of \$101) \$86 <u>\$113.00</u> per hour for each review after three reviews	
Development Construction Inspection Fee HB 3492 hourly rate: \$102.19 <u>\$180.00</u>	Project Area		Fee
	0 to 0.50 acres <u>Less than 1 acre</u>		\$800 <u>\$1,840.00</u>
	0.501 to 4.99 acres <u>At least 1 but less than 5 acres</u>		\$1,200 <u>\$3,450.00</u>
	<u>5 or more acres</u>		<u>\$7,000.00</u>
	<u>Each additional acre above 5 acres and more</u>		\$2,500 + \$1,133 per additional acre above 4.991 acres <u>\$1,900.00</u>
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. 45 <u>50</u> 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	\$60 <u>75</u> .00 fee will be charged for initial inspection
\$1,001 to \$50,000	\$60 <u>75</u> .00 for the first \$1,000 in value, plus \$5. 50 <u>90</u> for each additional thousand or fraction thereof
\$50,001 to \$100,000	\$305.00 <u>340.00</u> for the first \$50,000 in value, plus \$4. 40 <u>00</u> for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$505 <u>550</u> .00 for the first \$100,000 in value, plus \$3. 30 <u>90</u> for each additional thousand or fraction thereof
\$500,001 and greater	\$1, 705 <u>875</u> .00 for the first \$500,000 in value, plus \$2. 20 <u>00</u> 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 <u>25</u> .00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	\$140 <u>125</u> .00
Demolition Permit/Fee	
Size of building/structure	Fee
0 to 100,000 cubic feet	\$100 <u>150</u> .00
100,001 cubic feet and greater	\$100 <u>150</u> .00, plus \$1. 25 <u>00</u> for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	\$75 <u>50</u> .00
Residential roofing permit (with structural changes)	Obtain a Residential Building Permit
Commercial roofing permit (re-roof only)	\$100 <u>150</u> .00
Commercial roofing permit (with structural changes)	Obtain a Commercial Building Permit
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 42.00
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Plus the following when required (fee is per unit installed)

Services (including subpanels)

Service less than 125 amp with meter loop	\$ 18.00 20.00
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Service between 125 and 200 amp with meter loop	\$284.00
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Service between 201 and 400 amp with meter loop	\$ 42 36.00
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Outlets (including all light switches and electrical openings)

Outlets and fixtures	\$0. 75 60
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Appliances

Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	\$ 7.50 6.00
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Motors (installed)

¾ h.p.	\$ 3.60 4.00
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Greater than ¾ h.p. and less than 10 h.p.	\$ 9.50 8.40
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Greater than or equal to 10 h.p.	\$ 12.00 13.50
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Transformers

Less than or equal to 1 kVA	\$ 2.40 2.70
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Greater than 1 kVA and less than 10 kVA	\$ 15.50 14.40
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Greater than or equal to 10 kVA	\$ 20.00 18.00
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Slab Inspections

Slab Inspection	\$18.00
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Additional slab inspection	\$8.40
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Miscellaneous

All parking lot light pole	\$3 50 .00
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Electric, neon, illuminated Signs	\$ 10.50 9.60
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Ditch cover, up to 100 linear feet	\$14.40 16.50
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Ditch cover, more than 100 linear feet	\$14.40 16.50 for first 100 linear feet + \$8.07 .20 for each additional 100 linear feet
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Temporary Installations

Temporary lighting installations	\$ 20.40 22.50
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Temporary saw pole – 90 days	\$ 22.50 20.40
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Temporary cut-ins made permanent	\$3 50 .00
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Other Electrical Permits

Reconnection Fee (for power for generators)	\$ 20 18.00
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Demolition (when for electric only)	\$ 40 36.00
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Plumbing Permits	
Plumbing permit application fee	\$ 42 5.00
<i>Plus the following when required (fee is per unit installed)</i>	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	\$ 3.60 4.00
Water heater (any type, including insta-hot, inline, conventional)	\$ 4.00 3.60
Vacuum breaker or backflow protective devices installed	\$ 4.00 3.60
Sewer (new, replacement, repair or sewer line)	\$ 8.00 7.20
Water (new, replacement, repair or water-line)	\$ 8.00 7.20
Gas	
Medical Gas (Medgas)	\$ 4.00 3.60
Gas Opening	\$ 4.00 3.60
Gas Line	\$ 8.00 7.20
Gas Test	\$ 8.00 7.20
Other Plumbing Permits	
Demolition (when for plumbing only)	\$ 40.00 36.00
Irrigation Permit	
Residential irrigation permit fee	\$ 75 60.00
Commercial irrigation permit fee	\$ 20 180.00

Mechanical Permits		
Mechanical permit base fee		\$4 5 .00
<i>Total Valuation of Installation (labor & materials)</i>	<i>Fee</i>	
\$0 to \$1,000	No additional fee (base fee only)	
\$1,001 and greater	Base fee plus \$1 5 .00 for each additional thousand or fraction thereof	
Boiler or chillers inspection		\$1 4 20.00 (per unit)
Driveway Permits		
<i>Permit Type</i>	<i>No Culvert</i>	<i>With Culvert</i>
Residential driveway permit	\$ 25 75.00	\$1, 575 625.00
Commercial driveway permit	\$ 25 75.00	\$ 25 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 60.00	
Temporary certificate of occupancy (valid for 30 44 days)	\$ 8100 5.00 <u>for each trade and department not finalized – See TCO standard</u>	
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	
Third re-inspection (fourth inspection)	\$100.00	
All re-inspections after third second re-inspection (fee per inspection)	\$150 200.00	
After hours inspection fee (first 4 hours)	\$300.00	
Each additional hour	\$75.00	
*Must have prior approval		
Missed Inspection	\$125.00	

Water Tap Fees	
Water Tap Fees	
<u>Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.</u>	
Meter Size	Fee
5/8 inch to 3/4 inch	\$1,700.00
1.0 inch	\$1, 89 50.00
1.5 inch	\$ 2,850 <u>3,500</u> .00
2.0 inch	\$ 3,950 <u>800</u> .00
Irrigation tap (1 inch)	\$1, 975 <u>850</u> .00
Irrigation tap (1.5 inch)	\$ 2,850 <u>3,500</u> .00
Irrigation tap (2 inch)	\$ 3,800 <u>2,875</u> .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 Boring Fees	
Line Size	Fee
1 inch line	\$1, 03 00.00
2 inch line	\$1, 52 00.00
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	
<u>Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.</u>	
Connection Size	Fee
4 inch	\$1,5 60 0.00
6 inch	\$1, 775 <u>835</u> .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, 450 <u>535</u> .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		
<u>Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.</u>		
<i>BTUs</i>	<i>Meter Size</i>	<i>Fee</i>
0 to 345,000	200-275	\$1, 625 775.00
345,001 to 450,000	415-450	\$ 1,800 2,125.00
450,001 to 1,760,000	750-880	\$3, 550 700.00
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
<i>Boring Fees</i>		
Bores up to 80 feet in length		\$1, 028 500.00
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				
<i>Living Unit Equivalents (LUEs)</i>	<i>Water Meter Size</i>	<i>Water Impact Fee</i>	<i>Wastewater Impact Fee</i>	<i>Total Fees</i>
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				
<i>Drainage Basin</i>			<i>Fee</i>	
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 and Applications				
<i>Life Safety Plan Review</i>				
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	\$25.00 50.00	\$50.00 75.00	\$75.00 100.00	\$100.00
<i>Fire Marshal's Office Plan Review Resubmittal Fee</i>				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
<i>Fire Sprinkler System</i>				
<u>Underground Plan Review Fee</u>				<u>\$200.00</u>
<u>Above Ground</u> Review Fee				\$200.00
Riser				\$2 +0.00 each
Fire Department Connection				\$2 +0.00 each
Per Each Sprinkler Head				\$2 +0.00 each
<i>Fire Alarm System</i>				
Review Fee				\$200.00
Fire Alarm Device				\$2.00 each
<i>Paint Booth/Mixing Room</i>				
Review Fee				\$200.00
Nozzle				\$2 +0.00 each
<i>Cooking Suppression System</i>				
Review Fee				\$200.00
Nozzle				\$2 +0.00 each
<i>Fuel Storage Tank Installation or Removal</i>				
For 1 Tank per site				\$150.00
For 2 Tanks per site				\$200.00
For 3 or more Tanks per site				\$250.00
<i>Installation Penalty</i>				
No permit fee – equal to two times the cost of the total permit fee				
<i>Special Services – To Be Paid Before 3:45 p.m.</i>				
–Expedited Plan Review				\$3 200.00
After hours inspection fee (up to 4 hours)				\$4 300.00
Each additional hour (rounded up to the next hour)				\$100 75.00 per hour
*Must <u>be paid and</u> have prior approval				
<i>Acceptance Testing/Fire Final Inspections</i>				
Initial inspection				Included in permit
First re-inspection (second inspection)				\$50.00
Second re-inspection (third inspection)				\$75.00
Third re-inspection (fourth inspection)				\$100.00
All re-inspections after third - <u>second</u> re-inspection (fee per inspection)				\$150 200.00
<i>State Licensed Facility Inspection - Group I Occupancy</i>				
Initial Inspection				Included in permit
First re-inspection (second inspection)				\$50.00
Second re-inspection (third inspection)				\$75.00
Third re-inspection (fourth inspection)				\$100.00
All re-inspections after third - <u>second</u> re-inspection (fee per inspection)				\$150 200.00

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 (second inspection)			\$50.00
Second re-inspection (third inspection)			\$75.00
Third re-inspection (fourth inspection)			\$100.00
All re-inspections after third <u>second</u> re-inspection (fee per inspection)			\$150 <u>\$200</u> .00
Missed Inspection Penalty			
Missed inspections			<u>\$125.00</u>
Access Control Device Installation			
Access control device installation plan review			\$200.00
Per Each Device			<u>\$2.00</u>
On-Site Consultation			
On-site pre-inspection consultation			<u>\$75.00</u>
Fire Marshal Permits			
Permit	Permit Ref. No.	Renewable (R Annual (A) or One-Time (O)	Fee
Additive Manufacturing	<u>105.5.1</u>	<u>A</u>	<u>\$100.00</u>
Aerosol Products	<u>105.5.2</u>	<u>A</u>	<u>\$100.00</u>
Amusement Buildings	<u>105.5.3</u> 105.6.2	<u>A</u> R	\$100.00
Aviation Facilities	<u>105.5.4</u> 105.6.3	<u>A</u> R	\$150.00
Carnivals & Fairs	<u>105.5.5</u> 105.6.4	<u>O</u> R	\$150.00
Cellulose Nitrate Film	<u>105.5.6</u> 105.6.5	<u>A</u> R	\$100.00
Combustible Dust Producing Operations	<u>105.5.7</u> 105.6.6	<u>A</u> R	\$100.00
Combustible Fibers	<u>105.5.8</u> 105.6.7	<u>A</u> R	\$125.00
Compressed Gases	<u>105.5.9</u> 105.6.8	<u>A</u> R	\$100.00
Covered & Open Mall Buildings	<u>105.5.10</u> 105.6.9	<u>A</u> R	\$50.00
Cryogenic Fluids	<u>105.5.11</u> 105.6.10	<u>A</u> R	\$100.00
Cutting & Welding	<u>105.5.12</u> 105.6.11	<u>A</u> R	\$75.00
Dry Cleaning Plants	<u>105.5.13</u> 105.6.12	<u>A</u> R	\$100.00
Energy Storage Systems	<u>105.5.14</u>	<u>A</u>	<u>\$150.00</u>
Exhibits & Trade Shows	<u>105.5.15</u> 105.6.13	<u>O</u> R	\$75.00
Explosives, including Fireworks	<u>105.5.16</u> 105.6.14	<u>A</u> R	\$150.00
Fire Hydrants and Valves	<u>105.5.17</u>	<u>O</u>	<u>\$75.00</u>
Flammable and Combustible Liquids	<u>105.5.18</u> 105.6.16	<u>A</u> R	\$75.00
Floor Finishing, including Bowling Lanes	<u>105.5.19</u> 105.6.17	<u>A</u> R	\$100.00
Fruit and Crop Ripening	<u>105.5.20</u>	<u>A</u>	<u>\$100.00</u>
Fumigation and Insecticide Fogging	<u>105.5.21</u> 105.6.19	<u>O</u> R	\$50.00
Hazardous Materials	<u>105.5.22</u> 105.6.20	<u>A</u> R	\$150.00
Hazardous Production Materials (HPM) Facilities	<u>105.5.23</u>	<u>A</u>	<u>\$150.00</u>
HPM Facilities	105.6.21	<u>A</u> R	<u>\$150.00</u>
High Pile Storage	<u>105.5.24</u> 105.6.22	<u>A</u> R	\$75.00

Hot work Operations	105.5.25 105.6.23	AR	\$75.00
Industrial Ovens	105.5.26 105.6.24	AR	\$100.00
Lumber Yards and Wood Working Plants	105.5.27 105.6.25	AR	\$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28 105.6.26	AR	\$100.00
LP Gas	105.5.29 105.6.27	AR	\$100.00
Magnesium Working	105.5.30 105.6.28	AR	\$150.00
Miscellaneous Combustible Storage	105.5.31 105.6.29	AR	\$100.00
<u>Mobile Food Preparation Vehicle Verification</u>	<u>105.5.32</u>	<u>A</u>	<u>\$50.00</u>
<u>Mobile Food Preparation Vehicle – Permit Issued</u>	<u>105.5.32</u>	<u>A</u>	<u>\$200.00</u>
<u>Motor Vehicle Fuel Dispensing Facility</u>	<u>105.5.33</u>	<u>A</u>	<u>\$100.00</u>
Open burning (commercial-trench)	105.5.34 105.6.30	OR	\$150.00
<u>Open Flames and Torches</u>	<u>105.5.35</u>	<u>O</u>	<u>\$50.00</u>
Open Flames and Candles	105.5.36 105.6.32	AR	\$50.00
Organic Coating	105.5.37 105.6.33	AR	\$100.00
<u>Outdoor Assembly Event (exceeds 1,000 persons)</u>	<u>105.5.38</u>	<u>O</u>	<u>\$150.00</u>
Places of Assembly (50-100)	105.5.39a 105.6.34	A-R	\$75.00
Places of Assembly (101-299)	105.5.39b	AR	\$100.00
Places of Assembly (300 or More)	105.5.39c	AR	\$125.00
<u>Plant Extraction Systems</u>	<u>105.5.40</u>	<u>A</u>	<u>\$75.00</u>
<u>Private Fire Hydrants</u>	<u>105.5.41</u>	<u>O</u>	<u>\$75.00</u>
Pyrotechnic Special Effects Material	105.5.42 105.6.36	AR	\$150.00
<u>Pyroxylin Plastics</u>	<u>105.5.43</u>	<u>A</u>	<u>\$100.00</u>
<u>Refrigeration Equipment</u>	<u>105.5.44</u>	<u>A</u>	<u>\$150.00</u>
Repair Garage <u>and Motor Fuel Dispensing Facilities</u>	105.5.45 105.6.39	AR	\$100.00
<u>Motor Vehicle Fuel Dispensing Facility</u>	105.5.47 105.6.39	AR	\$100.00
Rooftop Heliports	105.5.46 105.6.40	AR	\$150.00
Spraying & Dipping	105.5.47 105.6.41	AR	\$150.00
<u>Storage of Scrap Tires and Tire Byproducts</u>	<u>105.5.48</u>	<u>A</u>	<u>\$100.00</u>
<u>Temporary Membrane Structures and Tents</u>	<u>105.5.49</u>	<u>O</u>	<u>\$75.00</u>
<u>Tire Rebuilding Plants</u>	<u>105.5.50</u>	<u>A</u>	<u>\$150.00</u>
<u>Waste Handling</u>	<u>105.5.51</u>	<u>A</u>	<u>\$100.00</u>
<u>Tire Storage</u>	105.6.42	R	\$100.00
<u>Temporary Structures, Tents & Canopies</u>	105.6.43	R	\$75.00
Wood Products	105.5.52 105.6.46	AR	\$100.00
<u>Fire Flow Test</u>	105.6.50	O	\$150.00

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 (<u>Sec. 2-240, Code of Ordinances</u>)	
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				
<i>Rentals for Monday through Friday (until 3 p.m.)</i>				
Rates listed per hour; 2-hour minimum rentals required				
<i>Renter</i>	<i>Room A</i>	<i>Room B</i>	<i>Room C</i>	<i>Room D</i>
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
<i>Rentals for Friday (after 3 p.m.), Saturday, and Sunday</i>				
Rates listed per hour; 2-hour minimum rentals required				
<i>Renter</i>	<i>Room A</i>	<i>Room B</i>	<i>Room C</i>	<i>Room D</i>
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
<i>Kitchen Rental Fee</i>				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
<i>Community Center Fee Waiver Policy</i>				
<p>The following groups shall have their rental fees waived:</p> <ul style="list-style-type: none"> • Tomball-based nonprofit youth organizations who provide proof of nonprofit status <p>The following Tomball-based groups and organizations may request a waiver of fees from the City:</p> <ul style="list-style-type: none"> • 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 				
<i>Deposits for Rentals</i>				
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		
<i>Park/Facility</i>	<i>Resident</i>	<i>Nonresident</i>
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
<i>Tennis & Pickleball Court Rentals</i>		
<i>Rental Type</i>	<i>Resident</i>	<i>Nonresident</i>
Individual court rental	\$5.00 for 2 hours	\$10.00 for 2 hours
League court rental 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 (<u>Sec. 18-104, Code of Ordinances</u>)	
Bond	\$500,000.00
Filing Fee	\$1,000.00
Well and Seismic Activities Permits (<u>Sec. 18-54-58, Code of Ordinances</u>)	
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 (<u>Sec. 18-28, Code of Ordinances</u>)	
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
<p>Impounded vehicles, impounding fee</p> <p><u>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.</u></p> <p><u>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.</u></p>	<p><u>\$22.85 a day for vehicles 25 feet in length or less</u> <u>\$39.99 per day for vehicles over 25 feet in length</u> <u>Not to exceed \$10.00</u></p>

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	\$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by threetwo (32) or \$5300.00, 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. 95 0	\$3. 11 <u>20</u>
Medium residential	10,001 to 15,000	\$12. 95 0	\$ 3.88 <u>4.00</u>
Large residential	15,001 or more	\$12. 95 0	\$ 5.01 <u>4.86</u>
Small commercial	Up to 5,000	\$29.15 <u>28.30</u>	\$3. 88 <u>77</u>
Medium commercial	5,001 to 51,000	\$28.30 <u>29.15</u>	\$4. 86 <u>72</u>
Large commercial	51,000 or more	\$29.15 <u>28.30</u>	\$ 6.07 <u>5.89</u>
Bulk Water Sales			
Bulk sales rate	All usage	\$95.10 <u>98.00</u>	\$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	
<i>Residential Sanitary Sewer Rates, with Potable Water Service</i>	
Monthly Base Charge	\$12.30 <u>14.80</u>
Volume rate per 1,000 gallons	\$5.14 <u>4.28</u>
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.	
<i>Commercial Sanitary Sewer Rates, with Potable Water Service</i>	
Monthly base charge	\$29.95 <u>35.95</u>
<i>Volume rate per 1,000 gallons</i>	
0 to 5,000 gallons	\$5.44 <u>6.52</u>
5,001 to 51,000 gallons	\$6.78 <u>8.14</u>
More than 51,000 gallons	\$8.48 <u>10.18</u>
<i>Residential Sanitary Sewer Rates, without Potable Water Service</i>	
Monthly base rate	\$50.50 <u>60.45</u>
<i>Commercial Sanitary Sewer Rates, without Potable Water Service</i>	
Monthly base rate	\$83.74 <u>100.48</u>
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)
<i>Gas Meter Testing Fee</i>	
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 assessed a meter testing fee based on the meter size or type.	
<i>Meter Size/Type</i>	<i>Testing Fee</i>
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
<i>Excess Flow Valve</i>	
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		\$2 43 .98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		\$2 43 .98 monthly
95-gallon MSW cart		\$1. 8475 monthly/per cart
95-gallon recycling cart		\$1. 8475 monthly/per cart
65-gallon MSW cart		\$1. 8475 monthly/per cart
65-gallon recycling cart		\$1. 8475 monthly/per cart
18-gallon recycling bin		\$1. 050 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		\$15. 7500
Rate Per Hour for Vehicle and Crew		\$2 3120 .00
Small Commercial with Poly Cart		
Number of Carts	Frequency of Collection	Rate per month
One MSW Cart	1	\$3 6.25 7.32
One MSW Cart	2	\$4 7.82 6.25
Two MSW Carts	1	\$4 9.66 8.00
Two MSW Carts	2	\$7 0.14 67.50
One Recycling Cart	1	\$3 7.32 6.25
Additional Recycling Cart	1	\$6. 84 75
Dumpsters		
Size	Frequency	Rate per Month
2 Yard	1	\$9 5.43 9.45
3 Yard	1	\$1 22.26 17.15
3 Yard	2	\$1 85.18 77.08
3 Yard	3	\$2 60.16 72.42
3 Yard	4	\$3 36.76 21.44
3 Yard	5	\$4 16.85 397.71
3 Yard	6	\$4 96.94 73.99
3 Yard Additional Collection/Pick Up	1	\$1 29.41 35.13
4 Yard	1	\$1 30.83 125.31
4 Yard	2	\$1 99.47 190.69
4 Yard	3	\$2 90.97 277.83
4 Yard	4	\$3 61.08 344.60
4 Yard	5	\$4 33.75 413.81
4 Yard	6	\$5 34.11 509.39
4 Yard Additional Collection/Pick Up	1	\$1 35.13 129.41
6 Yard	1	\$1 65.16 158.01
6 Yard	2	\$2 50.97 239.73
6 Yard	3	\$3 71.10 354.14

6 Yard	4	\$ 459.76 <u>438.58</u>		
6 Yard	5	\$ 570.77 <u>544.30</u>		
6 Yard	6	\$ 680.00 <u>648.33</u>		
6 Yard Additional Collection/Pick Up		\$ 135.13 <u>129.41</u>		
8 Yard	1	\$ 175.17 <u>167.54</u>		
8 Yard	2	\$ 305.30 <u>291.48</u>		
8 Yard	3	\$ 398.26 <u>380.01</u>		
8 Yard	4	\$ 484.07 <u>461.73</u>		
8 Yard	5	\$ 605.63 <u>577.50</u>		
8 Yard	6	\$ 724.33 <u>690.55</u>		
8 Yard Additional Collection/Pick Up		\$ 135.13 <u>129.41</u>		
Additional Dumpster Fees				
Description	Occurrence	Monthly Fee		
Casters	Monthly fee	\$11. 94 <u>37</u>		
Locks	Monthly fee Per Pickup	\$2. 38 <u>37</u>		
Roll-off Containers (Temporary or Permanent)				
Size	Delivery Fee	Daily Rent	Hauling Rate	Disposal (per ton)
20 Yard	\$ 120.00 <u>6.00</u>	\$6. 300	\$ 262.04 <u>275.14</u>	\$ 61.95 <u>65.05</u>
30 Yard	\$12 60 .00	\$6. 300	\$ 297.47 <u>83.30</u>	\$ 65.05 <u>1.95</u>
40 Yard	\$12 60 .00	\$6. 300	\$ 312.34 <u>297.47</u>	\$ 65.05 <u>1.95</u>
Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)				
Size	Monthly Rental Charge	Haul Rate	Disposal (per ton)	
30 Yard	\$ 550.00 <u>577.50</u>	\$ 273.00 <u>286.65</u>	\$ 61.95 <u>65.05</u>	
35 Yard	\$ 577.50 <u>50.00</u>	\$ 286.65 <u>73.00</u>	\$ 65.05 <u>1.95</u>	
40 Yard	\$ 577.50 <u>50.00</u>	\$ 409.01 <u>389.53</u>	\$ 65.05 <u>1.95</u>	
Washout per Container			\$1 83.75 <u>75.00</u>	
Relocated/Block Fee (per Haul)			\$ 68.25 <u>5.00</u>	

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 60th 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 (<u>Sec. 18-194, Code of Ordinances</u>)	
Permit for amplification of music or human speech	\$10.00
Manufactured Home Park or Recreational Vehicle Park	
<i>Construction or Enlargement Fees</i>	
Application for construction/enlargement	\$100.00 plus \$10.00 per unit in excess of 25 units
<i>Park Operations License Fees</i> (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](#).

<i>Code</i>	<i>Offense</i>	<i>Minimum Fine</i>
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

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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					
<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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					
<i>Offense Code</i>	<i>Offense Code Type</i>	<i>Offense Description</i>	<i>Total Due</i>		
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 - Hitchhiking-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

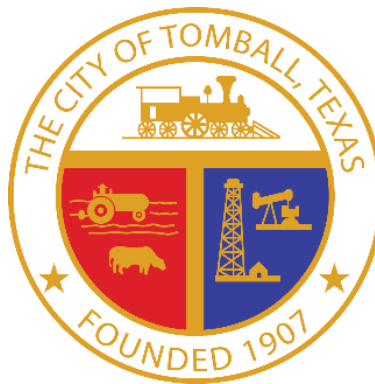
1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	\$233.00
1130	S	Failure To Identify	\$316.00
1170	S	D.O.C. Obscene Language	\$316.00
1171	S	D.O.C. Offensive Gesture/Display	\$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	\$316.00
1173	S	D.O.C. Abuse Or Threaten (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 <i>See Chart</i>	
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 DI Restriction	\$189.00
3107	S	Permit Unlawful Use Of DI	\$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	
<i>Service</i>	<i>Fee</i>
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			
<i>License Type</i>	<i>Description of License</i>	<i>T.A.B.C. 2-Year Fee</i>	<i>Tomball 2-Year Fee</i>
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 - 1 st Renewal (Years 3 and 4)	\$4,500.00	\$1,125.00
	Mixed Beverage - 2 nd Renewal (Years 5 and 6)	\$3,000.00	\$1,150.00
	Mixed Beverage - 3 rd 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			
<i>Times Impounded</i>	<i>Impound Fee</i>	<i>Boarding Fee</i>	<i>Vaccination Fee*</i>
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
<i>*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).</i>			
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) \$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	
<i>Residential Building Permits</i>	
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
<i>Commercial Building Permits</i>	
<i>Total Valuation (Building)</i>	<i>Fee</i>
\$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
<i>Building Plan Review Fee</i>	
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.	
<i>Banner Sign Fee</i>	
Banner sign fee	\$40.00
<i>Structure Moving Fee</i>	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	\$125.00
<i>Demolition Permit/Fee</i>	
<i>Size of building/structure</i>	<i>Fee</i>
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
<i>Roofing Permit</i>	
Residential roofing permit (re-roof only)	\$75.00
Commercial roofing permit (re-roof only)	\$150.00
<i>Penalties</i>	
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
<i>Plus the following when required (fee is per unit installed)</i>	
<i>Services (including subpanels)</i>	
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
<i>Outlets (including all light switches and electrical openings)</i>	
Outlets and fixtures	\$0.75
<i>Appliances</i>	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	\$7.50
<i>Motors (installed)</i>	
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
<i>Transformers</i>	
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
<i>Miscellaneous</i>	
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
<i>Temporary Installations</i>	
Temporary lighting installations	\$22.50
Temporary saw pole – 90 days	\$22.50
Temporary cut-ins made permanent	\$35.00
<i>Other Electrical Permits</i>	
Reconnection Fee (for power for generators)	\$20.00
Demolition (when for electric only)	\$40.00

Plumbing Permits	
Plumbing permit application fee	\$45.00
<i>Plus the following when required (fee is per unit installed)</i>	
<i>Services</i>	
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
<i>Gas</i>	
Medical Gas (Medgas)	\$4.00
Gas Opening	\$4.00
Gas Line	\$8.00
Gas Test	\$8.00
<i>Other Plumbing Permits</i>	
Demolition (when for plumbing only)	\$40.00
<i>Irrigation Permit</i>	
Residential irrigation permit fee	\$75.00
Commercial irrigation permit fee	\$200.00

Mechanical Permits		
Mechanical permit base fee		\$45.00
<i>Total Valuation of Installation (labor & materials)</i>	<i>Fee</i>	
\$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		
<i>Permit Type</i>	<i>No Culvert</i>	<i>With Culvert</i>
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)		\$300.00
Each additional hour		\$75.00
*Must have prior approval		
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.	
<i>Meter Size</i>	<i>Fee</i>
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 Boring Fees	
<i>Line Size</i>	<i>Fee</i>
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.	
<i>Connection Size</i>	<i>Fee</i>
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.		
<i>BTUs</i>	<i>Meter Size</i>	<i>Fee</i>
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
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
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				
<i>Living Unit Equivalents (LUEs)</i>	<i>Water Meter Size</i>	<i>Water Impact Fee</i>	<i>Wastewater Impact Fee</i>	<i>Total Fees</i>
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				
<i>Drainage Basin</i>			<i>Fee</i>	
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				
<i>Life Safety Plan Review</i>				
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
<i>Fire Marshal's Office Plan Review Resubmittal Fee</i>				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
<i>Fire Sprinkler System</i>				
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
<i>Fire Alarm System</i>				
Review Fee				\$200.00
Fire Alarm Device				\$2.00 each
<i>Paint Booth/Mixing Room</i>				
Review Fee				\$200.00
Nozzle				\$2.00 each
<i>Cooking Suppression System</i>				
Review Fee				\$200.00
Nozzle				\$2.00 each
<i>Fuel Storage Tank Installation or Removal</i>				
For 1 Tank per site				\$150.00
For 2 Tanks per site				\$200.00
For 3 or more Tanks per site				\$250.00
<i>Installation Penalty</i>				
No permit fee – equal to two times the cost of the total permit fee				
<i>Special Services</i>				
Expedited Plan Review				\$300.00
After hours inspection fee (up to 4 hours)				\$400.00
Each additional hour (rounded up to the next hour)				\$100.00 per hour
*Must be paid and have prior approval				
<i>Acceptance Testing/Fire Final Inspections</i>				
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
<i>State Licensed Facility Inspection - Group I Occupancy</i>				
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
<i>Boarding Home Annual Permit</i>				
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 (<u>Sec. 2-240, Code of Ordinances</u>)	
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				
<i>Rentals for Monday through Friday (until 3 p.m.)</i>				
Rates listed per hour; 2-hour minimum rentals required				
<i>Renter</i>	<i>Room A</i>	<i>Room B</i>	<i>Room C</i>	<i>Room D</i>
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
<i>Rentals for Friday (after 3 p.m.), Saturday, and Sunday</i>				
Rates listed per hour; 2-hour minimum rentals required				
<i>Renter</i>	<i>Room A</i>	<i>Room B</i>	<i>Room C</i>	<i>Room D</i>
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
<i>Kitchen Rental Fee</i>				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
<i>Community Center Fee Waiver Policy</i>				
<p>The following groups shall have their rental fees waived:</p> <ul style="list-style-type: none"> • Tomball-based nonprofit youth organizations who provide proof of nonprofit status <p>The following Tomball-based groups and organizations may request a waiver of fees from the City:</p> <ul style="list-style-type: none"> • 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 				
<i>Deposits for Rentals</i>				
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		
<i>Park/Facility</i>	<i>Resident</i>	<i>Nonresident</i>
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
<i>Tennis & Pickleball Court Rentals</i>		
<i>Rental Type</i>	<i>Resident</i>	<i>Nonresident</i>
Individual court rental	\$5.00 for 2 hours	\$10.00 for 2 hours
League court rental 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 (<u>Sec. 18-104, Code of Ordinances</u>)	
Bond	\$500,000.00
Filing Fee	\$1,000.00
Well and Seismic Activities Permits (<u>Sec. 18-54-58, Code of Ordinances</u>)	
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 (<u>Sec. 18-28, Code of Ordinances</u>)	
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
<p>Impounded vehicles, impounding fee</p> <p>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.</p> <p>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.</p>	<p>\$22.85 a day for vehicles 25 feet in length or less</p> <p>\$39.99 per day for vehicles over 25 feet in length</p>

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			
<i>North Harris County Regional Water Authority Charges</i>			
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/ .			
<i>Monthly Rates for Potable Water Sales</i>			
<i>Customer Class</i>	<i>Usage (gallons) during billing month</i>	<i>Base Rate</i>	<i>Consumption Charge for each 1,000 gallons used</i>
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
<i>Bulk Water Sales</i>			
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.			
<i>Water Meter Testing Fee</i>			
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.			
<i>Meter Size</i>			<i>Testing Fee</i>
0.75 inch and 1 inch			\$225.00
1.5 inch and 2.0 inch			\$250.00
3.0+ in meters			\$325.00
<i>Meter Box Repair Fee</i>			
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	
<i>Residential Sanitary Sewer Rates, with Potable Water Service</i>	
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.	
<i>Commercial Sanitary Sewer Rates, with Potable Water Service</i>	
Monthly base charge	\$35.95
<i>Volume rate per 1,000 gallons</i>	
0 to 5,000 gallons	\$6.52
5,001 to 51,000 gallons	\$8.14
More than 51,000 gallons	\$10.18
<i>Residential Sanitary Sewer Rates, without Potable Water Service</i>	
Monthly base rate	\$60.45
<i>Commercial Sanitary Sewer Rates, without Potable Water Service</i>	
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)
<i>Gas Meter Testing Fee</i>	
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 assessed a meter testing fee based on the meter size or type.	
<i>Meter Size/Type</i>	<i>Testing Fee</i>
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
<i>Excess Flow Valve</i>	
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	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	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		\$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		\$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 60th 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 (<u>Sec. 18-194, Code of Ordinances</u>)	
Permit for amplification of music or human speech	\$10.00
Manufactured Home Park or Recreational Vehicle Park	
<i>Construction or Enlargement Fees</i>	
Application for construction/enlargement	\$100.00 plus \$10.00 per unit in excess of 25 units
<i>Park Operations License Fees</i> (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](#).

<i>Code</i>	<i>Offense</i>	<i>Minimum Fine</i>
111	Fire Code Violations	\$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1 st violation with please of guilty within 14 days	\$250.00
After 14 days plea of guilty, 1 st offense	\$500.00

Offense: Speeding

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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

<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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					
<i>Speeding</i>	<i>Fine</i>	<i>Court Costs</i>	<i>Total</i>	<i>Workers Present</i>	<i>Total</i>
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					
<i>Offense Code</i>	<i>Offense Code Type</i>	<i>Offense Description</i>	<i>Total Due</i>		
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 - Hitchhiking-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 <i>See Chart</i>	
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 DI Restriction	\$189.00
3107	S	Permit Unlawful Use Of DI	\$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: August 4, 2025

Topic:

Workshop Discussion Only – Approve Changes to Administrative Policy No. 9, Procurement Policy and Manual.

Background:

In 2022, the City of Tomball adopted an updated Procurement Policy and Manual to comply with state law, incorporate best practices, and better define procedures for procurement.

Staff have evaluated the current policy and identified changes to improve procedures, add clarity, implement new forms, as well as incorporate changes to state law. The major change includes an update to the competitive bidding threshold from \$50,000 to \$100,000, which was adopted into law and will be effective September 1, 2025. Additional major policy changes include updating expenditure authority levels to align with state law.

A summary of the proposed changes is attached, as well as a redline version of the policy for Council's review.

Origination: Finance Department

Recommendation:

Staff recommends approval.

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

Jessica Rogers, Assistant City
Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed	Jessica Rogers	7/29/2025	Approved by	
	Staff Member	Date	City Manager	Date

Summary of Proposed Purchasing Policy Changes

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- Update for proper references and section titles
- Addition of Exhibit J – Purchase Order Change Order Form

Article 1: General Information

- Table 1.2
 - Update to reflect adoption of changes effective September 1, 2025.
- 1.11 Purchase of Materials, Equipment, and Supplies for Personal Use
 - Add statement that employees who do not follow this provision may be subject to disciplinary action.
- 1.12 Procurement of Goods and Services from City Employees and/or Immediate Family Members
 - Update to provide a process for requesting an exception to this section, outlining information required to be provided when requesting an exception, and stating that City Manager has sole authority to grant exception.

Article 2: Definitions

- 2.1 Definitions
 - Add definitions for Expenditure Authority, Quote, Quote (informal), and Request for Quote (RFQt).

Article 3: Organization, Authorization, and Responsibilities

- 3.1 General Expenditure Approval Authority
 - Change title from “Single Transaction” to “Expenditure Authority”
 - Update Expenditure Authority Limits to:
 - Department Directors: \$10,000
 - Finance Director: \$25,000
 - City Manager: \$100,000
 - City Council: All transactions over \$100,000
 - Remove “Cumulative Transactions” column.
- 3.2 Authority of Finance Director
 - Update language regarding designation of authority to allow designations only as appropriate and necessary.
- 3.3 Authority of City Manager
 - Update approval authority to \$100,000 as applicable.
 - Update to allow City Manager to issue administrative directives to facilitate operations and ensure compliance with law and best practices. Provide that such directives shall be proposed as policy amendments should they remain in place for more than 90 days.

- 3.5 Responsibilities of City of Tomball Departments
 - Update approval authority as applicable.
 - Provide process for department directors to request the delegation of approval authority in limited circumstances.

Article 4: Processes and Internal Controls

- 4.2 Additional Approvals for Purchases of Vehicles and Equipment
 - Update approval authority to \$100,000.
- 4.4 Prepayments and Advance Payments
 - Update approval authority to \$100,000.
- 4.6 Check Requests (PA-7s)
 - New section to outline procedures required when a check request is needed for processing payments.
- 4.6 Purchase Orders and Requisitions
 - Add language to allow for exceptions to regular requisition/purchase order process.
 - Change to 4.7 Purchase Orders and Requisitions
- 4.7 Procedures for Processing Payments
 - Update language to reflect consistency with City Charter.
 - Change to 4.8 Procedures for Processing Payments

Article 5: Vendor Setup

- 5.3 Tax Exemption
 - Add language noting that the City is not exempt from hotel and certain travel related expenses.

Article 6: Methods and Thresholds for Source Selection (Goods and Services)

- 6.2 Micro Purchases (Under \$3,000)
 - Update language to reflect use of informal Request for Quotes process.
 - Add language noting departments should contact the Finance Department when they make regular, repeated purchases from the same vendor.
- 6.3 Small Purchases (Between \$3,000 and \$50,000)
 - Update range of small purchases to between \$3,000 and \$100,000.
 - Update language reflecting use of informal Request for Quotes process.
 - Add language noting departments should contact the Finance Department when they make regular, repeated purchases from the same vendor.
- 6.5 Formal Sourcing Methods for Goods and Services (Over \$50,000)
 - Update threshold for requiring formal sourcing methods to \$100,000.

- 6.8 Award and Approvals for IFB and IFB-BV Procurements
 - Update language that City Council will award over \$100,000.
- 6.10 Award and Approvals for Requests for Proposals
 - Update language that City Council will award over \$100,000.
- 6.11 Sole Source Procurement
 - Update language that City Council will award over \$100,000.
- 6.12 Emergency Purchases
 - Update language that City Council will be notified of emergency purchases over \$100,000.
- 6.14 Cancellation of Solicitations
 - Update language that City Council will reject bids or proposals over \$100,000.
- 6.15 Rejection of Individual Bids, Proposals, Statements of Qualifications or Reverse Auctions
 - Update language that City Council will reject bids or proposals over \$100,000.

Article 8: Procurement of Professional Services

- 8.4 Awards and Approvals
 - Update language that City Council will approve awards over \$100,000.

Article 9: Procurement of Public Works

- 9.5 Public Works Under \$50,000 – Request for Quotes
 - Update language to reflect increase to \$100,000 for maximum threshold to use Request for Quotes.
- 9.6 Public Works Over \$50,000 – Competitive Sealed Bid – IFB
 - Update language to reflect threshold for bidding is \$100,000.
 - Update language to reflect approval authority of City Council is \$100,000.
- 9.7 Public Works Over \$50,000 – Competitive Sealed Proposal – RFP
 - Update language to reflect threshold for formal RFP process is \$100,000.
 - Update language to reflect approval authority of City Council is \$100,000.
- 9.8 Public Works Over \$50,000 – Alternative Project Delivery Methods
 - Update language to reflect threshold for alternative delivery methods is \$100,000.

Article 11: Contract Modifications (Change Orders)

- 11.2 Process and Authorizations
 - Update language to reflect City Council approval is \$100,000.
 - Update language to reflect current procedures that Finance Director approves all change orders and City Manager approves change orders over \$10,000.

Article 16: Interlocal Contracts Procurement

- Remove conflicting language regarding Council approval to have consistent approval processes.

Article 17: Cooperative Buying Agreements

- 17.2 When Agreement is Required and/or Authorized
 - Remove conflicting language regarding Council approval to have consistent approval processes.
- 17.3 Approval to Purchase from Cooperative Contract
 - Update language to reflect City Manager can approve expenditures up to \$100,000 and City Council approves at \$100,000 and higher.

Exhibit A: Purchase Flow Charts

- Update to reflect new approval and bidding thresholds.

Exhibit C: Purchase Order Requisition Process

- Update to reflect informal RFQ process is used for purchases between \$3,000 and \$100,000.
- Update to reflect that purchases of \$100,000 or more require competitive bidding process.

Exhibit F: Emergency Purchase Justification Form

- Update to reflect approval authority of City Council is \$100,000.

Exhibit G: Exemption from Competitive Bidding Form

- Update to remove statement that City Council approves exemptions. All exemptions can be approved by City Manager.

Exhibit H: Procedure for Purchasing Equipment and Vehicles

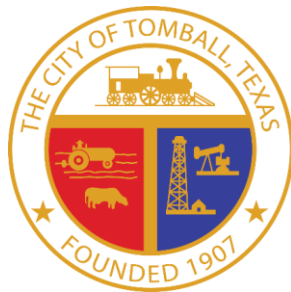
- Update to reflect City Council approval is required when purchase is \$100,000 or more.

Exhibit J: Purchase Order Change Order Form

- New form to document when a change order is requested after a purchase order is approved.

City of Tomball Procurement Policy & Manual

**Finance Department
501 James St., Tomball, TX 77375**



Effective September 1, 2025

**Procurement Policy & Manual
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Procurement Policy and Manual

ARTICLE 1: GENERAL INFORMATION

1.1 INTRODUCTION

The City of Tomball Procurement Policy (this “Policy”) is a guide to all those engaged in procurement at the City of Tomball. Updates to this Policy will be documented in **Table 1.2** below. This Policy is available at www.tomballtx.gov. If you are unable to find an answer to your question(s) or need additional information not found in this Policy, please contact the Finance Department.

This Policy provides guidance to facilitate the efficient and proper procurement of goods and services, including professional services and public works construction. This Policy guides employees on industry best practices, education, accountability, ethics, impartiality, professionalism, and transparency by:

- Ensuring compliance with local, state and federal laws applicable to procurement and contracting;
- Providing quality customer service to City departments, suppliers engaging with the City and citizens of the City community;
- Obtaining needed goods and services at the best possible price, of the highest quality and at the right time;
- Serving as stewards of the public trust by spending tax dollars wisely, efficiently, and with integrity;
- Providing all suppliers, including Historically Underutilized Businesses, equal access to the City’s competitive processes for the acquisition of goods and services;
- Protecting the interests of City taxpayers by avoiding any undue influence, political pressures and protecting the integrity of the procurement process.

In order to accomplish the above, the City and its customers must partner together to ensure the appropriate planning of needs, timely submission of information, proper execution of responsibilities, compliance with rules and regulations, and commitment to the highest standards of customer service. City officials, directors and employees of the City will strive to provide equitable and competitive access to the City’s procurement process for all responsible suppliers. Further, procurement will be conducted in a manner that promotes and fosters public confidence in the integrity of the City’s procurement process.

1.2 ADOPTION AND SUMMARY OF POLICY CHANGES

This Policy was adopted by the City of Tomball City Council on October 3, 2022 and made effective on October 3, 2022. This Policy is reviewed annually for compliance with relevant laws and regulations or for needed updates. Amendments to this Policy are noted below.

Table 1.2		
Summary of Policy Changes		
Amendment No.	Effective Date	Summary of Changes
0	10/03/2022	Baseline policy adopted (Version 1.0)
<u>1</u>	<u>09/01/2025</u>	<u>Changes based on State Law</u>

1.3 LAWS AND STATUTES GOVERNING PROCUREMENT

The City of Tomball is a home-rule city, operating pursuant to [Article 11, Section 5 of the Texas Constitution](#), state law, and the [City Charter](#). In determining procurement practices, the City is governed by applicable federal and state law, the [City Charter](#), [City ordinances](#), and industry best practices, supplemented by City Council resolutions and City policies and procedures.

State of Texas regulations most pertinent to this Policy include, but are not limited to, the Texas Local Government Code (“LGC”) and the Texas Government Code (“GC”). A summary of key applicable Texas regulations affecting procurement at the City is included as **Appendix A**. All applicable Texas regulations, regardless of whether specifically listed in **Appendix A** or within this Policy, shall govern and prevail unless specifically displaced by the particular provisions of this Policy or City Charter, ordinance, or resolution. Further, the principles of law and equity, including applicable provisions in the uniform commercial code of this state, the common law of contracts as applied to this state and law relative to agency, fraud, misrepresentation, duress, coercion, and mistake supplement the provisions of this Policy.

1.4 FEDERAL AND STATE REQUIREMENTS

In addition to applicable Texas and local regulations, the City is bound to comply with various applicable federal and state regulations, depending on the funding source. When purchasing with federal or state grant funds, the Finance Department shall be responsible for verifying that the potential supplier is not on an excluded parties list. In no event shall any vendor be discriminated against on the basis of the vendor’s national origin, race, color, religion, disability, sex or familial status.

1.5 APPLICABILITY OF THIS POLICY

This Policy shall apply to the following:

- Every City procurement except those specific procurements found to be exempt as outlined in **Section 1.6**.
 - Note: Certain procurements exempted from competitive bidding requirements may be required to follow additional procedures outlined in this Policy.
- Contracts where there is no expenditure of public monies or where the City is offering something of value to the business community when the City determines source selection and award of a contract.

1.6 GENERAL EXEMPTIONS TO THIS POLICY

[LGC 252.022](#) exempts the following from competitive bidding requirements:

- Emergency procurements, including:
 - A procurement made necessary because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
 - A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
 - A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- A procurement for personal, professional (see **Article 8**), or planning services.
- A procurement for work that is performed and paid for by the day as the work progresses.
- A purchase of land or right-of-way.
- A procurement of items that are available from only one source (see **Section 6.11**), including:
 - Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.
 - Films, manuscripts, or books.
 - Gas, water, and other utility services.
 - Captive replace parts or components for equipment.
 - Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.
- Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
- A purchase of rare books, papers, or other library materials for a public library.
- Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.
- A payment under a contract by which a developer participates in the construction of a public improvement as provided by [Subchapter C, Chapter 212, Municipal Regulation of Subdivisions and Property Development](#).
- Personal property sold:
 - At an auction by a state licensed auctioneer.
 - At a going out of business sale held in compliance with [Subchapter F, Chapter 17, Business and Commerce Code](#).
 - By a political subdivision of this state, a state agency of this state, or an entity of the federal government.
 - Under an interlocal contract for cooperative purchasing administered by a regional planning commission established under [LGC Chapter 391](#).
- Services performed by blind or severely disabled persons.
- Goods purchased by a municipality for subsequent retail sale by the municipality.
- Electricity.
- Advertising, other than legal notices.

- Bonds or warrants issued under [LGC Chapter 571, Subchapter A](#).
- Expenditures described by [LGC Chapter 252.021\(a\)](#) if the governing body of the municipality finds that a method described by [GC 2269](#) provides a better value for the municipality than the procedures described in [LGC Chapter 252](#).

1.7 PRECEDENTS AND INTERPRETATIONS

In the event of any conflict with or need for interpretation with this Policy:

- If there is any conflict between this Policy and a state or federal law, or a rule adopted under a state or federal law, the stricter of the conflicting provisions prevails.
- The masculine, feminine, and neutral genders shall be interpreted to include the other genders as required. The singular and plural shall be interpreted to include the other numbers as required.
- Headings and titles at the beginning of the various sections of this Policy have been included only to make it easier to locate the subject matter covered by that section or subsection are not to be used in interpreting this Policy.

It is the responsibility of the Finance Director, in consultation with the City Attorney, to interpret this Policy. Any questions regarding the Finance Director's interpretation and/or application of this Policy may be addressed with the City Manager, who shall have final authority to resolve any question about any interpretation and/or application of this Policy, except where appeals to the City Council are allowed pursuant to this Policy.

1.8 REQUIREMENTS OF GOOD FAITH

This Policy requires all parties involved in the negotiation, performance, or administration of City contracts to act in good faith.

1.9 CONFIDENTIAL INFORMATION

Confidential or proprietary information shall be designated as follows:

- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld from public record, a statement advising the City of this fact should accompany the submission and the information shall be so identified in a clear and conspicuous manner, wherever it appears.
- Unless otherwise required by law, confidential or proprietary information will not be released until the contract is considered by Council for approval.
- Notwithstanding the above provisions, in the event records marked as confidential are requested under the [Texas Public Information Act \(GC 552\)](#) the City shall follow the Texas Public Information Act unless a protective order, injunctive relief, or other appropriate order from a court of competent jurisdiction, enjoins the release of the records.
- The City shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked confidential or proprietary. Nor shall

the City be in any way financially responsible for any costs associated with securing such an order.

- The City will follow [LGC 252.049](#) regarding confidentiality of information in bids or proposals.

1.10 DISCLOSURE OF CERTAIN RELATIONSHIPS BETWEEN CITY OFFICIALS AND VENDORS

Vendors and local government officials must disclose certain relationships between each other to the City ([LGC 171](#) and [LGC 176](#)). The vendor and the official must file disclosure statements (Forms CIQ or CIS) if the vendor who is contracting or has contracted with the City has:

- A familial relationship with the official; and
- An employment or other business relationship with the official or a family member of the official that results in receiving more than \$2,500 of taxable income over a 12-month period; or
- Given the official or family member of the official one or more gifts that have an aggregate value over \$100 in the 12-month period preceding the date the official becomes aware of the contract or potential contract with the City ([LG 176](#)).

The official is not required to file a conflicts disclosure statement in relation to a gift accepted by the official or family member if the gift is a political contribution as defined by [Title 15 of the Texas Election Code](#) or food accepted as guest.

The official and vendor must file the conflicts disclosure statement with the City Secretary no later than 5:00 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing. A person commits a misdemeanor if the person knowingly violates [LGC 176.003](#). Disclosure statements shall be posted and publicly accessible on the City's website.

Vendors are also required to file disclosure statements for certain relationships and may be subject to other City policies which may be more restrictive than state requirements.

Additionally, a local government official must file an affidavit with the City Secretary disclosing any substantial interest of the official or any family member in a business entity prior to any vote or decision or any matter involving the business entity, and must abstain from any participation in the matter requiring the affidavit ([LGC 171](#)).

1.11 PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

Employees of the City of Tomball cannot use the City's business accounts for personal purchases. Employees who violate this provision may be subject to disciplinary action, up to and including termination.

1.12 PROCUREMENT OF GOODS AND SERVICES FROM CITY EMPLOYEES AND/OR IMMEDIATE FAMILY MEMBERS

It is the general policy of the City of Tomball to not enter into contracts for purchases for goods, services, professional services, or public works from employees of the City or members of their immediate family (any person related in the first degree of consanguinity or affinity as determined under [GC 573](#)). Exceptions can be reviewed on a case-by-case basis. Any employee wishing to request such an exception must notify the Finance Director in writing of the request to purchase goods or services from an immediate family member or current City employee and formally request an exception to the City's Procurement Policy. The request must include full disclosure of the nature of the relationship, why the purchase is the best value for the City, why other alternatives are not available, and any other pertinent information needed to evaluate the request. The Finance Director may request additional information in order to evaluate the exception request. The Finance Director will evaluate the exception request and make a recommendation to the City Manager. The City Manager has the sole authority to grant an exception under this Section. Disclosure of this information must be made to the Finance Director, who, in conjunction with the City Manager, has authority to grant the exception.

This section does not preclude the City from entering into contracts for purchases for goods, services, professional services, or public works from individuals previously employed by the City.

1.13 SEVERABILITY

If any provision of this Policy or the application of a provision to any person or circumstance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Policy and the application of its provisions to other persons and circumstances shall not be affected.

Procurement Manual

ARTICLE 2: DEFINITIONS

2.1 Definitions

Definitions not contained specifically within this Policy shall be defined per GC, LGC, or other applicable Texas statutes. Additional definitions are provided in subsequent Sections as needed.

Advertisement/Notice/Public Notice means to make a public announcement of the intention to procure goods, services, professional services, or public works.

Alternative Delivery Method (ADM) means a method of procuring construction services other than “traditional” competitive bidding. Methods include competitive sealed proposals, design-build, construction manager-agent, construction manager-at-risk, and job order.

Amendment/Addendum means a document used to change the provision of a Solicitation.

Award means the act of accepting a bid, proposal, or offer; thereby resulting in a contract between the City and a Supplier/Vendor.

Best and Final Offer (“BAFO”) means a negotiation technique in which an opportunity is extended to respondents in the RFP process to review their proposals and provide a best and final offer to the City. A BAFO may be sent to all firms, the top firms, or the highest ranked firm, depending on the procurement.

Best Value means a method of evaluating price that includes an evaluation based on the total life cycle cost of the item or service. Best value is the best and lowest overall life cycle cost proposal taking into consideration various factors depending on what is being procured.

Bid means an offer to contract with an entity, submitted in response to an Invitation for Bid or informal quote.

Bid (formal) means a bid that must be submitted in a sealed envelope and in conformance with a prescribed format, to be received and opened on a specific date and at a specific time.

Bid (informal) means an unsealed competitive offer conveyed by letter, telephone, email, or other means and under conditions different from those required for formal bidding.

Bidder, Lowest Responsible means the bidder submitting the lowest *initial* price and capable of performing the propose contract as the “lowest and responsible” bid.

Bidder, Responsible means the bidder who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will also assure good faith performance.

Bidder, Responsive means a bidder who has submitted a bid that fully conforms in all material respects to the Invitation for Bid (“IFB”) and all of its requirements, including all form and substance.

Bidder, Non-resident means a person whose principal place of business is NOT in the State of Texas, including a contractor whose ultimate parent company or majority owner does NOT have its principal place of business in the State of Texas.

Bidder, Resident means a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

Blanket/Open Purchase Order means a purchase order issued without unit pricing, limited to a specific amount. An open purchase order is normally used when there is a recurring need for incidental goods, and contains multiple purchases over a period of time.

Bond, Bid means a bond submitted with a bid guaranteeing the bidder will proceed with the contract and will replace the bid bond with a contract, performance bond, and/or payment bonds. The bid bond is an instrument used to stop low bidders from underbidding and then withdrawing their bid. A bid bond is not statutorily required but is generally used by the City on public works contracts.

Bond, Maintenance means a guarantee that there is no defect in workmanship and/or materials for a specific time period.

Bond, Payment means to protect beneficiaries who supply materials or labor to a public works project and have a direct contractual relationship with the contractor. A payment bond is required because materials suppliers and laborers do not enjoy the same lien rights on public projects as they do on private projects. The payment bond requirement essentially replaces the protections afforded by lien rights with protections guaranteed by a surety ([GC 2253](#)).

Bond, Performance means to secure the performance and fulfillment of all the undertakings, covenants, terms, conditions, and agreements contained in the contract specifications ([GC 2253](#)).

Brand Name or Equivalent means one or more manufacturers’ brand names, with identifying model numbers (or the like), used in a specification to invoke certain quality, performance, and other salient characteristics needed to meet the solicitation requirements.

Change Order means a change in plans or specifications after the performance of a contract has initiated, or if it is necessary to increase or decrease the quantity or price of work to be performed or materials, equipment, or supplies to be furnished ([LGC 252.048](#)).

City means the City of Tomball, Texas, including all departments, utilities, commissions, and boards comprising the City government.

City Council means the City Council of the City of Tomball, Texas.

City Manager means the City Manager of the City of Tomball, or the designee of the City Manager, when such designation is necessary and appropriate.

Commodity means a tangible item that can be offered for trade.

Competitive Bidding means the process that allows available vendors to compete with each other to provide goods or services. ([LGC 252](#); [GC 2269, Subchapter C](#)).

Competitive Sealed Proposal Process means the process that allows available vendors to compete with each other to provide goods and services and permits flexibility in product solicitation and negotiation in compliance with [LGC 252](#) or [GC 2269, Subchapter D](#).

Component Purchases means a purchase of the component parts of an item that in normal purchasing practices would be made in a single purchase ([LGC 252.062](#)).

Construction means the process of utilizing labor and material to build, alter, repair, improve, or demolish any structure, building, or public improvement. Construction does not general apply to routine maintenance, repair, or operation of existing real property.

Contract means a legal, binding mutual agreement obligating parties to terms and conditions as outlined. In terms of purchasing, a contract is an agreement in which a buyer and seller agree to specific terms regarding the exchange of goods and services, during a specific time period, at a specific delivery point, for a specific frequency, under specific terms and conditions, at a specific quantity, and/or at a stated price.

Contract Amendment means any written alteration in specifications, delivery point, frequency of delivery, period of performance, price, quantity, or other provisions of the contract, accomplished by mutual agreement of the parties to the contract.

Cooperative Buying Agreement (“Cooperative Contract”, “COOP”, or “Piggyback Agreement”) means competitively awarded contracts in accordance with Texas statutes, rules, policies, and procedures that have been extended for the use of other government agencies and active cooperative members. A cooperative buying agreement satisfies any state law requiring a local government to competitively source for goods or services. ([GC 791](#); [LGC 252.022\(12\)\(D\)](#)).

Design-Build Contract means a project delivery method by which the City contracts with a single entity to provide both the design and construction services for the construction, rehabilitation, alteration, or repair of a facility ([GC 2269, Subchapter G](#)).

Design Criteria Package means a set of documents that meets the requirements specified in [Texas Government Code, Chapter 2269, Subchapter G](#). The Design Criteria Package must provide sufficient information to permit a design-build firm to prepare a response to a City request for qualifications and to provide any additional information requested.

Department means all City funded departments or divisions, and subdivisions of them, when the purchases are funded even partially with City funds.

Disaster means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, other public calamity requiring emergency action, or energy emergency.

Electronic Signature (“E-Signature”) means an electronic symbol, text, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

Emergency Purchase means a purchase made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the City’s residents or to preserve the property of the City. Such a purchase would be deemed necessary to preserve or protect the public health or safety of the City’s residents and the City’s ability to serve its public would be impaired if ~~the purchases~~ ~~is~~~~are~~ not made immediately.

Employee means any City elected official, appointed official, or employee when the purchase is funded even partially with City funds or anyone who acts on behalf of any of them.

~~**Expenditure Authority means the level of approval a certain employee has to authorize an expenditure of funds for goods or services.**~~

Family means any person related in the first degree of consanguinity or affinity as determined under [GC 573](#).

Finance Director means the Finance Director for the City of Tomball or a designee of the Finance Director. In the event that there is no individual serving as the Finance Director, references to the Finance Director shall mean the Assistant City Manager or a designee of the Assistant City Manager.

Goods means any personal property purchased by the City, including equipment, supplies, material, and component or repair parts.

High Technology Item means a service, equipment, or good of highly technical nature, including data processing equipment and software; telecommunications, radio, and microwave systems; electronic distributed control systems; and technical services related to those items ([LGC 252.001\(4\)](#) and [252.021\(b\)](#)).

Historically Underutilized Business (“HUB”) means a business that is at least 51% owned by an economically disadvantaged group (Asian Pacific American, Black American, Hispanic American, Native American, and/or American woman or veterans who suffered at least 20% service-connected disability), is a for-profit entity that has not exceeded the size standards prescribed by [34 TAC §20.294](#), has its principal place of business in Texas, and has an owner

residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs. See addition information in [GC 2161](#), [34 TAC §20.282](#), and [LGC 252.0215](#).

Invitation for Bid ("IFB") means a solicitation requesting submittal of a bid in response to the required specifications. IFBs are awarded to the lowest responsible bidder meeting the specifications. Price may not be altered or negotiated.

Invitation for Bid, Best Value ("IFB-BV") means a solicitation requesting submittal of a bid in response to the required specifications. An IFB-BV is awarded to the bidder that meets the specifications and provides the best value to the City. Published evaluation criteria are used to determine the best value, which may not be the lowest cost. Price may not be altered or negotiated.

Invoice means the document provided by the supplier/vendor requesting payment for goods or services provided.

Item means any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by [GC 2254.002](#).

Lease means a contract for the use of real or personal property for a period of time in return for a specified compensation

Life Cycle Cost means the total cost associated with buying, owning, and using a physical product or service.

Local Cooperative Organization means an organization of governments established to provide local governments' access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

Maintenance Services means routine maintenance, repair, and replacement of existing facilities, structures, or buildings.

NIGP Commodity/Service Codes means the standardized national classification codes that identify goods and services.

Negotiation means a consensual bargaining process in which multiple parties attempt to reach an agreement on a disputed, or potentially disputed, matter.

Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

Offeror means a person or entity who submits a response to an RFP.

Offeror, Responsible means an offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will also assure good faith performance.

Offeror, Responsive means an offeror who has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including form and substance.

Official means any elected or appointed official and any person authorized to act on his or her behalf.

Person means an individual, corporation, partnership, limited partnership, Limited Liability Company, association, trust, or other legal entity.

Personal Services means those services other than professional services that are performed personally by the individual who contracted to perform them. Personal services are be exempt from the competitive bid process.

Planning Services means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or municipal, county, metropolitan, or regional land areas.

Pre-Bid/Proposal Conference means a conference conducted by the City for the benefit of those wishing to submit a response for services or supplies required by the City which is held in order to allow vendors to ask questions about the proposed contract and particularly about the contract specifications.

Preconstruction Services means advice during the design phase and does not include manager-agent services.

Procurement Card ("P-Card") means a credit card program for authorized purchases made by the City. See Procurement Card Program for additional information.

Professional Services means services performed by an individual or group of individuals who possess the education, professional certification, professional license, and/or professional registration required to perform the service. The service is usually based on intellectual qualifications as opposed to craftsmanship, involves a higher level of knowledge and a higher order or learning, skill, and intelligence. For purposes of [GC 2254](#), services within the scope of the practice, as defined by state law of: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or services provided with the professional employment or practice of a person who is licensed or registered as a certified public accounting, an architect, a landscape architect, a land surveyor, a physician (including a surgeon), an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, interior designer, or a registered nurse.

Proposal means an offer submitted by a supplier in response to an RFP intended to be used as a basis to negotiate a contract.

Proprietary Information means information provided in responses to solicitations to which vendor claims ownership or exclusive rights and which may be protected from disclosure under the [Texas Public Information Act, GC 552](#).

Public Works means constructing, altering, or repairing a public building or the construction or completion of a public work.

Purchase means any kind of acquisition, including by a lease or revenue contract.

Purchase Order means a legal contract document for the delivery of goods or services in accordance with the terms of an agreement. A purchase order should include the quantity, price, and delivery instructions. All invoices generated by purchase orders shall be for the amounts stated on the purchase order.

Qualified Products List means an approved list of supplies, services, or construction items described by model or catalog numbers (or the like), which prior to competitive solicitation, the requesting City department has determined will meet the applicable specification requirements.

Quote means a statement provided by a vendor or supplier that outlines the price and terms for specific goods or services.

Quote (informal) means a statement provided by a vendor or supplier that outlines the price and terms for specific goods or services when the purchase is less than the required threshold for competitive bidding.

Receiving Document means a document provided by the supplier/vendor listing the items shipped and their quantity, often referred to as a packing slip.

Reciprocal Law (in bid evaluation) means if a nonresident bidder's home state grants a preference to its resident bidders, an equal penalty is added to the nonresident bidder's proposal when bidding in Texas. The action is opposite; a preference becomes a penalty, but the amount is equal. Texas law prohibits cities from awarding contracts to a non-resident firm unless the amount of such a bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state.

Request for Information ("RFI") means an information gathering tool used when a purchaser cannot clearly identify product requirements or specifications.

Request for Proposals ("RFP") means a solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal. An RFP requires published evaluation criteria. Price may be negotiated with firms to ensure the best value for the organization.

Request for Qualifications (“RFQ”) means a solicitation requesting a statement of qualifications from individuals or firms which demonstrates competence and qualifications for the type of professional services to be performed at fair and reasonable prices.

Request for Quotes (“RFQ”) means an informal process for requesting quotes from vendors or suppliers for goods and services when the purchase threshold does not require a competitive bidding process.

Requisition means a written request for a purchase order to be made.

Respondent means a person or entity which submits a response to a solicitation.

Responsible – See Bidder, Responsible or Offeror, Responsible.

Responsive – See Bidder, Responsive or Offeror, Responsive.

Retainage means the part of a public works contract payment withheld by the City to secure performance of the contract.

Reverse Auction means a real-time bidding procedure that is conducted at a pre-scheduled time and Internet location in which multiple suppliers, anonymous to each other, submit bids for designated goods and services ([GC 2155.062\(d\)](#); [LGC 252.021\(a\)\(2\)](#); [LGC 271.906](#)).

Scope of Work (“SOW”) means a written description of the contractual requirements for materials or services contained within an RFP. The SOW can be compared to specifications within an Invitation for Bid. The SOW should establish a clear understanding of what is needed, encourage competition, satisfy the departmental need, and provide the best value for the citizens.

Sealed means packaged in such a way that nothing can be added or removed.

Separate Purchase means separating purchases that normally would be made in a single purchase.

Sequential Purchase means making purchases over a period of time that normally would be made in a single purchase.

Service means intangible products such as banking, cleaning, consultancy, education, insurance, expertise, or transportation.

Sole Source means a good or service available from only one source. The procurement is usually protected by patents, copyrights, secret processes, natural monopolies, or captive replacement parts.

Solicitation means the process of notifying prospective vendors of an opportunity to provide goods or services to the City. Depending on circumstances, solicitations may be conducted via telephone, fax, email, mail, or in person.

Specification means any description of the physical, functional, or performance characteristics, or the nature of a supply, service, or construction item. A specification includes, as appropriate, a requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Specification, Brand Name means a list of products or services by brand name, model, and/or other identifying specifics to limit the bidding to a single preferred product. Since this type of specification discourages competition, it should not be used unless the item is the only one that will satisfy the City's requirement. This type of specification is typically used for purchasing replacement parts where only the brand name item will work.

Specification, Combination means a specification that includes elements of both design and performance. Some features of each are included to allow a vendor to use ingenuity to meet the performance needs of the City and also require certain necessary design characteristics.

Specification, Design means a specification that gives a detailed description of a good or service, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, plus all other details needed by the provided to produce an item of minimum acceptability. Design specifications are usually required for construction projects, custom-produced items, and for many services.

Specification, Performance means specifications that are used when the goods and/or services are described in terms of required performance. They may include such details as required power, strength of material, test methods and standards of acceptability, and recommended practices.

Statement of Work means the statement outlining the specific services a contracted is expected to perform, generally indicating the type, level, and quality of service, as well as the time schedule required.

Supplier/Vendor means a seller of commodities and/or services.

Procurement Manual

ARTICLE 3: Organization, Authorization, and Responsibilities

3.1 General Expenditure Approval Authority

City contracts, transactions, and expenditures require various levels of approval, dependent upon the total amount of a single transaction/expenditure and a cumulative purchase of goods or services from a particular vendor or in relation to a project.

The general contract/expenditure approval authorities are as follows:

Position	Expenditure Authority Single Transaction	Cumulative Transactions	Contract Authority
Department Director	May approve single transactions <u>expenditure</u> of up to \$105,000 without additional approvals	May approve cumulative transactions of up to \$5,000 with one vendor without additional approvals	No authority to execute contracts/agreements without necessary approvals (See 3.7)
Finance Director	May approve single transactions <u>expenditure</u> of up to \$2540,000 without additional approvals	May approve cumulative transactions of up to \$10,000 with one vendor without additional approvals	No authority to execute contracts/agreements without necessary approvals (See 3.7)
City Manager	May approve single transactions <u>expenditure</u> of up to \$10050,000 without additional approvals	May approve cumulative transactions of up to \$50,000 with one vendor without additional approvals	May approve contracts/agreements for service if the total not-to-exceed amount is less than \$50100,000
City Council	Approval required for any single transaction <u>expenditure</u> of \$100,50,000 or greater	Approval required for cumulative transactions with one vendor of \$50,000 or greater	Approval required for contracts/agreements if total not-to-exceed amount is \$10050,000 or greater

Regardless of the expenditure approval authority, all purchases must follow the appropriate procurement procedures. For example, while a Department Director can approve a single transaction of up to ~~\$105,000~~, it is required that such expenditure meet any required approvals or procedures required by this Policy or state or federal law prior to such approval.

3.2 Authority of Finance Director

In accordance with the City Charter, and by adoption of this Policy, the City Council delegates procurement authority to the Finance Director and the City Manager, or their respective designees. Except as otherwise precluded by state and local law or this Policy, the Finance Director shall serve as the procurement and contracting authority of the City. The Finance Director shall have full authority to:

- Adopt operational procedures, consistent with this Policy, governing the procurement and management of all goods, services, professional services and public works, including any action that may be delegated by City Council under GC Chapter 2269;
 - Procure or supervise the procurement of all goods, services, professional services and public works utilizing any procurement method or procedure as authorized by law;
 - Determine which method of procurement provides the best value to the City;
 - Utilize any procurement procedure or method for the construction or installation of any public work that is authorized by law;
 - Establish guidelines for the management of all inventories of materials belonging to the City;
 - Manage the disposal of materials belonging to the City, including the sale, trade or other method of disposal of surplus materials belonging to the City;
 - Prepare, issue, revise, maintain, and monitor the use of specifications and scopes of work for goods, services, professional services and public works required by the City; and
 - Delegate procurement authority to designees ~~only or to any department or official of the City as appropriate and necessary.~~
- ~~The Finance Director may d~~Make a determination~~termine in writing~~ that noncompliance with any provision of this Policy is non-substantial and may allow for correction or may waive minor informalities or irregularities. The basis for the decision shall be included in the determination.

3.3 Authority of City Manager

Except as otherwise precluded by state and local law or this Policy, the City Manager shall have the authority to approve or execute:

- Purchases, contracts, and agreements in an amount not to exceed \$~~10050~~,000, provided funds are budgeted therefore.
- Applications for Title and Tax Exemption Certificates.
- Cooperative purchasing agreements in an amount not to exceed \$~~10050~~,000.
- Change orders which involve a decrease or increase of up to 25% or \$50,000, whichever is less, provided the total contract expenditure remains within the budgeted amount.
- Emergency purchases as outlined in this Policy, provided that the expenditures are reported to the City Council in writing within 30 days.

The City Manager is not authorized to approve or execute the following *without Council action*:

- A contract or other legal instrument for the purchase of real property, with the exception of the purchase of easements or right-of-way under \$50,000; any condemnation proceeding must be authorized by resolution of the City Council.
- The City's grant of or other action relating to any license or franchise, or other authorization pursuant to its regulatory powers.
- Any contract, contract amendment, or other legal instrument for which approval authority is separately delegated by the City Charter or another section of this Policy.
- Purchases, contracts, and agreements over \$~~10050~~,000.

The City Manager may make administrative directives to complement this Policy to facilitate efficient operations and ensure compliance with state law, audits, and best practices. Any administrative directives that are in place for more than 90 days shall be brought forward as an amendment to this Policy.

3.4 Execution of Documents

The Mayor shall, when authorized by the Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall retain the authority to execute such documents, however, by this Policy, the City Council grants the City Manager authority to execute any purchases, contracts, and agreements in an amount not to exceed \$50,000, provided funds are budgeted therefore. The Council may also authorize the City Manager to execute purchases, contracts, and agreements in amounts of \$50,000 or greater by formal action ([City of Tomball Charter, Section 6.08](#)).

3.5 Responsibilities of City of Tomball Departments

All City of Tomball departments and employees engaged in the procurement of goods and services must adhere to this Policy and the procedures as outlined and adopted by the City Council. Additional responsibilities of departments are as follows:

- Each department should plan in advance to avoid rush orders and emergency requests.
- Upon approval of the department director, or designee, departments may purchase goods and services of less than \$3,000 directly from a vendor by methods described herein.
- Each department must submit purchase order requisitions as appropriate.
- Departments shall not place orders that exceed \$3,000 without an approved purchase order.
 - Departments do not have the authority to order directly from a vendor without an approved purchase order, nor to negotiate any purchases without the required approvals.
- Department directors may not approve purchases in excess of \$~~100~~5,000.
- Departments are required to notify the Finance Department of any repetitive cumulative purchases that reach any designated quote or bid threshold.
- Departments are required to allow sufficient lead time for all quoted and solicited actions.
- Anticipated purchases of goods or services over \$~~10050~~,000 shall be brought to the attention of the Finance Director as soon as the need is identified.

- Department directors may request to delegate expenditure approval authority to another employee. This delegation can only be made in very limited circumstances, such as a prolonged absence of the department director. Requests to delegate approval authority must be made in writing to the Finance Director. The Finance Director may consider the request and approve or deny the request based on the circumstances described.
- Each department director shall assume the responsibility of maintaining control of their departmental expenditures, including expenditures on annual contract.
- Departments are encouraged to monitor vendor performance. In the event that a vendor fails to perform in compliance with specifications, departments should notify the Finance Department as soon as possible.
- Departments are responsible for working with the City Attorney to develop service contracts, if applicable. Departments are responsible for obtaining all required contract signatures, and for monitoring their contracts to ensure contracts are renewed or bid prior to expiration dates.
- Pursuant to [GC Chapter 2270](#), departments are responsible for verification on the Texas Comptroller of Public Accounts' website that the vendor:
 - Does not boycott Israel, as defined by [GC 808.001](#); and
 - Will not boycott Israel during the term of the contract.
 - This requirement does not apply to sole proprietorships, companies with fewer than ten employees, or contracts that are less than \$100,000-~~00~~.
- Pursuant to [GC 2252, Subchapter F](#), departments are responsible for verification that the vendor is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

3.6 Responsibilities of the Finance Department

In order to facilitate the efficient procurement of goods and services, the Finance Department will:

- Enforce the policy and procedures outlined in this Policy or as directed by the City Manager or designee;
- Investigate and analyze research done in the field of purchasing, in an effort to keep abreast of current developments in the fields of purchasing, price, market conditions, and new products;
- Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
- Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written in an exclusive manner;
- Advertise competitive solicitations to ensure compliance with competitive bidding statutes;
- Combine purchases of similar items whenever possible to allow for better pricing and establish a more competitive atmosphere; and
- Conduct purchasing training for employees who process purchase order requisitions, conduct receiving, approve purchase orders, and/or develop specifications. Additionally, individual training by the Finance Department is available at the request of departments.

3.7 Authority to Financially Bind the City

Unless delegated by the City Council and authorized by the City Manager, no City of Tomball employee is authorized to contractually bind the City. Binding the City may include, but not be limited to, verbal orders for goods and services, signing contractual documents, placing online orders, making verbal or written commitments of any type that financially commit the City. Unauthorized staff who attempt to bind the City of Tomball financially, or violate this Policy, may be subjected to disciplinary action.

Procurement Policy

ARTICLE 4: PROCESSES AND INTERNAL CONTROLS

4.1 The Purchasing Process (In General)

The following sections outline process and internal controls related to the procurement of goods and services. Specifically, this article includes areas, such as the purchase of vehicles and equipment and technology purchases, where additional approvals may be necessary. An important part of the procurement process is the management of internal controls to ensure purchases are made in accordance with Policy, funds are fully accounted for, and timely payments are made to suppliers. The purchase order process provides the mechanism through which the City can manage the procurement process and ensure purchases are in compliance with this Policy and applicable law.

4.2 Additional Approvals for Purchases of Vehicles and Equipment

All equipment and vehicle purchases must be processed through the Finance Department. Specifications must be forwarded to the Finance Director, or designee, who will be responsible for soliciting bids and authorizing the purchase of vehicles and equipment as approved by either the City Manager or City Council. Approval of the department director is required and approval by the City Council is required if the purchase exceeds \$~~10050~~,000.

The process for the purchase of equipment and vehicles is outlined in (**Exhibit H**).

4.3 Additional Approvals for Technology Purchases

The purchase of all technology items, including hardware and software, requires the advance approval of the Information Technology Department. Technology items include:

- A service related to the automation of a technical system, including computer software or a computer;
- A telecommunications apparatus or device that serves as a component of a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network; and
- Technical services related to such goods and equipment.

4.4 Prepayments and Advance Payments

Generally, prepayment or advance payments are not authorized for any purchases of supplies, materials, equipment, or services, unless specifically approved in writing by the Finance Director (\$3,000 or below) or City Manager (\$3,001 to \$~~10050~~,000). Exceptions to this include: training and travel expenses per the City of Tomball Travel Policy.

4.5 Reimbursement of City Officials and Employees

Upon approval received from the Finance Director, prior to purchase, reimbursements may be processed for certain goods or services, ONLY in instances where sufficient time may not allow approval through the purchase order process. Instances where prior approval were not authorized, may be cause for non-payment of the request.

All reimbursements are processed following the Request for Reimbursement Form (**Exhibit B**), and must include support showing that the Finance Director approved the expenditure prior to purchase.

The Finance Department will review submitted Request for Reimbursement forms and either acknowledge that the request may move forward in processing; or, if discrepancies are found, advise that the form be returned to the requesting division to correct or process through the purchase order process.

This section does not apply to reimbursements of travel expenses per the City of Tomball Travel Policy.

4.6 Check Requests (PA-7s)

For any purchase that requires payment via a check request/PA-7 form, the purchasing department is required to provide all associated documentation and invoices required by this Policy. This includes documentation that the department followed all procedures required based on the expenditure amount and the expenditure has been approved at the appropriate level.

4.76 Purchase Orders and Requisitions

Purchase orders (PO's) are required for all purchases in excess of \$3,000, unless otherwise exempt as indicated below or an exception to the Policy is granted. Purchase order requisitions must be approved prior to making a purchase. Purchase order requisitions may be submitted for purchases under \$3,000, but are not required. Departments may use a P-card or check request for purchases under \$3,000 so long as the purchase complies with this Policy, the Procurement Card Policy, and other applicable policies or regulations.

Purchase Orders are NOT required for all purchases. Items that do not require a purchase order and may be paid with a P-Card or check request are:

- Catered event fees;
- Election fees;
- Membership or professional association dues and fees;
- Payroll and benefit payments;
- Periodicals;
- Postage;
- Registration fees;

- Regulatory fees;
- Subscriptions;
- Certain training related fees;
- Travel expenses;
- Tuition;
- Utilities; and
- Other fees as approved in advance in writing by the Finance Director.

The procedure for purchase order requisitions is included in **(Exhibit C)**.

In limited circumstances, a department may request an exception to the purchase order requirement. An exception may be granted only under the following conditions:

- The purchase was necessary to respond to an urgent operational need or emergency situation where the delay in obtaining a purchase order would have resulted in a disruption to critical city services, a threat to public safety, or potential damage to city property.
- The vendor could not reasonably accommodate the City's standard purchasing procedures due to industry-specific practices (e.g., online-only or credit card transactions).
- The purchase was part of a travel or training expense that could not be prepaid or invoiced.
- The goods or services were obtained through a cooperative contract, standing agreement, or interlocal agreement and did not permit a standard purchase order process.

If a department desires an exception to the purchase order requirement, the department shall submit a written **Exception Request** to the Finance Department within two (2) business days of the purchase, including:

- A detailed explanation of the justification for the exception
- Supporting documentation (invoices, receipts, quotes, contracts, etc.)
- The name of the vendor and the amount of the purchase

The Finance Director (or designee) shall review the request and determine whether the exception is approved. Repeated or unjustified exceptions may result in additional departmental oversight or training requirements. Departments are expected to plan purchases in advance to avoid unnecessary exceptions. Exceptions will be tracked and reported periodically to the City Manager's Office for monitoring and accountability.

4.87 Procedures for Processing Payments

The Finance Department shall be responsible for the processing of all payments for the City of Tomball. Invoices received by noon on Tuesday will have payments processed by Friday the same week if all required information has been provided. The City will maintain as its goal to make payment on or before the due date. Checks shall be signed with dual signatures ~~by the City~~

~~Manager and City Secretary. In situations that the City Manager is absent, the Mayor or Pro Term can sign in lieu of, as outlined by the City's Charter.~~

4.98 Verification of Compliance

The Finance Department will verify that the New Vendor Form, W-9 and ACH Payment Authorization, if applicable, is complete and accurate before any payments are processed. If additional information is needed, the Finance Department will contact the individual originating the purchase.

4.109 Funds Verification

The Finance Director or his/her designee shall:

- Charge all purchase orders, requisitions, contracts, and salary and labor allowances to the appropriate account; and
- Certify the budget contains an ample provision for the obligations and that funds are or will be available to pay each obligation when due.

The amount allocated in the budget may not be used for any other purpose unless an unexpended balance remains in the account after full discharge of the obligation or unless the obligation is canceled in writing by the City Council.

Procurement Policy

ARTICLE 5: VENDOR SETUP

5.1 New Vendors

The New Vendor Form must be completed for each new vendor added to the City's financial management software. The Form requests important information about the vendor to ensure accurate, timely payment and reporting data. The Vendor must attach a completed W-9 with the Form. Any new vendor invoice submitted for payment that does not have a New Vendor Form will not be processed for payment. The individual originating the purchase will be contacted to obtain additional information. See **Exhibit D** for New Vendor Forms.

5.2 Insurance Certificates

Contractor shall provide a Certificate of Insurance to the City of Tomball as evidence of the required insurance coverage before work commences.

The City of Tomball will maintain the required insurance coverage until all contract work is accepted by the City. Liability Insurance shall be kept for five (5) years following the City's acceptance of work.

5.3 Tax Exemption

As a tax-exempt municipal government agency, the City of Tomball does not pay sales tax. Any government official or employee entering into a purchasing transaction is expected to notify vendors of the City's tax exempt status and provide a copy of the tax exemption certificate, should the vendor require such documentation. The City is not exempt from hotel/motel taxes and certain other travel related taxes.

Procurement Policy

ARTICLE 6: METHODS AND THRESHOLDS FOR SOURCE SELECTION (GOODS AND SERVICES)

6.1 General Information

The following sections outline the methods of source selection available to procure goods and services for the City. They also establish when each method may be used, the key requirements of each method, the manner of the award, and the authority to award. Purchase requirements shall not be divided so as to constitute a micro purchase or small purchase under this section.

6.2 Micro Purchases (Under \$3,000)

A micro purchase is a purchase of goods and services under \$3,000. A micro purchase is an informal purchase and may be solicited through an informal Request for ~~Quotation-Quotes~~ (RFQ~~t~~) process. A minimum of one ~~RFQ-quote~~ is required to process a purchase order. Whenever possible, quotes should be solicited from local service and supply providers. Informal RFQ~~ts~~ may be issued to suppliers by departments. A response to an informal RFQ~~t~~ may be an electronic or a hard copy quote. P-Cards may be used to source micro purchases and shall be done in compliance with the Tomball Procurement Card Manual. Before making a purchase, active contracts should be reviewed to verify desired products or services are available to purchase on contract.

The issuance of sequential purchases, component purchases, or separate purchases to circumvent the formal competitive process is a violation of state law and may be cause for disciplinary action. If a department makes regular, repeated small purchases of similar items from a vendor, the department should contact the Finance department to ensure purchases are compliant with this policy and State law.

6.3 Small Purchases (Between \$3,000 and ~~\$100~~50,000)

A small purchase is a purchase for goods and services between \$3,000 and ~~\$100~~50,000. A small purchase is an informal purchase and may be solicited through ~~the informal~~ Request for ~~Quotation-Quotes~~ (RFQ~~t~~) process. RFQ~~ts~~ may be issued to suppliers by the user department, or the department may work with the Finance Department to issue the RFQ~~t~~. Unlike micro purchases, small purchases require three quotes whenever practicable. The RFQ~~t~~ and quotes may be in electronic or hard copy format.

The following requirements apply to small purchases:

- The opportunity to quote should be extended to at least two (2) HUBs registered in Harris County.
 - The state maintains a database of HUBs at www.window.state.tx.us/cmbi/index.html.
 - If no HUBs are registered in Harris County, the small purchase is exempt from this requirement.

- A non-response quotation is considered a quotation for this purpose provided the HUB was given a reasonable time (three to five business days) to respond.
- Exceptions to this guideline may include sole source or emergency purchases.
- Departments are encouraged to consult with the Finance Department for assistance in locating suppliers when they are unable to obtain at least three price quotations.
- All departments should work to promote fair and open competition for every purchase and to secure the best value and the highest quality goods or services at the lowest possible cost.
- Quotations received from suppliers/vendors shall not be divulged to other bidders until after the award has been made.
- Before making a purchase, active contracts should be reviewed to verify desired products or services are not available to purchase on contract.

The issuance of sequential purchases, component purchases, or separate purchases to circumvent the formal competitive process is a violation of state law and may be cause for disciplinary action. If a department makes regular, repeated small purchases of similar items from a vendor, the department should contact the Finance department to ensure purchases are compliant with this policy and State law.

6.4 Authority and Award for Micro and Small Purchases

Award of micro and small purchases shall be made to the responsible respondent, whose offer is most advantageous to the City and conforms in all material respects to the micro and small purchase requirements. The associated documentation shall be maintained by the department as a public record.

The Finance Director must approve micro and small purchases and will be responsible for issuing a purchase order for the good or service, unless otherwise authorized in this Policy or unless authorization to purchase with a P-Card has been provided by the Finance Department through issuance of a P-Card.

6.5 Formal Sourcing Methods for Goods and Services (Over ~~\$100~~50,000)

The purchase of goods and services over ~~\$100~~50,000 shall be made through one of the following sourcing methods, unless excepted or determined by the Finance Director to use alternate method:

- Competitive -Bidding
 - Invitation for Bid (IFB). or
 - Invitation for Bid-Best Value (IFB-BV)
- Competitive Sealed Proposals
 - Request for Proposals (RFP)

Formal sourcing methods are managed by the Finance Department, with the assistance of the appropriate department(s). Exceptions to the formal sourcing models are listed in **Section 1.6** of this Policy or as authorized by [LGC 252.022](#).

6.6 Competitive Sealed Bids – Invitation for Bid; Lowest Responsible Bidder.

Application of Method

Competitive Sealed Bids shall be solicited through an IFB. The IFB shall include specifications, any applicable criteria, and the City's terms and conditions.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an IFB in order to establish a list of qualified bidders, although it is not required. If a pre-qualification process is used, the City shall only consider bids that are submitted from pre-qualified bidders.

Public Notice

All IFBs are required to advertise a notice of the date, time, and place at which bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality.

Notice of the IFB shall also be electronically posted and the IFB shall be made available for public inspection.

The first published notice shall be made before the fourteenth (14th) day before the date set for the opening of bids. If the opening date changes, notice shall be made before the fourteenth (14th) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB.

An attendance sheet will be provided at the bid opening and all attendees will be required to provide their name.

At the time of bid opening, the name of each bidder and the amount of each bid, as well as other relevant information as determined by the Finance Director to be appropriate, shall be recorded. Unless otherwise determined by the Finance Director, this record shall be open to public inspection.

In the event no attendees are present for bid opening, the sealed bids shall be opened by the Finance Department, or designee, and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recorded. The attendance sheet will indicate that there were no attendees present.

After a notice of intent to award is issued^{ds}, or in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy (See **Section 1.9**).

Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the IFB, which may include criteria to determine acceptability such as inspection, testing, safety, quality, workmanship, delivery, and suitability for a particular purpose. The IFB shall set forth the criteria to be used. No criteria may be used that is not set forth in the IFB.

Corrections or Withdrawals Before Bid Opening

Bids may be withdrawn at any time prior to the bid opening. Bids may be modified at any time prior to the due date and time, and mistakes discovered before bid opening may be modified by written notice received by the Finance Department prior to the time set for bid opening.

Mistakes and Withdrawals After Bid Opening & Cancellation of Awards

A bid that has been opened may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after bid opening but before bid award may be withdrawn only to the extent that the bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdrawal does not result in prejudice to the City except for the loss of the bargain. After bid opening but before bid award, modifications to bid provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all bids.

6.7 Competitive Sealed Bids – Invitation for Bid-Best Value

Application of Method

As an alternative to the IFB defined in Section 6.6, an IFB-BV may be solicited based upon a best value analysis provided that the criteria for analysis was included in the IFB-BV. In determining the best value for the City, the City may consider the following evaluation criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with HUBs and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

All other conditions of the IFB process outlined in Section 6.6 shall apply for the IFB-BV.

6.8 Award and Approvals for IFB and IFB-BV Procurements

This section outlines the process for the award and approval of IFB and IFB-BV procurements.

Award of Invitation for Bid

Award of an IFB shall be made by appropriate notice to the lowest responsive, responsible bidder whose bid conforms in all material respects to requirements and criteria set forth in the IFB.

Award for Invitation for Bid-Best Value

Award of the IFB-BV may be awarded on best value analysis provided that the criteria for analysis was included in the IFB-BV. The contract shall be awarded by appropriate written notice to the responsive, responsible bidder whose bid is determined to be the best value to the City and that conforms in all material respects to requirements and criteria set forth in the IFB-BV.

Low Tie Bids

If there are two (2) or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria and that meet all the requirements and criteria set forth in the invitation for bids, award must be made to a resident of the City, otherwise shall be made by the casting of lots.

Award Approvals

Awards of IFBs and IFB-BVs shall be routed to the City Manager, or designee, for review. The award of all IFBs and IFB-BVs of \$~~100~~50,000 or more shall be approved by City Council.

6.9 Competitive Sealed Proposals – Request for Proposals

Application of Method

Competitive sealed proposals shall be solicited through an RFP. The RFP shall include a scope of work, applicable evaluation criteria, terms and conditions.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an RFP in order to establish a list of qualified offerors. In the event a pre-qualification process is used, the City shall only consider proposals that are submitted from pre-qualified offerors.

Public Notice

Notice of RFP shall set forth the date, time, and place upon which the proposals will be due. Legal notice must be published at least once a week for two (2) consecutive weeks in a newspaper published in the municipality.

Notice shall be electronically posted and the RFP shall be available for public inspection.

The first published notice shall be made before the fourteenth (14th) day before the date set for the opening of bids. If the opening date changes, notice shall be made before the fourteenth (14th) days before the new opening date.

Receipt of Proposals

Unless otherwise required by law or the RFP, proposals shall not be opened or handled in a manner as to permit disclosure of the contents of any proposal to competing offerors. Proposals shall be open for public inspection after the contract is awarded, except to the extent that the withholding of information is permitted or required by law such as trade secrets and confidential information. If the offeror designates a portion of its proposal as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

Correction or Withdrawal of Proposals Before Proposal Opening

Proposals may be withdrawn at any time prior to the proposal opening. Proposals may be modified at any time prior to the due date and time, and mistakes discovered before proposal opening may be modified by written notice received by the Finance Department prior to the time set for proposal opening.

Revisions, Mistakes and Withdrawals After Proposal Opening & Cancellation of Awards

The City may permit revisions to proposals after submission and before the award of the contract to obtain the best final offers. A proposal that has been opened may not be modified by the offeror for the purpose of correcting an error in the price. Mistakes discovered after proposal opening but before award may be withdrawn only to the extent that the offeror can show that the mistake is of so great a consequence that to enforce the proposal as made would be unconscionable, the mistake relates to a material feature of the proposal, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After proposal opening but before award, modifications to proposal provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to an offeror.

All decisions to permit the withdrawal of a proposal after opening shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all proposals.

Evaluation Criteria

The RFP shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. No other factors or criteria may be used in the evaluation. City Council designates authority to the Finance Department to select evaluation criteria in accordance with GC 2269 Subchapter D or LGC 252.

Evaluation Committee

A committee may be formed to evaluate each proposal using the criteria as defined within the RFP. The use of a committee is recommended for complex, large expenditures, or when multiple proposals are received. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the ~~using purchasing~~ department and/or Finance on the basis of their knowledge of the particular project being developed and/or of their

knowledge of the particular field involved. Finance participates, as a non-voting member, to provide oversight, guidance, and assistance as needed.

Finance may remove evaluation team members if a conflict of interest arises. Conflict of Interest disclosure statement (**Exhibit I**) must be documented and detail of such conflict should be provided to the Department Head of the ~~using purchasing~~ department, the Assistant City Manager, and the City Manager.

Discussion with Offerors

Discussions, or negotiations, may be conducted with offerors in accordance with the terms of the RFPs and this Policy, which constitutes regulations adopted by the City Council under GC 2269 and LGC 252.042(b). Offerors shall be accorded fair and equal treatment in conducting discussions and revision of proposals, and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Negotiations may occur as follows:

- Concurrent Negotiations
 - Negotiations may be conducted concurrently with offerors for the purpose of determining source selection and/or contract award.
- Exclusive Negotiations
 - Exclusive negotiations may be conducted with the offeror whose proposal is determined in the source selection process to be most advantageous to the City considering the relative importance of price and other evaluation factors included in the RFP. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the City may enter into exclusive negotiations with the next highest ranked offeror or concurrent negotiations without the need to repeat the formal solicitation process.

6.10 Award and Approvals for Requests for Proposals

Contract Award

Contract award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria set forth in the RFP. The contract file shall contain the basis in writing on which the award determination is made.

Award Approvals

Awards of RFPs shall be routed to the City Manager, or designee, for review. The award of all RFPs of \$~~10050~~,000 or more shall be approved by City Council.

6.11 Sole Source Procurement

Application of Method

A sole source procurement is the acquisition of a good, service, professional service or public work in which there is only one source.

The department requesting a sole source procurement shall provide written evidence to support a sole source determination. A sole source written justification form (**Exhibit E**), signed by the department director and the Finance Director, is required, explaining and fully describing the conditions which make the supplier the only source for a given commodity or service. Written documentation may include documentation from the manufacturer of the product or service provider on company letterhead as evidence to the sole source nature of the product or service.

Sole source procurements may include, but are not limited to:

- patents, copyrights, secret processes, or natural monopolies;
- films, manuscripts, or books;
- gas, water, and other utility services;
- captive replacement parts or components for equipment;
- books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- management services provided by a nonprofit organization to a municipal museum, park, zoo, other facility to which the organization has provided significant financial or other benefits;

Negotiation and Award

The Finance Director may require that negotiations are conducted as to price, delivery and terms. The Finance Director may require the submission of cost or pricing data in connection with an award under this Section.

Sole source procurement shall be avoided, except when no available alternative sources exist. The sole source justification form shall be maintained as a public record.

Sole source procurements require the approval of the City Council for purchases over \$~~100~~50,000.

6.12 Emergency Purchases

Application of Method

Notwithstanding any other provisions of this Policy, the City Manager, Assistant City Manager, or Finance Director may make or authorize others to make emergency procurements of goods, services, professional services or public works when a public calamity requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality, or to protect public health, welfare, or safety, or necessary because of unforeseen damage to public machinery or property.

The department requesting an emergency procurement shall provide written evidence and justification to support an emergency determination by completing the Emergency Purchase

Justification Form (**Exhibit F**). An emergency procurement shall be limited to those goods, services, professional services or public works necessary to satisfy the emergency need.

Negotiation and Award

The Finance Director may require that negotiations are conducted as to price, delivery, and terms. The Finance Director may require the submission of cost or pricing data in connection with an award under this Section.

Emergency procurements shall be avoided, except when no reasonable alternative approach exist. A written determination by the department director of the basis for the emergency procurement and for the selection of the particular contractor and signed by the Finance Director and City Manager or Assistant City Manager, shall be maintained as a public record. The determination and the award shall be made in accordance with internal departmental procedures ensuring that the procurement is fair, honest, and prudent, is a wise exercise of discretion, and is in the public interest.

All emergency purchases over \$~~10050~~,000 shall be reported in writing to the City Council at the next regular meeting following the emergency purchase.

6.13 Competitive Reverse Auction – Invitation to Reverse Auction

Application of Method

A Reverse Auction is solicited with an Invitation to Reverse Auction (“ITRA”). The ITRA shall be issued and shall include specifications and any applicable evaluation criteria. Contractual terms and conditions may be included within the solicitation document or incorporated by reference.

Pre-Qualification

A prequalification process may be conducted prior to the issuance of an ITRA in order to establish a list of qualified bidders. In the event a prequalification process is used, the City shall only consider bids that are submitted from prequalified bidders.

Public Notice

Notice of the ITRA shall be electronically posted and the ITRA shall be available for public inspection not less than fourteen (14) days prior to the date set forth therein for the close of the auction. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Procurement Director. The public notice shall state the location of the internet website hosting the reverse auction.

Bid Acceptance

Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy.

Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the ITRA, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and

suitability for a particular purpose. The ITRA shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the ITRA.

Correction or Withdrawal of Bids Before Auction Closing

Bids may be withdrawn at any time prior to the auction closing. Bids may be modified at any time prior to the auction closing, and mistakes discovered before auction closing may be modified by written notice received in the Finance Department prior to the time set for auction closing.

Mistakes and Withdrawals After Auction Closing & Cancellation of Awards

After auction closing, a bid may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after auction closing may be withdrawn only to the extent that the bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After auction closing but before bid award, modifications to bid provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director.

Contract Award

The contract shall be awarded by appropriate notice to the lowest responsible bidder whose bid conforms in all material respects to requirements and criteria set forth in the ITRA.

6.14 Cancellation of Solicitations

General

An IFB, IFB-BV, RFP, RFQ, ITRA or other solicitation process defined in this Policy may be cancelled prior to opening or after opening when it is in the best interest of the City.

Cancellation of Solicitations Prior to Opening

As used in this Section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications, or receipt of proposals in competitive sealed proposals, or in the case of a reverse auction, means the date and time set for the auction close.

Prior to opening, a solicitation may be cancelled in whole or in part when the Finance Director determines that such action is in the City's best interest for reasons including but not limited to:

- The City no longer requires the materials, services, or construction;
- The City no longer can reasonably expect to fund the procurement;
- Proposed amendments to the solicitation would be of such magnitude that a new solicitation is in the best interest of the City; or
- It is otherwise not advantageous to the City.

When a solicitation is cancelled prior to opening, notice of cancellation shall:

- Identify the solicitation;
- Briefly explain the reason for cancellation; and
- Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services, or construction.

Cancellation of Solicitation After Opening but Prior to Award

After opening but prior to award, a solicitation must be formally rejected by City Council if the lowest bid or proposal was more than \$~~10050~~,000.

Documentation

The reasons for cancellation shall be made a part of the procurement file and shall be available for public inspection.

6.15 Rejection of Individual Bids, Proposals, Statements of Qualifications or Reverse Auction

A bid may be rejected if:

- The bidder is determined to be not be a responsible bidder pursuant to this Policy;
- The bid is cancelled after opening;
- The bidder is not responsive in accordance with this Policy;
- The proposed price exceeds available funds or is unreasonable; or
- It is otherwise not advantageous to the City.

A proposal, statement of qualifications, or reverse auction bid may be rejected if:

- The person responding to the solicitation is determined to not be responsible pursuant to this Policy (responsibility of bidders, offerors and respondents);
- The proposal, statement of qualifications, or reverse auction bid is cancelled;
- It is not responsive pursuant to this Policy;
- The proposed price exceeds available funds or is unreasonable; or
- It is otherwise not advantageous to the City.

City Council must approve any rejections of bids, proposals or statements of qualifications if the lowest bid or proposal was over \$~~10050~~,000. The reasons for rejection shall be made a part of the procurement file and shall be available for public inspection.

6.16 Responsibility of Bidders, Offerors, and Respondents

Right of Non-Disclosure

Confidential information furnished by a bidder, offeror, or respondent in response to an inquiry of responsibility pursuant to this Policy shall not be disclosed by the City outside of the department, using agency, or individuals involved in the evaluation process without prior written consent by the bidder, offeror, or respondent unless required to be disclosed in accordance with GC 552.

Confidential information shall be identified and managed in accordance with this Policy. See also LGC 252.049.

Field Code Changed

Findings of Non-Responsibility

If a bidder, offeror, or respondent who otherwise would have been awarded a contract is found not responsible, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Finance Director. The unreasonable failure of a bidder, offeror, or respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility with respect to such bidder or offeror. The written finding shall be made part of the contract file and be made a public record.

Right of Non-Disclosure

~~Confidential information furnished by a bidder, offeror, or respondent in response to an inquiry of responsibility pursuant to this Policy shall not be disclosed by the City outside of the department, using agency, or individuals involved in the evaluation process without prior written consent by the bidder, offeror, or respondent unless required to be disclosed in accordance with GC 552. Confidential information shall be identified and managed in accordance with this Policy. See also LGC 252.049.~~

Field Code Changed

Factors for Determination of Responsibility

Factors to be considered in determining if a prospective contractor is responsible include:

- The proposed contractor's financial, physical, personnel or other resources, including subcontracts;
- The proposed contractor's record of performance and integrity;
- Whether the proposed contractor is qualified legally to contract with the City;
- Whether the proposed contractor supplied all necessary information concerning its responsibility; and
- Safety record of the contractor.

Safety Record Evaluation

Pursuant to [LGC 252.0435](#), the City Council adopts the following criteria for determining the safety record of a bidder to determine whether a bidder is responsible. The City may consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the residents of the City, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider:

- Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.
- Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years.
 - Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation

Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of Health (TDH), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States.

- Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.
- Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and the ability of the bidder to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the residents of the City, and such determination should not be arbitrary or capricious.

Responsibility Criteria

The Finance Director may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation

6.17 Bid and Contract Security for Material or Service Contracts

The Finance Director may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Finance Director shall consider the nature of the performance and the need for future protection to the City. The requirement for security must be included in the solicitation. Failure to submit security in the amount and type of security required may result in the rejection of the bid or proposal. See also [GC 2253](#) (payment and performance bonds).

6.18 Multi-Term Contracts

Unless otherwise provided by law, a contract for goods, services, professional services or public works may be entered into for any period of time deemed to be in the best interest of the City, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies

6.19 Right to Inspect and Right to Audit Records

The City may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or subconsultant that is related to the performance of any contract awarded or to be awarded by the City. The City may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data as provided in this Policy to the extent that the books and records relate to the cost or pricing data. Any person who is awarded a contract, change order or contract modification for which cost, or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three (3) years from the date of final payment under the contract, unless otherwise specified in the contract. The City is entitled to audit the books and records of a contractor, consultant or any subcontractor or subconsultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contractor or consultant, and by the subcontractor or subconsultant for a period of three (3) years from the date of final payment under the subcontract, unless otherwise specified in the contract. All contractors, consultants, subcontractors, and subconsultants participating in City contracts are required to cooperate fully and promptly with the City in reviews, investigations and other requests for information that are related to the performance of any contract awarded or to be awarded by the City.

6.20 Reporting of Anticompetitive Practices

If for any reason collusion or other anticompetitive practices are suspected among any bidders, offerors, or respondents, a notice of the relevant facts shall be transmitted to the Finance Director and the City Attorney. This Section does not require a law enforcement agency conducting an investigation into such practices to convey such notice to the Finance Director.

6.21 Prospective Vendor Database

The Finance Department shall maintain a prospective vendor database. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a City contract. Persons desiring to be included in the prospective vendor database may register with the City electronically. The City may remove a person from the prospective vendor database if it is determined that inclusion is not advantageous to the City. It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

6.22 Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added GC Section 2252.908. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract

to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Potential bidders and offerors interested in doing business with the City must submit a disclosure of interested parties to the City prior to receiving a contract award by the City Council. The business entity must complete the Form 1295 by the Texas Ethics Commission (www.ethics.state.tx.us) and file the form with the City and online. The City must notify the Texas Ethics Commission not later than the thirtieth (30th) day after the date the contract binds all parties to the contract.

The Texas Ethics Commission has made available FAQs regarding Form 1295 on its website at www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php#Q1.

6.23 Electronic Signature and Receipt of Bid and Proposals Policy

The City may elect to utilize e-signatures for certain contracts or transactions, when allowed by law. The use of electronic signatures, in accordance with the policy, are legally binding and equivalent to handwritten signatures. The City may accept electronic bids and proposals for formal solicitations. The City has adopted a policy to ensure the identification, security, and confidentiality of electronic bids and proposals, and to ensure that all electronic bids or proposals remain effectively unopened until the proper time. This policy does not prohibit the submission of hard copy (paper) bids and proposals.

6.24 Contract Form and Execution

All contracts entered into under this Policy shall be executed in the name of the City by the City Council and/or City Manager and approved as to form by the City Attorney. Where delegated authority has been provided, contracts may also be entered into by the Finance Director.

6.25 Assignment of Rights and Duties

The rights and duties of a City contract are not transferable or otherwise assignable without the written consent of the City Council and/or City Manager.

6.26 Contractor Debriefing

Upon completion of a formal solicitation process, the Finance Department may, upon request, meet with unsuccessful parties in the solicitation process to permit viewing of the contract file and to permit an opportunity for unsuccessful parties to gain a better understanding regarding perceived deficiencies contained within their submitted proposal. The City shall not provide any information considered confidential or additional information on the process beyond information recorded in the contract file.

Procurement Policy

ARTICLE 7: SPECIFICATIONS

7.1 Maximum Practical Competition

All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs and shall not be unduly restrictive. To the extent practicable and unless otherwise permitted by this Policy, all specifications shall describe the City's requirements in a manner that does not unnecessarily exclude a good, service, professional service or public work.

Restrictive specifications shall not be used unless such specifications are required and it is not practicable or advantageous to use a less restrictive specification. The department requesting a restrictive specification shall provide written evidence to support the restrictive specification. Past success with the good or performance of the service, or inconvenience of developing specifications do not justify the use of restrictive specifications.

To the extent practicable, the City shall use accepted commercial specifications and shall procure standard commercial materials.

7.2 Specifications Prepared by Non-City Personnel

The requirements of this Policy regarding the purposes and non-restrictiveness of specifications shall apply to all specifications prepared other than by City personnel, including, but not limited to, those prepared by architects, engineers, designers, and consultants for public contracts, or subcontractors. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

7.3 Brand Name or Equal Specification

A brand name or equal specification may be used to describe the standards of quality, performance, and other salient characteristics needed to meet the requirements of a solicitation, and which invites offers for equivalent products from a manufacturer.

Standardization

A specification may be used to identify the acceptable item that meets the City's needs for purchases in this Policy. The department requesting standardized specification shall provide written evidence to support the standardization determination. A written determination by the Finance Director of the basis for the standardization shall be maintained as public record. Past success with a good or performance, traditional purchasing practices, or inconvenience of drawing specifications do not justify the use of a standardization specification.

Procurement Policy

ARTICLE 8: PROCUREMENT OF PROFESSIONAL SERVICES

8.1 General Overview and Applicability

Providers of professional services are selected and awarded based upon demonstrated competence and qualifications. A contract is awarded on the basis of a fair and reasonable price. Professional fees under the contract should generally be consistent with the recommended practices and fees published by the applicable professional association. Fees may not exceed any maximum provided by law. The determination of an acceptable negotiated fee amount may be made with the assistance of a qualified staff professional that is experienced in these matters.

8.2 Informal Sourcing Method – Informal Request for Qualifications for Professional Services (Excluding Those Professional Services Subject to GC 2254)

Application of Method

After consideration of the various anticipated costs, complexity and other relevant issues affecting a project, the department may solicit proposal(s) from qualified professional(s) or professional firms for professional services. This selection may be done through an informal RFQ.

Professional services which are deemed complex or involve complex issues are encouraged to be sourced through a formal RFQ as described in Section 8.3.

Evaluation of Qualifications

The department may utilize an evaluation committee or may use a qualified individual to evaluate statements of qualifications submitted in response to the informal RFQ. The individual or committee will select the most qualified individual or firm capable of performing the service on the basis of demonstrated competence and qualifications. The department may then enter into negotiations with the selected individual or firm to establish fair and reasonable rates for the professional service.

8.3 Formal Sourcing Method – Request for Qualifications for Professional Services

Application of Method

Professional services deemed to be more complex may be solicited through a two-step Request for Qualification (RFQ) process.

Departments are encouraged to seek qualifications for professional services contracts at least every five (5) years to help ensure diversity in the selection of professional services by the City. These contracts shall be for a set time period (a set number of years or annual renewals up to a set number of years) with a maximum not-to-exceed amount.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an agreement in order to establish a list of qualified professionals. In the event a pre-qualification process is used, the Finance Director may consider qualifications of professionals that are prequalified for specific projects.

Two-Step Request for Qualifications Process

The City ~~shall~~ may follow a two-step RFQ process for awarding Professional Services. The first step involves issuing an RFQ for the professional service. The RFQ shall contain sufficient information to inform potential professional service providers as to the type of project, the scope of services to be performed, the selection criteria to be used and terms and conditions of the subsequent contract. A statement of qualifications shall be submitted in response to the RFQ. The statement of qualifications shall include all information requested in the RFQ and sufficient for the City to determine qualifications of the individual or firm.

Upon evaluating the statement of qualifications, a decision shall be made as to the most highly qualified respondent based upon the published evaluation criteria. The second step of the RFQ process will involve conducting discussions with the most highly qualified respondent to establish fair and reasonable rates for the professional service.

Public Notice

Notice of RFQs shall set forth the date, time, and place upon which the statement of qualifications will be due. Notice must be published at least once a week for two (2) consecutive weeks in a local newspaper. The first published notice shall be made before the fourteenth (14th) day before the date set for the opening of bids. Notice shall be electronically posted and the RFQ shall be available for public inspection. A shorter time may be deemed necessary for a particular procurement as determined in writing by the Finance Director.

Late Proposals

A response to a RFQ is late if it is received at the location designated in the RFQ after the time and date set for receipt of statements of qualifications. Late statements shall be rejected.

Receipt of Statements

Statements of qualifications shall not be opened publicly. No statements shall be handled as to permit disclosure of the contents to competing respondents. Statements shall be open for public inspection after a notice of intent to award is issued, or in the absence of a notice of intent to award, after final execution of the contract, except to the extent that the withholding of information is permitted or required by law. If the respondent designates a portion of its statements as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

Withdrawal of Statements

Statements may be withdrawn by written notice before or after statement opening and may be permitted where appropriate. All decisions to permit the withdrawal of a statement after opening shall be supported by a written determination made by the Finance Director.

Evaluation

The RFQ will give the relative importance, or weighting, assigned to each of the criteria to be used in the selection process. The following general criteria may be used, but the RFQ is not necessarily limited to these criteria:

- The provider's experience in successfully performing similar assignments, scope and size, for others.
- The provider's current staff, both size and related experience, is qualified to provide the desired services.
- Whether or not sufficient finances and other resources are available to accomplish the assignment within the time to be allowed by the City, and whether or not the provider will be able to provide continuing service if required by the City.
- How previous clients of the provider for similar projects express satisfaction with the provider's work.
- Whether or not the provider's response, as perceived by the City's staff, is complete and of acceptable quality.

A professional service provider may be selected after the evaluation of the submitted RFQ or it may be necessary to interview several of the firms and further evaluate them on the basis of the interview or a presentation, narrowing the field until one firm is selected for negotiations.

Evaluation Committee

A committee may be formed to evaluate each statement of qualifications using the criteria as defined within the RFQ. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department and Finance on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. Finance may participate, as a non-voting member, to provide oversight, guidance and assistance as needed or requested.

Evaluation committee members must sign a non-disclosure and a conflict of interest disclosure. The Finance Director reserves the right to remove any team member for any identified conflicts of interest. Conflicts of interest shall be documented and kept in the City's records.

Discussion with Offerors

Discussions may be conducted with the respondent determined to be the most highly qualified, to agree upon a fair and reasonable price. Respondents shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing respondents. If the City is unable to negotiate a satisfactory contract with the most highly qualified provider of the desired professional services, the City shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract with that provider at a fair and reasonable price. The City must continue this process to select and negotiate with providers until a contract is entered into or all respondents are rejected by City Council.

8.4 Awards and Approvals

Contract Award

Contract award of the formal Request for Qualifications shall be made to be the most highly qualified respondent taking into consideration the evaluation criteria set forth in the RFQ. The contract file shall contain the basis on which the award is made.

Award Approvals

Award of informal Request for Qualifications may be made by the City Manager if the total award is less than \$~~100~~50,000. Awards of Request for Qualifications exceeding \$~~100~~50,000 require City Council approval.

Contract Term

Contracts for professional services may be awarded for a period of up to five (5) years if non-appropriations clauses are included in the contract or upon project completion. The contract term shall state the maximum not-to-exceed dollar amount.

Procurement Policy

ARTICLE 9: PROCUREMENT OF PUBLIC WORKS

9.1 General Overview and Applicability

Contracts for a public work shall be solicited through a competitive sealed bid process unless otherwise approved by the Finance Director.

Public works means the construction of a facility, which is an improvement to real property and includes buildings, highways, road, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, airport runways and taxiways, drainage projects or related types of projects associated with civil engineering construction projects.

The City shall document the basis of its selection and shall make the evaluations public not later than the seventh day after the date the contract is awarded.

9.2 Use of Professional Engineering Services in Public Works Projects

The City shall utilize an engineer to develop plans, specifications and estimates when the engineered public work could affect the public health, welfare or safety. Construction of engineered plans must be performed under the direct supervision of an engineer.

A professional engineer must be retained for a public works project when:

- The work exceeds \$8,000 and involves electrical or mechanical engineering; or
- The work exceeds \$20,000 and does not involve electrical or mechanical engineering.

9.3 Use of Professional Architect Services in Public Works Projects

The City shall use an architect to develop plans or specification for any of the following:

- A new building or modification of an existing building intended for occupancy on a 24-hour basis by persons who are receiving custodial care regardless of the number of stories or square footage of the building.
- A new building having construction costs exceeding \$100,000 that is to be:
 - Constructed and owned by the City; and
 - Used for education, assembly, or office occupancy; or
- An alteration or addition having construction costs exceeding \$50,000 that:
 - Is to be made to an existing building that:
 - Is owned by the City; and
 - Is or will be used for education, assembly, or office occupancy; and
 - Requires the removal, relocation, or addition of a wall or partition of the alteration or addition of an exit.

9.4 Methods of Source Selection – Public Works

State law permits the following delivery methods for public works:

- Competitive Bidding – IFB
- Competitive Sealed Proposal – RFP
- Design-Build (DB)
- Construction Manager At-Risk (CMAR)
- Construction Manager-Agent (CMA)
- Job ~~Order~~ Contracting (JOC)

9.5 Public Works Under ~~\$1050,000~~ – Request for ~~Quotation~~Quotes

Application of Method

After consideration of the various costs, complexity, and other relevant issues affecting a project, the department may solicit quotes from contractors for public works of ~~less than \$50100,000 and less~~. This selection may be done through an informal Request for ~~Quotation~~Quote (RFQt). Public works of ~~less than \$10050,000 and less~~ which are deemed complex or involve complex issues are encouraged to be sourced through formal sourcing methods outlined in this Policy.

The department will award to the lowest responsible contractor. The contract file shall contain the basis on which the award is made and supporting documentation.

9.6 Public Works Over ~~\$10050,000~~ – Competitive Sealed Bid – IFB

Design-Bid-Build means a traditional project delivery method in which:

- There is a sequential award of two (2) separate contracts.
- The first contract is for design services. (See Section 6.0 for details)
- The second contract is for construction.
- Design and construction of the project are in sequential phases.
- Finance services, maintenance services and operations services are not included.

Application of Method

Competitive sealed bids shall be solicited through an IFB. The IFB shall include construction documents, estimated budget, project scope/specifications, construction schedule requirements, and other pertinent information. Contractual terms and conditions shall also be included within the solicitation document or incorporated by reference.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an IFB in order to establish a list of qualified bidders. In the event a pre-qualification process is used, the Finance Director shall only consider bids that are submitted from prequalified bidders.

Public Notice

The IFB shall set forth the date, time and place upon which the bids will be due. All IFBs are required to advertise a notice of the date, time, and place at which bids will be publicly opened and read aloud. The legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. Notice of the IFB shall also be electronically posted and the IFB shall be available for public inspection. Notice shall be made no less than thirty (30) days prior to the date set forth therein for the opening of bids. A shorter time, as allowed by law, may be deemed necessary for a particular procurement as determined by the Finance Director. If the opening date changes, the first notice shall be published before the fourteenth (14th) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the IFB. The name of each bidder and the amount of each bid, as well as other relevant information as the Finance Director deems appropriate shall be recorded. Unless otherwise determined by the Finance Director, this record shall be open to public inspection. In the event no attendees are present for bid opening, the sealed bids shall be opened by Finance and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recording. The attendance sheets will indicate that there were no attendees present. Unless otherwise determined by the Finance Director, the bids shall not be opened for public inspection until after a contract is awarded. After a notice of intent to award is issued, or in the absence of a notice of intent to award, after final execution of the contract, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

Bid Evaluation

Bids shall be evaluated based on the requirements set forth in the invitations for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the IFB. These selection criteria can only be used to determine whether the contractor is a responsible bidder, because the award can only be made to the lowest responsible bidder.

Correction or Withdrawal of Bids Before Bid Opening

Bids may be withdrawn at any time prior to the bid opening. Bids may be modified at any time prior to the due date and time, and mistakes discovered before bid opening may be modified by written notice received by the Finance Department prior to the time set for bid opening.

Mistakes and Withdrawals After Bid Opening & Cancellation of Awards

A bid that has been opened may not be modified for the purpose of correcting an error in the bid price. Mistakes discovered after bid opening but before bid award may be withdrawn only to the extent that the bidder can show that the mistake is of so great a consequence that to enforce the bid as made would be unconscionable, the mistake relates to a material feature of the bid, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After bid opening but before bid award, modifications to bid provisions (other than pricing) made by mistake

may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to a bidder.

All decisions to permit the correction or withdrawal of bids, or to cancel awards based on bid mistakes, shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all bids.

Contract Award

Contract award shall be made to the lowest responsible bidder. The contract file shall contain the basis on which the award is made.

Award Approvals

Awards of IFBs exceeding \$~~10050~~,000 shall be routed through the appropriate department, reviewing board, commission, or committee as applicable in advance of City Council consideration.

Public Record

After the City issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the evaluations shall be available for public inspection not less than the 7th day after contract award for public works utilizing APDM, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

Lump Sum or Unit Price Contracts

Lump sum or unit price contracts follow the same method described in this Section, pursuant to LGC 252.047. If the contract is for the construction of public works or for the purchase of materials, equipment, and supplies, the municipality may let the contract on a lump sum basis or unit price basis. If the contract is let on a unit price basis, the information furnished to bidders must specify the approximate quantity needed, based on the best available information, but payment to the contractor must be based on the actual quantity constructed or supplied.

9.7 Public Works Over \$~~10050~~,000 – Competitive Sealed Proposal – RFP

Application of Method

Competitive sealed proposals shall be solicited through an RFP. The RFP shall include construction documents, estimated budget, project scope/specifications, construction schedule requirements, applicable evaluation criteria, and other pertinent information. Contractual terms and conditions shall also be included within the solicitation document or incorporated by reference.

Pre-Qualification

A pre-qualification process may be conducted prior to the issuance of an RFP in order to establish a list of qualified offerors. In the event a pre-qualification process is used, the City shall only consider proposals that are submitted from pre-qualified offerors.

Public Notice

The RFP shall set forth the date, time, and place upon which the proposals will be due. All RFPs are required to advertise a notice of the date, time and place at which proposals will be publicly opened and read aloud. Legal notice must be published at least once a week for two consecutive weeks in a newspaper published in the municipality. Notice shall be electronically posted and the RFP shall be available for public inspection. Notice shall be made no less than thirty (30) days prior to the date set forth therein for the opening of bids. A shorter time, as allowed by law, may be deemed necessary for a particular procurement as determined by the Finance Director. If the opening date changes, the first notice shall be published before the fourteenth (14th) day before the new opening date. The public notice shall state the place, date, and time of bid opening.

Receipt of Proposals

Proposals shall be opened publicly and read aloud the names of the offerors and any monetary proposals made by the offerors. Proposals shall be open for public inspection after the contract is awarded, except to the extent that the withholding of information is permitted or required by law such as trade secrets and confidential information.

Correction or Withdrawal of Proposals Before Proposal Opening

Proposals may be withdrawn at any time prior to the proposal opening. Proposals may be modified at any time prior to the due date and time, and mistakes discovered before proposal opening may be modified by written notice received by the Finance Department prior to the time set for proposal opening.

Revisions, Mistakes and Withdrawals After Proposal Opening & Cancellation of Awards

The City may permit revisions to proposals after submission and before the award of the contract to obtain the best final offers. A proposal that has been opened may not be modified by the offeror for the purpose of correcting an error in the price. Mistakes discovered after proposal opening but before award may be withdrawn only to the extent that the offeror can show that the mistake is of so great a consequence that to enforce the proposal as made would be unconscionable, the mistake relates to a material feature of the proposal, and the withdraw does not result in prejudice to the City except for the loss of the bargain. After proposal opening but before award, modifications to proposal provisions (other than pricing) made by mistake may be permitted by the City if not prejudicial to the interest of the City and does not provide an unfair advantage to an offeror. All decisions to permit the withdrawal of a proposal after opening shall be supported by a written determination made by the Finance Director. Only the City Council may reject any and all proposals.

Evaluation Criteria

The RFP shall state the criteria to be used in the evaluation of the proposals and shall include their relative importance. No other factors or criteria may be used in the evaluation. City Council designates authority to the Finance Department to select evaluation criteria in accordance with GC 2269 and LGC 252.

Evaluation Committee

Not later than the 45th day after the date on which the proposals are opened, the City shall evaluate and rank each proposal submitted in relation to the published selection criteria. A committee may be formed to evaluate each proposal using the criteria as defined within the RFP. The use of a committee is recommended for complex, large expenditures, or when multiple proposals are received. This committee will consist of a diverse group of City staff, and consultants when applicable. Committee members are selected by the using department and/or Finance on the basis of their knowledge of the particular project being developed and/or of their knowledge of the particular field involved. The Finance Department participates, as a non-voting member, to provide oversight, guidance and assistance as needed. Finance may remove evaluation team members if a conflict of interest arises. Conflicts of interests must be documented and kept with the contract file.

Contract Award

Contract award shall be made to the responsible offeror whose proposal is determined in writing to be the best value to the City taking into consideration the weighted evaluation criteria set forth in the RFP. The contract file shall contain the basis on which the award is made.

Award Approvals

Awards of RFPs exceeding \$~~10050~~,000 shall be routed through the appropriate department, reviewing board, commission, or committee as applicable in advance of City Council consideration.

Public Record

After the city issues a notice of intent to award, or in the absence of a notice of intent to award upon final contract execution, the proposal evaluation shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law. If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions in accordance with this Policy.

9.8 Public Works Over \$~~10050~~,000 – Alternative Project Delivery Methods (APDMs)

The Finance Director may authorize the use- of the following delivery methods for public works projects:

9.8.1 Design-Build (GC 2269, Subchapter G)

Design-build means a project delivery method in which:

- There is a single contract for design services and construction services.
- Design and construction of the project may be in sequential phases or concurrent phases.

9.8.2 Construction Manager-At-Risk (GC 2269, Subchapter F)

Construction-Manager-At-Risk (CMAR) means a project delivery method in which:

- There is a separate contract for design services and a separate contract for construction services.
- The contract for construction services may be entered into at the same time as the contract for design services or at a later time.
- Design and construction of the project may be in sequential phases or concurrent phases.
- Preconstruction services and other related services may be included.

9.8.3 Construction Manager-Agent (GC 2269, Subchapter E.)

Construction Manager-Agent is a delivery method by which the City contracts with a construction manager-agent to provide consultation or administrative services during the design and construction phase and to manage multiple contracts with various construction prime contractors

9.8.4 Job Order Contracting (GC 2269, Subchapter I)

Job-Order-Contracting means a project delivery method in which:

- The contract is a requirement contract for indefinite quantities of construction.
- The construction to be performed is specified in job orders issued during the contract.
- (Maintenance services and other related services may be included.
- The project limit shall be set by Council approved not-to-exceed expenditure amount.

Job order contracting cannot be used for civil works projects such as roads, utilities and drainage systems.

9.9 Bonding Requirements (GC 2253).

The bonding requirements of the City of Tomball are intended to protect the contractor, the service provider and the City of Tomball. Unless otherwise stated in state law, or otherwise established in this Policy, the following bonding requirements apply for public works:

- **Performance Bonds:** For contracts in excess of \$100,000, a 100% performance bond must be executed in the full amount of the contract and which covers the time period for the public work construction and for two additional years beyond the completion date of the construction of the public work. The bond must be executed by a corporate surety, in accordance with the law.
- **Payment Bonds:** For contracts in excess of \$50,000, a payment bond must be executed in the full amount of the contract, and which covers the time period the project will be allowed for construction. The bond must be executed by a corporate surety, in accordance with the law.
- **Bid Bonds:** The City reserves the right to require a bid bond for a public works project in an amount to be deemed fair and reasonable.
- **Maintenance Bonds:** The City reserves the right to require a maintenance bond for projects in an amount to be deemed fair and reasonable.

9.10 Prevailing Wage Rates

The Texas Legislature has given special treatment to public works projects, not necessarily applied to other expenditures or purchases by a municipality. Wages for workers on construction projects shall not be paid at less than the schedule of general prevailing rates of per diem wages as determined by the City Council, which shall be the lesser of wages defined by the United States Department of Labor Davis and Bacon Wage Determination at <http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website (www.wdol.gov) for Harris County, Texas (WD-2509), as amended, or as determined by the City by conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the City. The prevailing wage rate or a link to the wage rates shall be included in bids for the contract and in the contract itself for public works projects. The prevailing wage rate does not apply to work done directly by a public utility company or for maintenance work.

9.11 Insurance Requirements

The minimum insurance required will be the types and amounts required by the Finance Director and City Manager. The Finance Director, City Manager, City Engineer, Consulting Engineer, or Architect may provide input on a possible increase to the amounts of insurance required for any project. For construction and construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials, performing service on a public works project, shall provide Texas workers' compensation for all employees. All Contractors shall provide proof of coverage satisfactory to the City. Prime Contractors are responsible for seeing that sub-contractors carry the same or higher insurance amounts as those required of the prime contractor. Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.

9.12 Retainage

The City requires retainage on all public works contracts exceeding \$100,000. Five percent of the total contract amount shall be held as retainage on public works contracts. The City may elect to require alternative retainage percentages. For retainage percentages in excess of five percent, the City will deposit the retainage into an interest-bearing account and pay the interest earned to the contractor upon completion of the contract.

A release of retention shall only be considered when a project is fully completed and accepted in compliance with the contract and specifications. A project manager shall review and approve a request for release of retention. If applicable, an engineer/architect shall review and approve the request. The project manager shall also provide Finance the consent of the surety for final payment

and release of retainage from the bonding company. All lien notices shall be forwarded to the project manager.

Partial release of retainage may occur, at the City's discretion, before the project is completed. This is generally considered for large projects with longer construction periods (GC 2252.031, 2252.032, 2252.033).

Procurement Policy
ARTICLE 10: Contract Terms and Conditions

10.1 General Information

All City contracts shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Finance Director shall have the authority to establish and modify any such terms and conditions.

Department directors are required to approve contracts for financial and operational obligations and business terms before contract award by Council.

Procurement Policy

ARTICLE 11: Contract Modifications (Change Orders)

11.1 General Information

A contract modification (and/or change order) occurs when a change to an executed contract is necessary. The modification may involve a change to quantities, specifications, terms or any number of contract requirements.

11.2 Procedures and Authorizations

Any modification to an awarded contract, regardless of sourcing method, shall be documented, reviewed, and approved through a contract amendment and/or change order.

Contract modifications and/or individual change orders for a ~~cumulative~~ total increase over ~~\$100,000~~ require approval by the City Council. The change order authority limit resets after each City Council approval of a change order. All change orders, regardless of amount, require approval of the Finance Director. Change orders over \$25,000 require City Manager approval.

A contract amendment and/or change order, or the cumulative total of contract modification and/or change orders, cannot increase the original contract price by more than twenty-five percent (25%) except as provided under state law. Modification and/or changes in excess of twenty-five percent (25%) require re-solicitation. Contract modifications and/or change orders reducing a contract or purchase order by more than twenty-five percent (25%) require the consent of the contractor.

If applicable, an engineer/architect shall review and approve a contract amendment and/or change order prior to submitting to the City Council. Upon approval, a contract amendment and/or change order will be reviewed, signed and executed by the Finance Department. A hard copy of the change order will be forwarded to the contractor and a copy retained in the Procurement file.

Procurement Policy
ARTICLE 12: COST PRINCIPLES

12.1 Adoption of Rules

The Finance Director shall adopt rules setting forth cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions which provide for the reimbursement of costs.

12.2 Cost or Pricing Data

The submission of current cost or pricing data may be required in connection with any award, change order or contract modification

Procurement Policy
**ARTICLE 13: DISPOSAL OF CITY-OWNED PERSONAL PROPERTY,
MATERIALS, AND EQUIPMENT**

13.1 Introduction

The Finance Director shall establish guidelines for and shall be responsible for the management of:

- The transfer of surplus property and operation of the surplus property program.
- The sale or disposal of surplus, worn, scrap, obsolete, excess, damaged, abandoned, unclaimed, lost and confiscated property by competitive sale or other authorized method.
- The trade-in of surplus property for purchase of new equipment.

The Finance Director shall control and supervise all existing and future City facilities (warehouses) established for the purpose of purchasing, storing, and issuing supplies. The Finance Director shall also be responsible and accountable for all warehouse materials and maintain a perpetual inventory record thereof.

The Finance Director will establish policies and procedures governing the addition or deletion of items carried in inventory, the sale or other disposal of inventory items no longer needed, delivery and other services provided to using agencies, and any policies or procedures required for efficient and effective operation of the inventory system.

The transfer, donation, or sale of City property shall be administered in compliance with state law and this Policy. The Finance Director will operate a surplus property program for the purpose of receiving, storing, transferring, or selling surplus property no longer needed by the City.

13.2 Definitions

The following terms are related to the management of property:

Abandoned Property means personal property which has been left unattended as defined by Texas Property Code 72, Texas Property Code 75, and Texas Transportation Code, Chapter 683.

Damaged or Destroyed means personal property that is not operable due to damage or accident and would require excessive repair (cost and/or manpower) to return the asset to serviceable condition.

Donation means personal property which has been donated to a charitable organization.

Excess means personal property that which is no longer needed (in excess of the department's requirements) but are still serviceable or useable.

Lost or Stolen mean personal property that is assigned to or acquired by a department but has been lost or stolen and deemed unrecoverable. Stolen City-owned property shall be properly documented with a police report.

Obsolete means personal property that no longer meet department specifications or requirements but is still serviceable or useable.

Property means assets with a useful life of more than one (1) year.

Property Transfer means the transfer of fixed assets between using agencies or transfer of property to or from the surplus property program.

Scrap means personal property that no longer functions, is unserviceable and has no market value, except for the basic material content, which can be recycled through appropriate means. Surplus property means property no longer needed by using agencies for their operations, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

Trade-in means personal property which has been traded, for similar new property, and the transaction has been recorded within the purchase order.

Unclaimed, Lost and Confiscated Property means all property used as evidence in the courts and remaining unclaimed after final disposition, property seized by a peace officer as being used unlawfully, and all property coming into the hands of any City officer or employee as lost or unclaimed.

Worn means personal property that may still be operable but require excessive maintenance or repair (cost, manpower) to remain in an operable condition.

13.3 Methods for Disposal

Departments and the Finance Director shall determine the most appropriate disposition method for personal property, City-owned materials and equipment that are deemed to be in the best interests of the City. Options for disposal are as follows:

Transfer between City Departments

Excess or obsolete City-owned personal property that is no longer required by one City department (sending department) can be transferred either to another group within the same department or to another City department in need (receiving department). If the original cost of the equipment is over \$5,000, the department director shall notify the Finance Department, so the fixed assets records will reflect the appropriate change(s).

Transfer to Another Governmental Entity

Any transfer by the City of City-owned personal property to another governmental entity, except through the auction process, shall be pursuant to an Interlocal Agreement approved by the City Council if in excess of \$500.

Public Sale, Trade-in, Donation, Destruction or Returned for Credit

If the item is no longer of value to the City, the Finance Director is authorized to sell, trade, donate, scrap or return the item for credit.

The following methods of disposition are available:

- **Public Bid, Sale or Auction**
 - A sealed bid, public auction (sale) held on site, at a City facility, or on-line and conducted by an auctioneer licensed by the State of Texas. The guidelines of [LGC 252](#), for competitive bidding, shall be followed. For City-owned personal property items having a value less than \$100, the sale may be made at an advertised location where members of the public may purchase the item.
 - Property may be disposed of through the sealed bid process and sold to the highest bidder, unless rejected by the using department and Finance.
 - All items are to be sold to the highest bidder unless pricing is determined by the owning department to not be sufficient. In this instance, the City may refuse the bid and hold the item(s) for sale at another time.
 - After determining the time and place for a public auction, the Finance Director shall give notice of the auction by advertising in the official newspaper of the City for at least once a week for two consecutive weeks. The date of the first publication must be at least 14 days prior to the date of the auction and the second publication must be no sooner than 7 days prior to the auction or posting on the City website for a period of 10 days prior to the auction.
- **Trade-In**
 - Offer the property as a trade-in for new property of the same general type if the Finance Director and owning department consider that action to be in the best interest of the City. If determined necessary to determine “fair market value”, the Procurement Director may employ outside resources to make such determination. In all instances, best value for City owned property will be achieved and properly documented by the Procurement Director and credit shall be applied to the appropriate department.
- **Third Party Appraisals**
 - The City may utilize third party consultants to determine authenticity or market value of any commodity. The department responsible for the commodity shall consent to and pay for the third-party appraisal.
- **Donation**
 - Dispose of the property by donating it to a civic or charitable organization or another governmental entity, if allowed by law. However, in such case, City Council approval will be necessary if the item has value of more than \$500.
- **Destruction**
 - The Procurement Director may order any of the property to be destroyed or otherwise disposed of if the replacement value is less than \$100 and is not

considered in good working order, the City attempts to sell the property and receives no viable offers or it is determined to be scrap material(s).

- Scrap: City owned personal property which has been transferred to Finance and has been found to be damaged, destroyed, or in any other way having no recoverable value will be accumulated and disposed of in accordance with existing scrap metal/refuse contracts or as otherwise directed by the Chief Financial Officer.
 - Scrap Bin(s): The Finance Director shall ensure that all scrap with value (metal, wire, etc.) shall be disposed of with existing scrap metal/refuse contracts or as otherwise directed by the City Manager. Finance shall ensure accurate accounting of all scrap proceeds and report all sales proceeds appropriately. All City employees shall ensure the proper disposal of scrap material in the identified location, and City-owned materials shall not be converted for private use or personal use.
- **Returned for Credit**
 - Excess or obsolete City-owned property may be returned, if possible, to the vendor from which the property was originally purchased. Prior to such return, department staff, directors, and officers shall coordinate this action with the Finance Director, to ensure credit has been fully received, documented, and reported to the Finance Department.

13.4 Disposal of Abandoned Property

Disposition of abandoned or unclaimed property seized by a government entity, officers, or employees must be conducted in accordance with this Policy, Tomball local policy, the [Texas Code of Criminal Procedure](#) (Chapters 18, 47 59) and in compliance with [Texas Transportation Code, Chapter 683](#). Equipment deemed appropriate for retention will be in accordance with state law (i.e., confiscated equipment by the Tomball Police Department).

13.5 Purchase by Officers and Employees

An officer or employee of the City, who recommends and/or authorizes the sale of materials and equipment for their department, shall not, directly or indirectly, submit a bid for, purchase or acquire ownership of that department's property. An officer or employee of the City shall not, directly or indirectly, submit a bid, purchase, or acquire ownership of "impounded property".

13.6 Disposition of Federal and Grant Funded Assets

No disposition of federal or grant funded assets will be initiated unless it is allowable in accordance with the guidelines outlined in the *Office of Management and Budget (OMB) Circular A-102 (revised)* and the *Uniform Requirements for Grants and Cooperative Agreements with State and Local Governments*, subject to the specific guidelines of the grantor agency. Additionally, no disposition of federal or grant funded assets will be initiated unless the applicable grant program

administrator and the department director of the grantee department have recommended such disposition.

If proceeds result from the disposition through sale of grant funded property, the Finance Director, working with the department director and applicable grant program administrator, will ensure that proper notifications are provided to and instructions and approvals obtained from the grantor agency concerning how proceeds are to be handled. Depending upon the grantor agency or source involved and the dollar level of the proceeds, funds may or may not need to be returned or credited to the grantor agency or source. In all instances where proceeds have been gained by the City, the Finance Director shall provide a full accounting of such proceeds to the City Manager. Where possible and allowable upon the closing of a grant, the City will seek to transfer the property to another allowable grant in lieu of sale or other disposition method.

13.7 Disposition of Items Funded with Bonds

The disposition of bond funded assets will be communicated to the Finance Department. If proceeds result from the disposition of bond funded assets, the Finance Director, shall provide a full accounting of such proceeds to the City Manager.

13.8 Transfer of Ownership of Certain Emergency Vehicles

In accordance with [Texas Transportation Code 728.021](#), emergency vehicles used to transport sick or injured persons must have vehicle equipment removed, including lights, sirens or devices which only an authorized emergency vehicle may be equipped with, and must remove or obliterate any emblem or marking on the vehicle that identifies the vehicle as an authorized emergency vehicle. This statute doesn't apply if the City is transferring ownership to a person who holds a license as an emergency service provider, who is in the business of buying and selling used vehicles in this state and who specializes in authorized emergency vehicles, or who operates in a foreign country.

Procurement Policy

ARTICLE 14: PROTESTS AND APPEALS

14.1 Introduction

Protest and appeals will be accepted from prospective bidders, respondents or offerors whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. The Finance Director will consider all protests or appeals filed in a timely manner regarding the award of a contract. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest or appeal will be required.

14.2 Definitions

Filed means delivery to the contract officer or to the Finance Director, whichever is applicable. A time and date of receipt shall be documented in a verifiable manner for purposes of filing.

Governing Instruments means those legal documents that establish the existence of an organization and define its powers including articles of incorporation or association, constitution, charter and by-laws.

Interested Party means an actual or prospective bidder, respondent, or offeror whose economic interest may be affected substantially and directly by the issuance of a solicitation, the award of a contract, or by the failure to award a contract. Whether an economic interest exists will depend upon the circumstances of each case. An interested party does not include a supplier, subconsultant, or subcontractor to an actual or prospective bidder, respondent, or offeror.

Receipt means the earlier of actual receipt or the first attempted delivery by certified mail, or by any other means that provides evidence of the attempt, to the persons' last known address.

14.3 Authority of the Finance Director

The Finance Director shall have the authority to settle and resolve protests.

14.4 Right to Protest

Any interested party who is aggrieved in connection with a solicitation or award of a contract above the formal threshold may protest to the Finance Director.

14.5 Filing of a Protest

A protest shall be filed in writing with the Finance Director (letter received by physical mail delivery or by electronic submission) and shall include the following information:

- The name, address, telephone number and email address of the protestant;
- The signature of the protestant or its representative;
- Identification of the solicitation or contract number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Protests will not be considered if not supported by adequate documentation as defined in this Policy or if not received within the parameters as defined in this Policy and any specific solicitation.

14.6 Time for Filing Protests

Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date. In all other cases, protests shall be filed within five (5) days of notice of intent to award or in the absence of a notice of intent to award, prior to the award date. The Finance Director shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right submit a written response to the protest.

14.7 Stay of Procurement During the Protest or Appeal Process

In the event of a timely protest, or in the event of timely appeal of the Finance Director's decision, the City shall stay the solicitation or award of the contract unless the Finance Director makes a written determination that there is a reasonable probability that the protest or appeal will be denied and that proceeding further with the solicitation or award of the contract is in the best interests of the City. The stay shall automatically continue throughout the protest or appeal process unless the Finance Director makes a written determination to lift it.

14.8 Confidential Information

See **Section 1.9**.

14.9 Decision by the Finance Director on a Protest

The Finance Director shall issue a written decision within ten (10) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision. The Finance Director shall furnish a copy of the decision to the protestant, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The time limit for decisions may be

extended for a reasonable time not to exceed thirty (30) days beyond the original ten (10) day time period. The Finance Director shall notify the protestant in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued. If the Finance Director fails to issue a decision within the time limits set forth in this Section, the protestant may proceed as if an adverse decision had been issued. The decision shall contain a statement regarding the appeals process that is available pursuant to this Policy.

14.10 Remedies for a Protest

If the Finance Director sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award, or contract award does not comply with this Policy, the Finance Director shall implement an appropriate remedy.

In determining an appropriate remedy, the Finance Director shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to:

- The seriousness of the procurement deficiency;
- The degree of prejudice to other interested parties or to the integrity of the procurement process;
- The good faith of the parties;
- The extent of performance;
- Costs to the City;
- The urgency of the procurement; and
- The impact of the relief on the using agency's mission.

An appropriate remedy may include, but is not limited to, one or more of the following:

- Reject all bids, responses or proposals;
- Terminate the contract;
- Reissue the solicitation;
- Issue a new solicitation;
- Award a contract consistent with the procurement codes; or
- Such other relief as is determined necessary to ensure compliance with this Policy.

14.11 Appeals to the City Manager

Any person may appeal the written decision of the Finance Director to the City Manager within seven (7) days from the date the decision is issued by filing a written appeal with the City Manager. The appellant shall also file a copy of the appeal with the Finance Director.

The appeal shall contain:

- The information set forth in Section 14.10;
- A copy of the decision of the Finance Director;
- The precise factual or legal error in the decision of the Finance Director from which an appeal is taken.

14.12 Notice of Appeal

The City Manager shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings. The City Manager shall, upon request, furnish copies of the appeal to all interested parties.

14.13 Finance Director Report on Appeal

The City Manager may conduct or hearing or request additional information from the Finance Director or any other person in order to render a decision on the appeal. The City Manager's determination on the request shall be in writing, state the reasons for the determination and, if the extension is granted, set forth a new date for the filing of comments. The City Manager shall notify the Finance Director of any extension.

14.14 Remedies for Appeal of a Protest

The City Manager may dismiss, affirm or deny the Finance Director's decision in whole or in part based on criteria described in Section 14.10. If the Finance Director's decision is denied in whole or in part and a determination is made that a solicitation, evaluation process, proposed award, or award does not comply with state law or this Policy, the City Manager may direct the Finance Director to make the appropriate remedy described in Section 14.10.

Procurement Policy

ARTICLE 15: VENDOR DISQUALIFICATION

15.1 General Overview and Applicability

Disqualification is an action taken by the Finance Director under this Article to prohibit a person from participating in City procurements. The purpose of disqualification is to protect the City of Tomball and taxpayers from an inefficient use of City funds.

City departments are responsible for managing their contracts and for identifying and controlling the risks associated with vendor performance.

Vendors may be disqualified from bidding on City contracts under certain circumstances in order to minimize the City's risk of losses. In order to ensure that the City is receiving quality goods, services and construction and in order to ensure that the City is receiving value for public money, vendors may be disqualified from participating in City procurement opportunities for prescribed time periods.

A decision to disqualify a vendor from participating in City procurement opportunities must be supported by evidence, exercised in accordance with the factors set out in this Policy and appropriately approved. A decision to place a vendor on the disqualification list is discretionary; however, such discretion must be exercised consistently and fairly.

15.2 Reasons for Disqualification

The City may disqualify a vendor for one of the following six categories of reasons:

15.2.1 Litigation

If a vendor engages in litigation against the City, the City may consider whether or not such litigation should disqualify that vendor from participating in future City procurement opportunities. Note that litigation brought by the City against a vendor is addressed in Subsection 6 (Poor Performance) below.

A vendor who engages in litigation against the City should only be disqualified in connection with litigation proceedings if there are valid commercial or business reasons for doing so. Disqualification should not be exercised to "punish" the vendor for bringing a lawsuit. Litigation against the City in respect of matters unrelated to a procurement process or contracts for the provision of goods, services or construction should not be considered under this Policy.

In evaluating whether a litigious vendor should be disqualified, the City should consider the following qualitative factors in its analysis:

- Is the litigation in relation to a City procurement process or a contract with the City for the provision of goods, services or construction?
- Is there a history of litigious conduct with the vendor and has that history resulted in increased costs to the City?
- What was the outcome of the previous litigation? For example, was it frivolous/vexatious or were damages awarded in favor of the vendor?
- Does the vendor's litigation with the City call into question the vendor's ability to provide work or services to the City under future contracts?

15.2.2 Failure to Honor a Bid

If a vendor submits a bid in response to a City procurement opportunity and that vendor subsequently refuses to honor its bid or the pricing included in that bid, the City may consider disqualifying that vendor from participating in future City procurement opportunities. However, a vendor should not be disqualified if their failure to honor a bid was a legitimate withdraw of that bid. Accordingly, the reason why a vendor did not honor its bid must be analyzed and considered in making a decision to disqualify that vendor.

Factors that the City may consider in such analysis include, but are not limited to:

- If the City and a selected vendor in a negotiated procurement process attempt to negotiate an agreement in good faith and for valid business reasons are unable to come to an agreement, that vendor should not be disqualified.
- If a vendor fails to honor its submitted pricing because of a change in market conditions, the City should consider whether pricing fluctuations are common in the industry.
 - If price increases are common, the City should consider whether the vendor should have factored this into their pricing. For example, could the market conditions have been reasonably predicted within the industry?
 - If the City's acceptance of the bid took significantly longer than anticipated, the City should consider the impact of the delay on the vendor's willingness to honor its submitted pricing.
- If a vendor does not honor its submission because it is too busy on other contracts at the time its bid is accepted, and City's acceptance of the bid was within the time period set out in the bid document, the City should consider disqualifying that vendor because vendors should only submit proposals if they are capable of delivering the goods or services.
- Other reasons for a vendor's failure to honor a submission or pricing should be reviewed contextually and fairly.

15.2.3 Failure to Disclose a Conflict of interest

If a vendor fails to disclose a conflict of interest during a City procurement opportunity or during the performance of a contract with the City and the City subsequently discovers that such a conflict of interest exists, the City may disqualify that vendor from participating in future procurement opportunities after conducting an analysis using the following factors:

- The nature of the conflict of interest, including whether it is perceived or an actual conflict of interest and the materiality of the advantage that such a conflict may have given the vendor.
- Whether the vendor knowingly failed to disclose such a conflict of interest.
- The impact such a failure to disclose the conflict of interest has or may have on the City, including its reputation and the impact on its obligation to conduct a fair competitive procurement process.

15.2.4 Participating in Bidding Practices Prohibited by Statute

If the City has reason to suspect a vendor or vendors are engaged in bid-rigging, price-fixing, bribery or collusion or other behaviors or practices prohibited by federal or state statutes in connection with a City procurement opportunity, the City should contact the appropriate authorities and provide such assistance as is required and support a subsequent investigation and if applicable, prosecution.

If a vendor is convicted of bid-rigging, price-fixing or collusion in connection with a City procurement or in connection with other public sector procurements, the City shall disqualify that vendor.

15.2.5 Unethical Bidding Practices

A vendor may engage in unethical bidding practices that do not amount to a criminal or statutory offense, but such practices may still warrant disqualification from bidding on the City procurement opportunities. Examples of such unethical bidding practices include inappropriate offers of gifts to City employees, elected officials, officers, consultants, advisors or other City representatives and misrepresentations in proposals and inappropriate in-process lobbying of or communication with City employees, elected officials, officers, consultants, advisors or other City representatives during a procurement process. The City must conduct a full review of the unethical practice in question and perform a contextual analysis to determine whether the vendor or vendors in question should be disqualified. For example, did the unethical bidding practice compromise the City's ability to run a fair procurement process?

15.2.6 Poor Performance

If a vendor performs poorly on a contract with the City, the City may consider disqualifying that vendor in the following circumstances:

- The contract was terminated for performance issues prior to expiry;
- There were un-rectified performance issues on a contract that resulted in extra costs and or delays to the City;
- The goods were defective and were not replaced or repaired or required multiple repairs; or
- The City brought litigation proceeding against the vendor in connection with issues related to the contract.

All performance issues in connection with City contracts must be escalated to Finance and brought to the attention of the City Manager. Performance issues must be supported by documentation evidencing the notification to the vendor of performance issues and all escalation of such performance issues.

15.3 Disqualification Process

The Finance Director may disqualify a vendor in writing after notice and hearing to the vendor.

The written decision of disqualification shall also include the length of the disqualification. A vendor may be disqualified for period of up to three (3) years. The length of the disqualification period should be proportional to the reasons for the disqualification and fair and the full three-year disqualification should only be applied in the most serious of disqualifications.

A disqualification can either be a blanket disqualification or a disqualification to provide specific goods, services or construction and the recommendation should clearly set out the scope of the disqualification.

Before the vendor is officially disqualified, the vendor must be notified in writing of the potential disqualification and shall be allowed to provide a written response within ten (10) calendar days of notification, including any supporting documentation necessary to support their case against disqualification.

The Finance Director's opinion may be appealed to the City Manager as provided in Section 14.

Procurement shall notify the vendor in question of the disqualification recommendation in writing via certified mail, return receipt requested. The notification letter should contain:

- Full details as to the reasons for the disqualification, including copies of any documents or correspondence to support such a disqualification.
- The length of the recommended disqualification period and scope, if applicable.
- The vendor's right to re-apply for eligibility within the prescribed time period and the process.

A disqualified vendor may apply to be re-eligible to participate in City procurement opportunities upon the completion of half of the original disqualification period. For example, if the original disqualification period was two (2) years, the vendor may apply for review of the disqualification after one (1) year.

In order to apply to be re-eligible, the vendor must submit a written case for re-instatement, including supporting documentation, if necessary, that provides reasons why the original reason for the disqualification would no longer prove a risk for the City. Applications for review of eligibility are to be reviewed by the department director, the Finance Director, and City Manager.

If the department director, the Finance Director, and City Manager are convinced that the reasons for the original disqualification will no longer present risk for the City should it do business again with the vendor in question, then the Finance Director may reinstate that vendor.

Procurement shall maintain an up-to-date and current list of all disqualified vendors. Any vendor having an officer or director that was an officer or director of a vendor on the disqualified list at the time it was disqualified is also considered disqualified. The list should contain the full name of the vendor, the names of the officers or directors of the vendor, the reasons for the disqualification, the file number where the written recommendation for the disqualification is filed, the length of the disqualification period and the date of the expiry of the disqualification period.

Review of the disqualification list against a list of vendors and their officers or directors should be conducted for each procurement to ensure the disqualified vendors are not allowed to continue in the process.

Procurement Manual
ARTICLE 16: INTERLOCAL CONTRACTS PROCUREMENT

16.1 General Information

An interlocal contract is a contract between governmental agencies for services. ~~All purchases from interlocal contracts require approval by City Council.~~ Approval of interlocal contracts follows the same procedures as other procurements, including the established expenditure authority.

Procurement Policy

ARTICLE 17: COOPERATIVE BUYING AGREEMENTS

17.1 General Information and Applicability

The City may purchase goods and services through cooperative contracts. Agreements entered into pursuant to this Policy shall be limited to the areas of procurement of materials, services, professional services, construction or construction services, warehousing or materials management.

17.2 When Agreement is Required and/or Authorized

The City is not authorized to participate in cooperative buying agreement unless a cooperative agreement described in GC 791 or LGC 271 is executed between the parties or the parties are members of a cooperative purchasing group or authority that permits cooperative use amongst its membership. ~~All cooperative agreements entered into pursuant to this Policy shall be approved by the City Council.~~

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any materials, services, professional services, construction or construction services with one or more government agencies in accordance with an agreement entered into between the participants. Parties under a cooperative purchasing agreement may:

- Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.
- Cooperatively use materials or services.
- Commonly use or share warehousing facilities, capital equipment and other facilities.
- Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
- On request, make available to other eligible public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request reimbursement for the reasonable and necessary costs of providing such services.

17.3 Approval to Purchase from Cooperative Contract

If the purchase is ~~\$50,000 or~~ less than \$100,000, the City Manager may approve the expenditure. If the purchase is ~~in excess of \$50,000~~ in excess of \$100,000 or greater, City Council approval is required.

The City must have an interlocal agreement in place with the cooperative agency before a purchase can be made. Additional documentation may be required to ensure that the cooperative contract provides the best value to the City.

A list of approved cooperative purchasing programs is included in **Appendix C**.

17.4 Prohibitions

If a member of the governing body or an appointed board or commission of a municipality or county belongs to a cooperative association, the municipality or county may purchase equipment or supplies from the association only if no member of the governing body, board, or commission will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

Procurement Policy
ARTICLE 18: NON-DISCRIMINATION

18.1 Policy Statements

No City contractor or vendor shall engage in any discriminatory employment practice.

No person shall, on the grounds of race, sex, age, disability, creed, color, national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from contracts with the City.

No City contractor or vendor, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the Americans with Disabilities Act (ADA).

Procurement Policy

ARTICLE 19: PREFERENCES

19.1 General Overview

The City of Tomball has the right to implement any procurement practices which gives preference during consideration of a bid over other Bidders/Proposers.

19.2 Environmentally Preferable Purchasing (EPP)

The City may establish EPP policies to promote the purchase of environmentally preferable products throughout City departments, by incorporating environmental considerations into public purchasing to the extent it is available, practical, and reasonably permitted by the Texas purchasing laws or any future policies directed by City Council.

19.3 Criteria for Local Preference Purchases

In compliance with LGC 271.905 and 271.9051, the City reserves the right to apply a local preference during consideration of a bid from a bidder whose principal place of business is in the City.

This Policy applies to the purchase of real property and personal property that is not affixed to real property or services (including construction services) through a competitive bid. This shall include IFBs awarded based upon lowest responsive, responsible bid, or awarded based upon best value.

19.3.1 Lowest Responsible Bids

A five percent (5%) price differential will apply to construction bids less than \$100,000 and all other bids, including services, less than \$500,000. This excludes telecommunication and information services. A three percent (3%) price differential will apply to bids, excluding construction and services, greater than \$500,000. The chart below is a summary of the criteria for Lowest Responsible Bids.

LGC 271.9051	LGC 271.905
5% Price Differential	3% Price Differential
Construction bids between \$50,000 and \$100,000	All other bids, excludes construction and services, greater than \$500,000
All other bids, including services, between \$50,000 and \$500,000	

19.3.2 Best Value Bids

Price is only one of a number of determining factors that are weighted for evaluation purposes. As a result, an additional weighted factor will be added to all such bids for bidders meeting local preference criteria. The appropriate weight, either 5% or 3%, will be consistent with the criteria outlined in the chart above.

19.3.3 Local Bidder Preference Consideration Application

A new and complete application must be submitted with each competitive bid by the due date, including a Tax Certification from the Harris County Tax Assessor/Collector per Resolution R2012-012.

This Policy does not apply to purchases obtained through an RFQ, RFP, bids involving federal funds, Cooperative Programs or Interlocal Agreements.

19.4 Reciprocal Law

GC 2252.002 relates in part to bids by nonresident bidders for any type of contract awarded by a municipality, such as general construction, improvements, supplies, services, a public work project or for purchase of supplies, materials, or equipment.

GC 2252.002 states, “A government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located, or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.”

The City reviews the applicability of this statute for all expenditures over \$50,000.

Procurement Policy

ARTICLE 20: ETHICS AND COMPLIANCE

20.1 General Information

All City officials and employees acting on the behalf of the City of Tomball must observe the highest standard of ethics throughout the procurement process. Staff and other personnel, shall never use their authority for personal gain, and they must seek to uphold and enhance the standing of the City of Tomball.

20.2 Ethical Requirements Relating to Municipal Procurement

20.2.1 State Laws

City officials and employees must comply with various state laws with respect to purchasing. The following is intended to provide a summary and the general requirements of the laws.

Chapter 171, Texas Local Government Code

Chapter 171 of the Texas Local Government Code regulates a local public official's conflicts of interest. The law defines "local public official" as an elected official, such as a Council Member, or an appointed city official (paid or unpaid) who exercises responsibilities that are more than advisory in nature.

The law prohibits a local public official from shall not voteing or participateing in any matter involving a business entity or real property in which the official, or the officials family, has a substantial interest if an action on the matter will result in a special economic effect on the business that is distinguishable from the effect on the public or, in the case of a substantial interest in real property, it is reasonably foreseeable that the action will have a special economic effect on the value of the property, distinguishable from its effect on the public.

A local public official who has such interest is required to file, before a vote or decision on any matter involving the business entity or real property, an affidavit with City Secretary, stating the nature and extent of the interest.

A local public official is required to abstain from participating in the matter.

A local public official who is required to file an affidavit is not required to abstain from participating in the matter if a majority of the members of the governing body have a substantial interest and file affidavits of similar interests on the same official matter.

Chapter 176, Texas Local Government Code

A Council Member, City Manager, Department Director, administrator, or any other person who is exercises any discretion in the selection of a vendor shall file a FORM CIS if the

person, or the person's family, has an employment or business relationship with a vendor who conducts business with the City.

An officer is required to file a conflicts disclosure statement ("statement") if a vendor enters into a contract with the City, or if the City is considering entering into a contract with the vendor, and the officer or officer's family member has an employment or other business relationship with the vendor that results in the officer or officer's family member receiving taxable income that exceeds \$2,500.00 in the preceding twelve months.

An officer is required to file a statement if the officer or officer's family member accepts a gift(s) from a vendor with an aggregate value of more than \$250.00 in the preceding twelve months. An officer is not required to file a statement in relation to a gift, regardless of amount, that is accepted by an officer or officer's family member if the gift is given by a family member of the person accepting the gift, is a political contribution, or is food, lodging, transportation, or entertainment accepted as a guest.

An officer or vendor who knowingly fails to file a statement or a disclosure when required to do so commits a Class C misdemeanor.

Chapter 252, Texas Local Government Code – Sequential and Component Purchases

Separate, sequential, or component purchases to avoid placing any purchase in a lower cost bracket in order to avoid approval levels or the competitive bid process are prohibited. A Department shall manage and plan in such ways that all purchases are made in sufficient quantities to meet needs. "Separate Purchases" mean purchases made separately of items that in normal purchasing practices would be bought in one purchase. "Component Purchases" means purchases of the component parts of an item that in normal purchasing practices would be bought in one purchase. "Sequential Purchases" means purchases of items made over a period that in normal purchasing practices would be bought in one purchase. (See §§252.001, 252.062, TX. Local Gov't Code).

Chapter 252, Texas Local Government Code – Penalties and Remedies

If a person fails to comply with the competitive bidding or competitive proposal procedures required by Chapter 252, Texas Local Government Code, that person may be convicted of a Class B misdemeanor. A Class B misdemeanor may be punished by a fine of up to \$2,000.00, confinement in jail for up to 180 days, or both the fine and confinement.

An individual is automatically removed from his or her position if that person is finally convicted of failing to comply with the competitive bidding or competitive proposal procedures required by Chapter 252. Once removed from office, such a person may not hold any public office in this state for four years after the date of final conviction. Also, for four years after the date of final conviction, the convicted person may not be employed by the city where the person was serving when the offense occurred and may not receive any compensation through a contract with the city.

State law specifies that if a city enters into a contract without complying with the competitive bidding or competitive proposal requirements of Chapter 252, the contract is void. (See §252.061, TX. Local Gov't Code)

20.2.2 Local Rules

The City demands the highest ethical standards of conduct from its employees and from vendors or contractors dealing with the City. City employees engaged in purchasing must comply with the following ethical standards.

Gratuities

Certain kinds of conduct such as offering gifts, gratuities, or discounts to City employees to influence their decisions in the purchasing process are expressly prohibited.

The City may reject a bid or cancel a contract without liability if it is determined by the City that gratuities were offered or given by a vendor or contractor, or an agent or representative of the vendor or contractor, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract.

In the event a contract is cancelled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the vendor or contractor in providing such gratuities.

Confidential Information

It is a violation of City policy for any employee to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person. Any use of such information shall be grounds for discipline, up to and including dismissal.

Purchases for personal, private use

No employee may use the purchasing power of the City to make purchases for personal, private use. Employees should not have private purchases sent or delivered to the City, City facilities, or City buildings.

Travel, meals, and other expenses paid by vendor or contractor.

Travel costs to a vendor's or contractor's site shall be paid by the vendor or contractor only if the bid or proposal solicitation specifically stated that such visits would be at the vendor's or contractor's sole expense. The City will pay all other travel costs. Employees must fully document the visits and related expenses.

20.3 Required Forms from All Vendors

All vendors wishing to do business with the City of Tomball will be required to complete the forms found on **(Exhibit D)** in this document.

These forms are for the permanent record of the city and will be kept for the purpose of conforming to the afore mentioned statutory requirements stated in this section, the generally accepted accounting/auditing rules or requirements, and any requirements that federally funded programs may mandate of which the City may be participating with.

Failure to provide completed and signed forms may cause the vendor to not be accepted as a registered vendor with the City of Tomball.

Additionally, Departments are encouraged to do business with companies who adhere to the federal and state labor laws and regulations including:

- The Fair Labor Standards Act through limiting child labor, requiring payment for overtime work, and establishing a minimum wage.
- The Occupational Health and Safety Act which requires safe working practices and procedures in all projects.
- Any state or federal law, including executive orders, prohibiting discrimination or harassment in the work place.

Exhibit A

~~Exhibit A~~ Purchases Less Than \$3,000

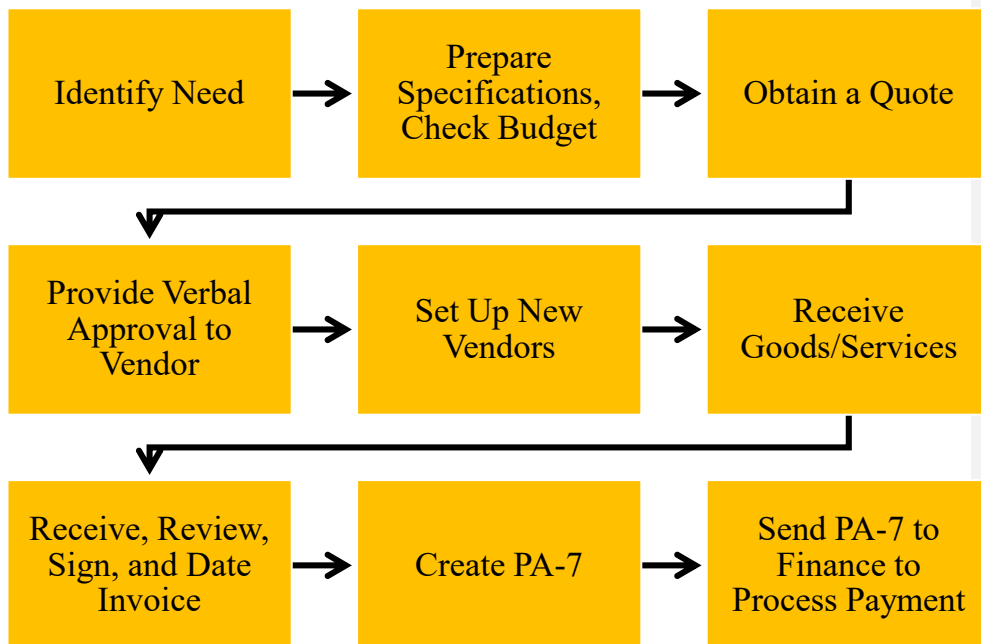


Exhibit A Purchases Between \$3,000 and \$100,000

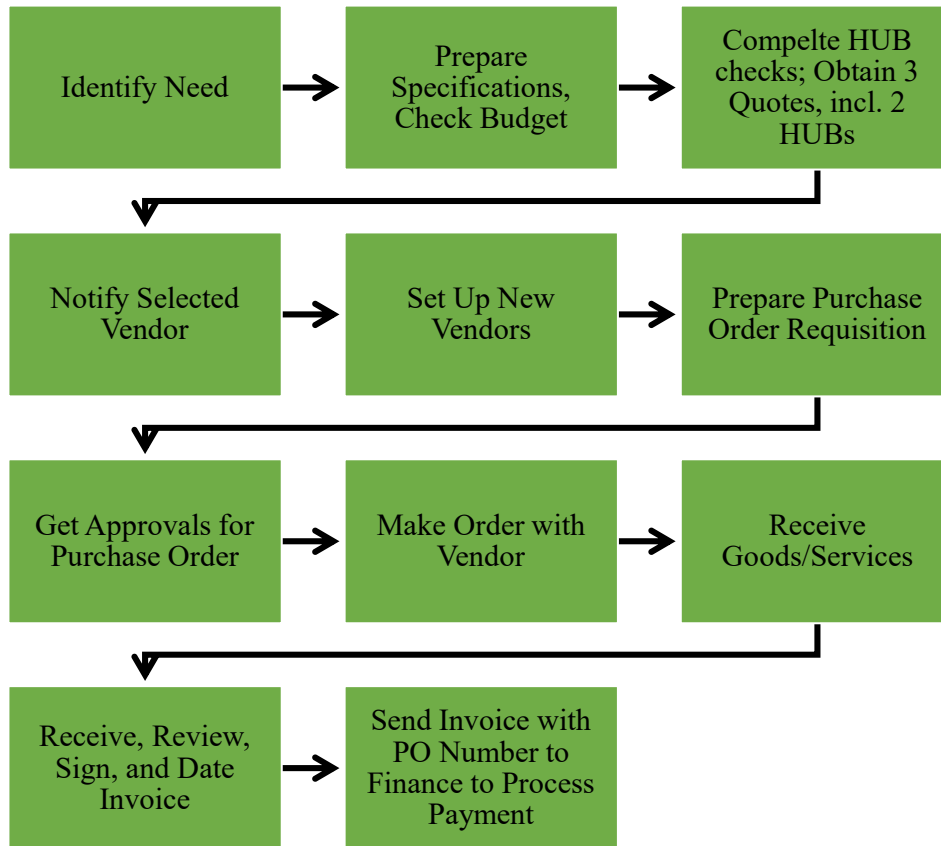
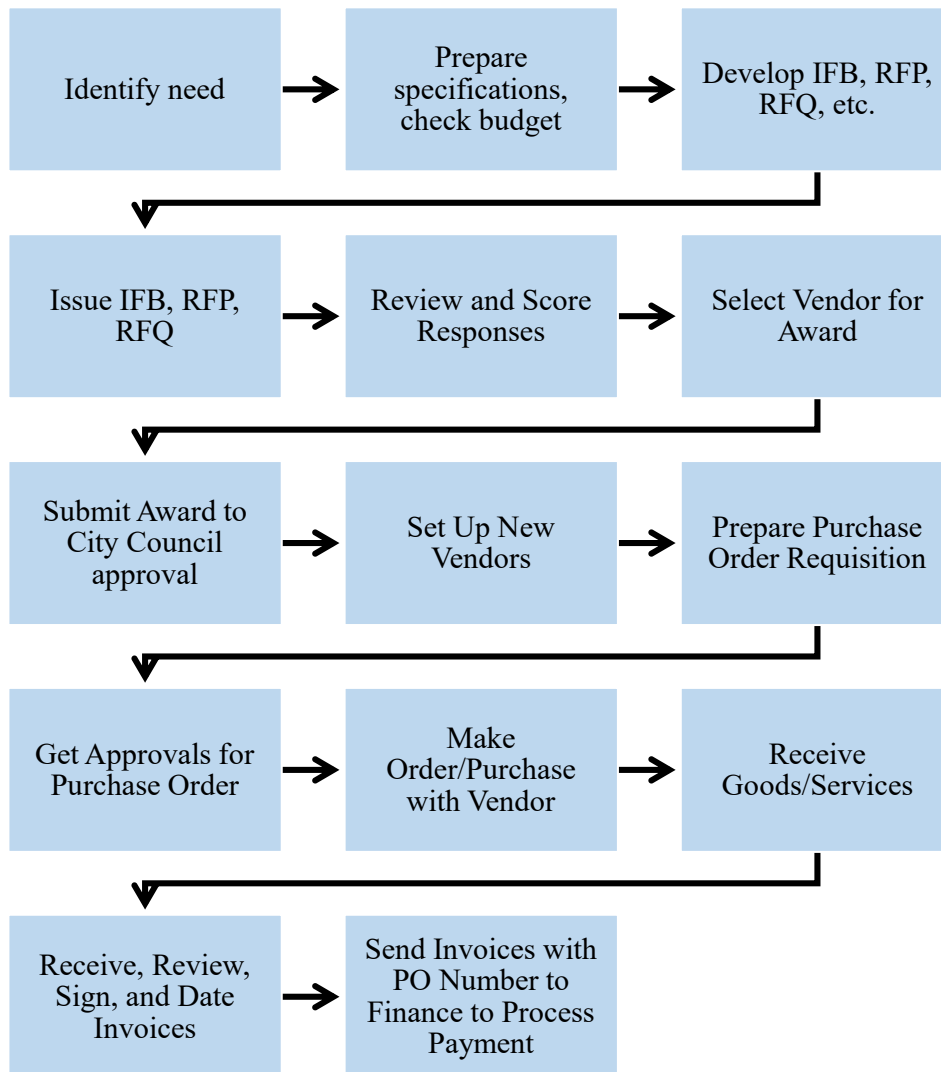


Exhibit A Purchases \$100,000 & Greater



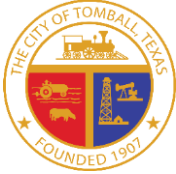


Exhibit B

City of Tomball

Request for Reimbursement

Upon approval received from the Finance Director, prior to purchase, reimbursements may be processed for certain goods or services, ONLY in instances where sufficient time may not allow approval through the purchase order process. Instances where prior approval were not authorized, may be cause for non-payment of the request.

The Purchasing Agent will review submitted Request for Reimbursement and either acknowledge that the request may move forward in processing; or, if discrepancies are found, advise that the form be returned to the requesting division to correct or process through the purchase order process.

Employee Name: _____

Department: _____

Request for Reimbursement:

Suppliers Name:
Good or Service:
Amount:

Justification for this Reimbursement

--

Do you have a PCard? YES NO

Do you need a PCard for future transactions? YES NO

Requester: _____ Date: _____

Department Head: _____ Date: _____

Finance Director: _____ Date: _____

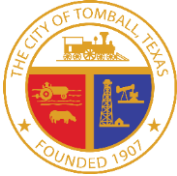


Exhibit C

City of Tomball Purchase Order Requisition Process

Purchase orders (PO's) are required for all purchases in excess of \$3,000, unless otherwise exempt as indicated in the exemptions section below or with an approved exception. Purchase order requisitions must be approved prior to making a purchase. Purchase order requisitions may be submitted for purchases under \$3,000, but are not required. Departments may use a procurement card or check requests for purchases under \$3,000 so long as the purchase complies with this Policy, the Procurement Card Policy, and other applicable policies or regulations.

Items that **do not require** a purchase order and may be paid with a procurement card or check request are:

- Catered event fees
- Election fees
- Membership Dues
- Registration fees
- Purchases that have received an exception to the PO process in accordance with City policy
- Periodicals
- Postage
- Subscriptions
- Travel expenses
- Tuition
- Utilities
- Regulatory fees
- Other fees as appropriate

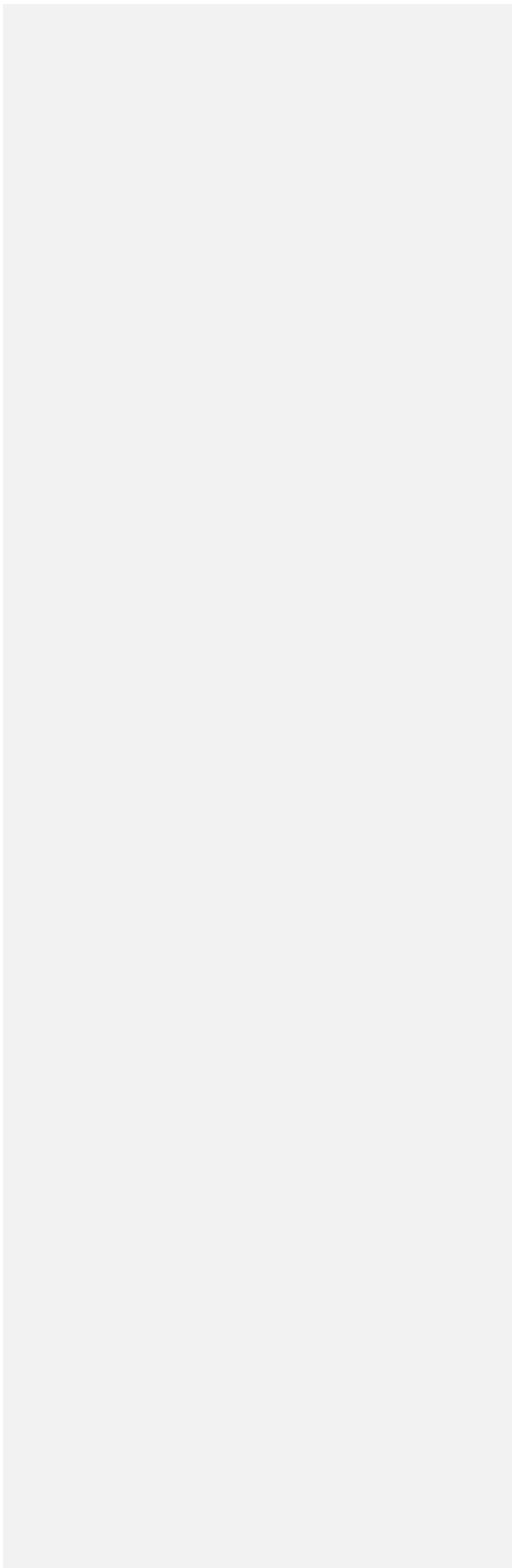
Other Purchase Order Requirements

- Purchases more than \$3,000 but less than \$~~10~~50,000 require 3 written Competitive Quotations with 2 Historically Underutilized Businesses (HUB) Quotations
- All Purchases more than \$~~10~~50,000 ~~either individually or in aggregate~~, approved during the budget process still require an RFP, RFQ or ~~BID-IFB~~ and go before City Council for approval
- New Vendor – Must fill out a New Vendor Packet
- Each department will generate their own Purchase Order Requisition Including the following:
 - Vendor
 - Vendor Email
 - Department
 - Account number
 - Shipping Address
 - Detailed Description must include contract # with CO-OP
 - Price
 - Shipping

All supporting documents must be attached to the Purchase Order Requisition

- Competitive Quotations with 2 HUB Quotations, RFP, RFQ or BID documentation
- A copy of the agenda item data sheet reflecting council's approval
- Sole Source Letter and Sole Source Justification Form
- Finance Department shall verify that all required documentation is provided and issue a Purchase Order after all appropriate levels of authorization have been completed.
- The department receiving such product and/or service shall notate invoice with their signature and forward to the Finance Department for payment.

|



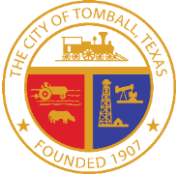


Exhibit D

City of Tomball New Vendor Form

Vendor Information

Legal Name:
Alias/DBA:
Email:
Phone Number:

Primary Business Address Information

Street Address:		
City:	State:	Zip Code:

Remittance Address Information

(Skip if identical to Business Address)

Street Address:		
City:	State:	Zip Code:

IRS 1099 Address Information

(Skip if identical to Business Address)

Street Address:		
City:	State:	Zip Code:

- You must attach a completed W-9 form with this submission.
- To receive ACH payments, please complete the ACH Payment Authorization and provide the required documentation.
- Email this form with requested documentation to: apayable@tomballtx.gov

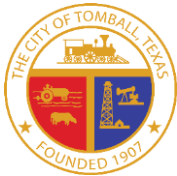


Exhibit E

City of Tomball

Sole Source Justification Form

For Internal Use Only

A sole source procurement is the acquisition of a good, service, professional service or public work in which there is only one source. Sole source procurement shall be avoided, except when no available alternative sources exist. Sole source procurements require the approval of the City Council for purchases over \$~~10050~~0,000.

*An Original Sole Source Letter from the Vendor **MUST** be attached with the Sole Source Justification Form.*

Department: _____ Date: _____

Proposed Source:

Suppliers Name:
Contact Name:
Email:
Phone Number:

Justification for this Sole Source:

--

Efforts made to find other Sources:

--

Proposed Source: Describe the good or service including details of model number or software version and what/where the service will be performed. Provide Scope of Work if applicable:

--

Prepared By: _____ Date: _____

Department Head: _____ Date: _____

Finance Director: _____ Date: _____

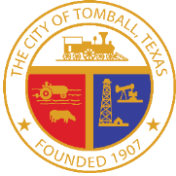


Exhibit F

City of Tomball

Emergency Purchase Justification Form

For Internal Use Only

Emergency purchase when a public calamity requires immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality, or to protect public health, welfare, or safety, or necessary because of unforeseen damage to public machinery or property.

Emergency procurements shall be avoided, except when no reasonable alternative approach exist. Emergency purchases require ratification of the purchase by City Council for expenditures exceeding \$~~10050~~,000.

Department: _____ Date of Purchase: _____

Nature, cause of the emergency: Explain what emergency or cause situation to exist.

Financial/Operation Damage: Explain the damage that would occur if this purchase was not made immediately.

Reason purchase was not anticipated: Explain why the need was not anticipated, and occurred through normal procedures.

Requested By _____ Date _____

Department Head _____ Date _____

Finance Director _____ Date _____

City Management _____ Date _____

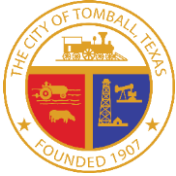


Exhibit G

City of Tomball

Exemption from Competitive Bidding Form

This form is used to request exemption from the City of Tomball and Federal requirements for competition in purchasing. The requirement for competition starts at any purchase of \$3,000.00 or more. ~~Exemptions from Competitive Bid procurements require the approval of the City Council for purchases over \$50,000.~~

Department	
Department Requestor	
Description of Product/Service	
Total Cost of the Purchase or for the Entire term of the Contract	
Supplier or Contractor Name:	

** NOTE: Supplier's Quotation, Scope of Work, or Detailed Specifications must be attached.*

Define why there is an exemption from Competitive Bidding:

--

Prepared By: _____ Date: _____

Department Head: _____ Date: _____

Finance Director: _____ Date: _____

City Management _____ Date: _____

Exhibit H

PROCEDURE FOR PURCHASING EQUIPMENT AND VEHICLES

All equipment and vehicle purchases must be processed through Finance. Specifications must be forwarded to the Finance Director, or designee, who will be responsible for soliciting bids and authorizing the purchase of vehicles and equipment as approved by either the City Manager or City Council. Approval of the department director is required and approval by the City Council is required if the purchase exceeds \$~~100~~50,000.

1. Identify fleet that needs to be replaced

REPLACEMENT SCHEDULE	
Patrol Vehicles	4 Years or 100,000
Small Field Equipment (Mowers, gators, golf carts and small handheld equipment) < \$20,000	4-6 Years
Administrative Vehicles / Non - Diesel Vehicles	7 Year or 100,000
Diesel Vehicles	10 Years 150,000
Heavy Equipment/ Trailers	15 - 20 Years
Fire Apparatuses	20 Years

2. Identify new fleet to be purchased
3. Generate Specs
4. Obtain three competitive quotations, cooperative contract or BID
5. Verify Funds have been budgeted
6. Finance department will need to review documentation, when approved a unit number will be assigned to each vehicle and equipment.
7. Agenda Data sheet must be created and entered into MuniCode by the Finance department.
8. All Purchases more than \$50,000, either individually or in aggregate, approved during the budget process must still go before City Council for approval
9. Each department will generate their own Purchase Order Requisition Including the following:
 - Vendor Name and Contact Information
 - Department
 - Account Number
 - Shipping Address
 - Detailed Description including Make, Model, Unit Number & Contract #
 - Price
 - Shipping, if applicableAll supporting documents must be attached to the Purchase Order Requisition
 - Specs
 - Competitive Quotations, RFP, RFQ or BID documentation
 - A copy of the agenda item data sheet reflecting council's approval
10. Finance Department shall verify that all required documentation is provided and issue a Purchase Order after all appropriate levels of authorization have been completed.
11. When fleet is received the department shall notate invoice with their signature and forward to the Finance Department for payment.
 - All documentation and manuals (Invoice dated with received date, Certificate of Origin, Vehicle Inspection Report, odometer statement, title application from dealer, etc.)

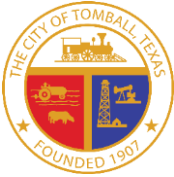


Exhibit I

City of Tomball

Conflict of Interest Disclosure Form

A local government official or Employee must disclose certain relationships with vendors to the City. The official or Employee must file a disclosure statement if the vendor who is contracting or has contracted with the City has:

- A familial relationship with the official;
- An employment of other business relationship with the official or a family member of the official that results in receiving more than \$2,500 of taxable income over a 12-month period; or
- Given the official or family member of the official one or more gifts that have an aggregate value over \$100 in the 12-month period preceding the date the official becomes aware of the contract or potential contract with the City.

Official/Employee Name: _____ Date: _____
Position/Title: _____ Employee Number: _____

☐ I hereby declare that I do not have any relatives or close personal relationships with any vendors who is contracting or has contracted with the City of Tomball.

☐ I hereby declare that I currently have relatives or close personal relationships with a vendor whose name and details are listed below:

Vendor Name	Individual Name	Relationship

Description of Contract(s) or Purchase(s):

Official/Employee Signature: _____ Date: _____

City Management Signature: _____ Date: _____

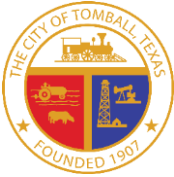


Exhibit J

City of Tomball

Purchase Order Change Order Form

<u>Contract Information</u>			
<u>Vendor/Contractor Name</u>			
<u>Purchase Order Number</u>			
<u>Requesting Department</u>		<u>Date of Request</u>	

<u>Change Order Request Overview</u>	
<u>Reason For Amendment</u>	
<u>Support & Justification Documents</u>	<i>List All Attached Documents Which Support The Requested Change And Justify Any Increased Cost And Time.</i>

<u>Change In Contract/Purchase Order Price</u>	
<u>Original Price of Purchase Order</u>	
<u>Previous Change Orders</u>	
<u>Current Change Order</u>	
<u>Total Purchase Order Price with Approved Change Orders</u>	

<u>Requesting Department Director Authorization</u>			
<u>Name & Title</u>			
<u>Signature</u>		<u>Date</u>	

<u>Finance Director Approval</u>		<u>City Management Approval</u>	
<u>Signature</u>		<u>Signature</u>	
<u>Name</u>		<u>Name</u>	
<u>Date</u>		<u>Date</u>	

Appendix A

Laws and Statutes Governing Procurement

Federal Regulations	
Code of Federal Regulations	Title 2, Subtitle A, Chapter II, Part 200
State Regulations	
Government Code	Chapter 552. Public Information Chapter 573. Degrees of Relationship; Nepotism Prohibitions Chapter 791. Interlocal Cooperation Contracts Chapter 2155. Purchasing: General Rules and Procedures Chapter 2251. Payment for Goods and Services Chapter 2252. Contracts with Governmental Entity Chapter 2253. Public Work Performance and Payment Bonds Chapter 2254. Professional and Consulting Services Chapter 2256. Public Funds Investment Act Chapter 2257. Collateral for Public Funds Chapter 2258. Prevailing Wage Rates Chapter 2259. Self-Insurance by Governmental Units Chapter 2267. Public and Private Facilities and Infrastructure Chapter 2269. Contracting and Delivery Procedures for Construction Projects
Local Government Code	Chapter 105. Depositories for Municipal Funds Chapter 171. Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments Chapter 176. Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information Chapter 252. Purchasing and Contracting Authority of Municipalities Chapter 271. Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments Chapter 272. Sale or Lease of Property by Municipalities, Counties, and Certain Other Local Governments Chapter 273. Acquisition of Property for Public Purposes by Municipalities, Counties, and Other Local Governments Chapter 304. Energy Aggregation Measures for Local Governments
Transportation Code	Chapter 728. Sale or Transfer of Motor Vehicles and Master Keys
Health & Safety Code	Chapter 386. Texas Emissions Reduction Plan
Occupations Code	Chapter 1001. Texas Board of Professional Engineers and Land Surveyors
Labor Code	Chapter 406. Workers' Compensation Insurance Coverage

Appendix B
City of Tomball
City Charter & Code of Ordinances
Sections Relating to Procurement

Tomball City Charter

Article VI, Section 6.07 – Conflict of Interest in City Contracts

No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services except as provided by State law. Any violation of this Section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the Council may invalidate the contract involved.

Article VI, Section 6.08 – Mayor and Mayor Pro-Tem

The Mayor shall be the official head of the City government. The Mayor shall be the Chairman and shall preside at all meetings of the Council. The Mayor shall see that all ordinances, bylaws and resolutions of the Council are faithfully obeyed and enforced. The Mayor shall, when authorized by the Council, sign all official documents such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. The Mayor shall appoint special committees as he deems advisable, subject to approval by Council, or as instructed by the Council. The Mayor shall perform such other duties consistent with this Charter or as may be imposed upon him by Council.

The Council, at its first meeting after the election of Councilmen, shall elect one of its members Mayor Pro-Tem, and he shall perform all the duties of the Mayor in the absence or disability of the Mayor. The Mayor Pro-Tem shall retain his voting privileges when acting in the absence of the Mayor.

Article VII, Section 7.01 – City Manager

A. Appointment and Qualifications. The Council shall appoint an administrative and executive officer of the City who shall be responsible to the Council for the administration of all the affairs of the City. He shall be chosen by the Council solely on the basis of his executive and administrative training, experience and ability. No member of the Council shall, during the time for which he is elected and for one year thereafter, be appointed City Manager.

B. Term and Salary.

(1) The City Manager shall be appointed for a term not to exceed two years by a majority vote of the entire Council. The appointment shall be secured through an explicit contractual agreement which shall protect the rights of both the Council and the City Manager.

(2) The City Manager shall receive compensation as may be fixed by the Council.

C. Duties of the City Manager. The City Manager shall:

(1) Be responsible to the Council for the efficient and economical administration of the City government. He shall have the authority, with the approval of the Council, to appoint and remove all department heads. He shall have the authority to appoint and remove all

other employees in the administrative service of the City. He may authorize the head of a department to appoint and remove subordinates in his respective department. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager.

(2) Prepare the budget annually and submit it to the Council and be responsible for its administration after adoption.

(3) Prepare and submit to the Council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.

(4) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.

(5) Perform such duties as may be prescribed by this Charter or may be required of him by the Council, not inconsistent with this Charter.

(6) Prepare a written report to the Council, first in 2019, and thereafter at intervals not exceeding five years, as to the need for revision of the city Charter, with special attention given to conflicts, if any, between the Charter and state law and recommending such amendments to the Charter as may seem necessary for legal, administrative, or other reasons.

Article VII, Section 7.02 – Assistant City Manager

The City Manager, with the approval of the Council, may appoint an Assistant City Manager. Such Assistant City Manager shall have all of the powers and duties as delineated by his job description, and in the event of the absence or disability of the City Manager, he shall fill all the duties of the City Manager.

Article VII, Section 7.05 – Finance Director

There shall be a Finance Director for the City. The City Manager, with the approval of the Council, shall appoint a Finance Director and such assistants as the Council shall deem advisable. The Finance Director shall perform the duties delegated to him by the City Manager and those which may be imposed upon him by the laws of the State of Texas.

Article VIII, Section 8.16 – Purchase Procedure

All purchases made and contracts executed by the City shall be pursuant to the laws established by the State of Texas.

Article VIII, Section 8.17 – Disbursement of Funds

All checks, vouchers or warrants for the withdrawal of money from the City Depository shall be signed by the City Manager and countersigned by the City Secretary or the Finance Director. In the absence of the City Manager, the Mayor, or the Mayor Pro-Tem in the absence of the Mayor, may sign.

Code of Ordinances

Chapter 2 Administration, Article II City Council, Division 1 Generally, Section 2-20 – Conflicts of Interest

No member of the city council shall be the surety of any person having any contract, work or business with the city, for the performance of which security may be required, nor be security on the official bond of any officer of the city.

Chapter 2 Administration, Article II City Council, Division 2 Mayor, Section 2-57 – Sign Various Instruments

The mayor shall officially sign all warrants upon the city treasury, and all notes, bonds, contracts and obligations in writing entered into by the city. It shall be his duty to see that all contracts with the city are faithfully performed by the contractors.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-210 Declaration of Policy

(a) It is hereby determined by the city council of the city, that the proper operation of government requires that public officers and employees be independent and impartial; that the government's decisions and policies be made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

(b) The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of city officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to ensure the faithful and impartial administration of the city's government.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-211 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City employee means any person employed by the city, including those individuals employed on a part-time basis.

City officer means the mayor, members of the city council, the city manager, city secretary, municipal court judge and clerk, alternate judges, and substitute judges, and each member and alternate member of all of the city boards, commissions and committees.

City official means a city officer or city employee.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-212 Ethical Principles

The following code of ethics for all city officers and employees is adopted. To further the objectives of this code of ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

- (1) Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of the city;

- (2) Recognize that the chief function of local government at all times is to serve the best interests of all of the people;
- (3) Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
- (4) Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council or the city. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
- (5) Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city and city council; and
- (6) Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of the city. It is recognized that certain exceptions are made by the state for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-213 Standards of Conduct

In order to more fully effectuate the policy declared in this code of ethics, to ensure that all city officials act and conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any city official, the following standards of conduct are adopted.

- (1) *Grant of special consideration.* No city official shall grant any special consideration, treatment or advantage to any citizen, individual, business organization or group beyond that which is normally available to every other citizen, individual, business organization or group. This shall not prevent special considerations authorized and granted by the city council for the purpose of creating incentives necessary to secure or retain employees.
- (2) *Appearances on behalf of private interests.* No city official shall represent or appear on behalf of private interests of others before any agency of the city, or any city board, commission, committee or city council concerning any case, project or matter over which the official exercises discretionary authority, nor shall a city official represent any private interest of others in any action or proceeding involving the city, nor voluntarily participate on behalf of others in any litigation to which the city is a party.
- (3) *Appearances by past officials.* No city official, holding a position which involves decision-making, advisory or supervisory responsibility, shall, within 12 months following the end of service with the city, represent or appear on behalf of private interests of others before the city or any agency thereof concerning any case, project, or matter over which the official has exercised discretionary authority.
- (4) *Securing special privileges.* No city official shall use his official position to secure special privilege or exemption for himself or others.
- (5) *Gifts.* No city official shall accept or solicit any gift or favor that could reasonably tend to influence that individual in the discharge of official duties or that the official knows or should know has been offered with the intent to influence or reward official conduct.
- (6) *Disclosure or use of confidential information.* No city official shall disclose any confidential information gained by reason of his office or employment with the city, concerning any property, operation, policy or affair of the city, or use such confidential

information to advance any personal interest, financial or otherwise, of such official or others.

(7) *Incompatible outside activities.* No city official shall engage in any outside activity which will conflict with, or be incompatible with, the city office or employment.

(8) *Incompatible employment.* No city official shall accept outside employment which is incompatible with the full and proper discharge of his duties and responsibilities with the city, or which might impair his independent judgment in the performance of his public duty.

(9) *Use of city property for personal use.* No city official shall use city supplies, equipment, vehicles or facilities for any purpose other than the conduct of official city business, unless otherwise specifically provided for by law, ordinance or city policy.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-214 State Laws Governing Conduct

(a) *Conflicts of interest.*

(1) Pursuant to V.T.C.A., Local Government Code, ch. 171, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the city secretary, and is required to abstain from any further participation in the matter if:

- a. The proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- b. It is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.

(2) A substantial interest in a business entity exists when the official:

- a. Owns ten percent or more of the voting stock or shares of the business entity;
- b. Owns ten percent or more or \$5,000.00 or more of the fair market value of the business entity; or
- c. Has received from the business entity funds which exceed ten percent of the official's gross income for the prior year.

(3) A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of \$2,500.00 or more.

(4) A local public official means a member of the city council or other official of the city, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.

(5) It is an offense for a local public official to act as a surety for a business entity that is contracting with the city, or to act a surety on any official bond required of an officer of the city. State Law reference— Similar provisions V.T.C.A., Local Government Code § 171.003.

(6) A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest. State Law reference— Similar provisions, V.T.C.A., Local Government Code § 171.002(c).

(7) The provisions of V.T.C.A., Local Government Code, ch. 171, are in addition to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

(b) *Bribery*. It is unlawful for a city official to accept or agree to accept:

- (1) Any benefit as consideration for a decision, opinion, recommendation, vote or other exercise of discretion as a public servant;
- (2) Any benefit as consideration for a decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding; or
- (3) Any benefit as consideration for a violation of a duty imposed by law on a public servant. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.02.

(c) *Gifts to public servants*.

- (1) It is unlawful for a city official to solicit, accept or agree to accept any benefit from a person the official knows is subject to regulation, inspection or investigation by the official or the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(a).
- (2) In the event of litigation involving the city, it is unlawful for any city official to solicit, accept or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(c).
- (3) It is unlawful for a city official who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(d).
- (4) It is unlawful for a city official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.08(e).
- (5) Exceptions to gifts to public servants. The provisions of V.T.C.A., Penal Code § 36.08, described in subsections (c)(1) thru (4) of this section, do not apply to:
 - a. Fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the official has given legitimate consideration;
 - b. Gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the city;
 - c. Certain honorariums in consideration of legitimate services;
 - d. Benefits consisting of food, lodging, transportation or entertainment accepted as a guest and reported as required by law; or
 - e. Benefits for which statements must be filed pursuant to V.T.C.A., Election Code §§ 251.011 and 251.012, if the benefit and source of any benefit exceeding

\$50.00 is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the city. State Law reference— Similar provisions, V.T.C.A., Penal Code § 36.10.

(d) *Tampering with governmental records.* It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove or otherwise impair the verity, legibility or availability of a governmental record. State Law reference— Similar provisions, V.T.C.A., Penal Code, § 37.10.

(e) *Impersonating public servant.* It is unlawful for any person to impersonate a city official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts. State Law reference— Similar provisions, V.T.C.A., Penal Code § 37.11.

(f) *Misuse of official information.* It is unlawful for a city official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.03.

(g) *Disrupting meeting or procession.* It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance. State Law reference— Similar provisions, V.T.C.A., Penal Code § 42.05.

(h) *Official oppression.* It is unlawful for a city official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.02.

(i) *Official misconduct.* It is unlawful for a city official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office or employment. State Law reference— Similar provisions, V.T.C.A., Penal Code § 39.01.

(j) *Nepotism.* The following provisions shall apply:

(1) It is unlawful for any city official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been

continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree:

- a. At least 30 days, if the officer or member is appointed; or
- b. At least six months, if the officer or member is elected.

(2) When a person is allowed to continue in an office, position or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees. Charter reference— Similar provisions, [§ 6.05](#). State Law reference— Similar provisions, V.T.C.A., Government Code § 573.041.

(k) *Disclosure of interest in property.* It is unlawful for a city official, or a person elected, appointed or employed as a city official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten days prior to the acquisition. Charter reference— Conflict of interest in city contracts, [§ 6.07](#). State Law reference— Similar provisions, V.T.C.A., Government Code § 553.02.

Chapter 2 Administration, Article III Officers and Employees, Division 5 Code of Ethics, Section 2-215 Violations

(a) Any person violating any standard contained in [section 2-213](#) shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$500.00. Each day of violation shall constitute a separate offense.

(b) Penalties for violations of conduct described in [section 2-214](#) are as set forth in the applicable statutory provision.

Appendix C

Approved Purchasing Cooperatives

Buyboard National Purchasing Cooperative

1Government Procurement Alliance (1GPA)

Texas Department of Information Resources (DIR)

Sourcewell ID #124317

Houston- Galveston Area Council Cooperative Purchasing Program (H-GAC)

National Purchasing Partners- Government Division (NPPGov)

- Member # 5708546 Market Street
- Member # 5708547 Rudel Drive

Texas Smart Buy – M1012

OMNIA Partners Cooperative Purchasing Program

U.S. General Services Administration (GSA)

TIPS -USA

Choice Partners

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: August 4, 2025

Topic:
Workshop Discussion Only - Approve Resolution No. 2025-36, a Resolution of the City of Tomball, Texas, Adopting the City of Tomball’s Fiscal Year 2026-2030 Capital Improvement Plan.

Background:

The Fiscal Year 2026-2030 Capital Improvement Plan (CIP) was created to provide a multi-year planning document for capital projects. The CIP will be formally updated on an annual basis.

Origination: Finance Director

Recommendation:

Adopt Resolution No. 2025-36

Party(ies) responsible for placing this item on agenda: Jessica Rogers, Assistant City Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: No: If yes, specify Account Number: #
If no, funds will be transferred from account # To account #

Signed	Jessica Rogers	7/30/2025	Approved by	
	Staff Member	Date		City Manager
				Date

RESOLUTION NO. 2025-36

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
APPROVING THE FISCAL YEAR 2026-2030 CAPITAL
IMPROVEMENT PLAN.**

* * * * *

WHEREAS, the Capital Improvement Plan for the City of Tomball is a foundational planning document for the City Council that guides the construction and funding of capital infrastructure projects; and

WHEREAS, the City Council received recommendations from the City Manager regarding proposed capital infrastructure projects and discussed the proposed FY 2026-2030 Capital Improvement Plan at the July 21 and July 23, 2025 Special City Council Workshops; and

WHEREAS, the Tomball City Council wishes to adopt a Capital Improvement Plan for Fiscal Year 2026-2030 to provide guidance and direction for future capital infrastructure projects; **NOW, THEREFORE**

BE IT ORDAINED 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. The Fiscal Year 2026-2030 Capital Improvement Plan is hereby adopted, a copy of which is attached hereto as Exhibit “A” and incorporated herein.

PASSED, APPROVED, AND RESOLVED this 18th day of August 2025.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City of Tomball
Capital Improvement Plan - Project Expenditures
COMPLETED PROJECTS

Project No.	Category	Project Name	FY 2025 & Prior	FY 2026-2030 PROJECTS					
				FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
235	Police	Malone Lot	378,689	-	-	-	-	-	-
		Total Police	\$ 378,689	\$ -	\$ -	\$ -	\$ -	\$ -	-
237	Parks	Juergens Inclusive Playground	837,483	-	-	-	-	-	-
258	Parks	Matheson Park Improvements - Phase 2	881,374	-	-	-	-	-	-
		Total Parks	\$ 1,718,857	\$ -	\$ -	\$ -	\$ -	\$ -	-
224	Streets	Alley Improvement - Phase 1	1,693,113	-	-	-	-	-	-
250	Streets	N. Sycamore St. Parking	457,069	-	-	-	-	-	-
253	Streets	North Star Drainage	198,820	-	-	-	-	-	-
254	Streets	Anna Street Drainage Improvements	131,800	-	-	-	-	-	-
255	Streets	Southmore Drainage Improvements	112,961	-	-	-	-	-	-
		Total Streets	\$ 2,593,763	\$ -	\$ -	\$ -	\$ -	\$ -	-
260	Water	Well 5 Rehabilitation	391,140	-	-	-	-	-	-
261	Water	Pine Street Well #2 Rehabilitation	394,571	-	-	-	-	-	-
		Total Water	\$ 785,711	\$ -	\$ -	\$ -	\$ -	\$ -	-
256	Wastewater	Rudolph Road SS Extension	195,843	-	-	-	-	-	-
		Total Wastewater	\$ 195,843	\$ -	\$ -	\$ -	\$ -	\$ -	-
249	Gas	Cherry Street Gas Main Replacement	450,998	-	-	-	-	-	-
		Total Gas	\$ 450,998	\$ -	\$ -	\$ -	\$ -	\$ -	-
		Total	\$ 6,123,861	\$ -	\$ -	\$ -	\$ -	\$ -	-

Capital Improvement Project

Project Name	Malone Lot
Project Number	235
Priority	High
Department	400-121 Police
Description/Justification	
Upgrades to the Police Department evidence lot at 712 Malone St. The upgrades included adding a 9' chain-link fence with barbed wire on top, an automated gate, and an awning to protect the property on the lot. The project also included laying a slab of concrete and adding a 4-walled covered evidence processing structure.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture/Survey	\$ 9,498	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,498
Construction	\$ 369,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 369,191
TOTAL COST	\$ 378,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 378,689
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfer from Seizure Fund	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Transfer from General Fund	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Unobligated General Capital Funds	\$ 78,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78,689
TOTAL FUNDING	\$ 378,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 378,689

Capital Improvement Project

Project Name	Juergens Park Inclusive Playground
Project Number	237
Priority	Medium
Department	400-153 Parks
Description/Justification	
Design and construction of an inclusive playground at Juergens Park.	
Project was funded by General Fund and TEDC contributions, donations in honor of Louie Munson, and ARPA funds.	




	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Construction	\$ 835,738	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 835,738
Other	\$ 1,745	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,745
TOTAL COST	\$ 837,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837,483

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfer from General Fund	\$ 83,693	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 83,693
Tomball EDC Contribution	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Donations	\$ 215,224	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 215,224
ARP Funds	\$ 338,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 338,566
TOTAL FUNDING	\$ 837,483	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837,483

Capital Improvement Project


Project Name	Matheson Park Improvement Phase 2
Project Number	258
Priority	Low
Department	400-153 Parks
Description/Justification	
Phase two improvements at Jerry Matheson Park included shade structures for the new playground, adequate storage for the pool area to house chemicals and supplies, and additional parking.	

A photograph of a playground at Jerry Matheson Park. The playground features a large green shade structure supported by yellow poles. There are blue slides and other play equipment visible. The area is enclosed by a black fence, and there is a grassy area in the foreground. In the background, there are trees and a building.

PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ 881,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 881,374
TOTAL COST	\$ 881,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 881,374

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
ARPA Funds	\$ 701,589	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,589
Grant (Centerpoint)	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000
General Fund Unobligated	\$ 19,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,785
TOTAL FUNDING	\$ 881,374	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 881,374


Capital Improvement Project

Project Name	Alley Improvement Phase 1	
Project Number	224	
Priority	High	
Department	400-154-Streets	
Description/Justification		
To improve walkability in the downtown area, an Alley Improvement project was proposed for the 100 blocks north and south, 300 and 400 blocks north and south, and 200 block north.		
The project included repaving the alley areas and improving sidewalks to enhance the pedestrian experience.		

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Land/Site/Survey	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Engineering/Architecture	\$ 277,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 277,188
Construction	\$ 1,412,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,412,690
Misc.	\$ 2,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,485
TOTAL COST	\$ 1,693,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,693,113

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfers from General Fund	\$ 915,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 915,813
Transfers from Enterprise Fund	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Tomball EDC Contribution	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000
Unobligated General Capital Funds	\$ 27,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,300
TOTAL FUNDING	\$ 1,693,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,693,113


Capital Improvement Project

Project Name	N. Sycamore Parking
Project Number	250
Priority	Medium
Department	400-154-Streets
Description/Justification	
Project has widened North Sycamore Street to enhance drivability and add additional parking on the east side of downtown. The project added approximately 40-50 parking spots with the additional width of pavement, parking area, and retaining wall.	
	

PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ 8,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,525
Engineering/Architecture	\$ 72,769	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,769
Construction	\$ 370,482	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 370,482
Other	\$ 5,293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,293
TOTAL COST	\$ 457,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,069


FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Certificate of Obligation - 2023	\$ 457,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,069
TOTAL FUNDING	\$ 457,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,069

Capital Improvement Project

Project Name	North Star Drainage Improvements	
Project Number	253	
Priority	High	
Department	400-154-Streets/Drainage	
Description/Justification	Design and construction of a retaining wall along the drainage channel located behind North Star Estates due to wall failure.	

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 59,193	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,193
Construction	\$ 139,627	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139,627
TOTAL COST	\$ 198,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 198,820
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Unobligated General Capital Funds	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Medical Complex Unobligated Bond Funds	\$ 138,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,820
TOTAL FUNDING	\$ 198,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 198,820

Capital Improvement Project

Project Name	Anna Street Drainage Improvements							
Project Number	254							
Priority	High							
Department	400-154-Streets/Drainage							
Description/Justification								
Drainage improvements along Anna Street extending to South Cherry Street to enhance conveyance/capacity.								
								
PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ 131,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,800
TOTAL COST	\$ 131,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,800
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Medical Complex Unobligated Bond Funds	\$ 131,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,800
TOTAL FUNDING	\$ 131,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131,800

Capital Improvement Project

Project Name	Southmore Drainage Improvements
Project Number	255
Priority	High
Department	400-154-Streets/Drainage
Description/Justification	
Drainage improvements along Southmore Street extending to South Cherry Street to enhance conveyance/capacity.	
Project is completed and excess funding was moved to General Fund Unobligated.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Construction	\$ 112,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,961
TOTAL COST	\$ 112,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,961

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Medical Complex Unobligated Bond Funds	\$ 105,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000
General Fund Unobligated	\$ 7,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,961
TOTAL FUNDING	\$ 112,961	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,961

Capital Improvement Project

Project Name	Well 5 Rehabilitation
Project Number	260
Priority	High
Department	400-613-Water
Description/Justification	
A full rehabilitation of Well 5 was completed to include cleaning, survey, inspection, pump rebuild/replacement, motor rebuild/replacement, and internal components replacement. The rehabilitation gained a 15% increase in pumping capacity following completion.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ 391,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,140
TOTAL COST	\$ 391,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,140

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Transfer from Enterprise Fund	\$ 391,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,140
TOTAL FUNDING	\$ 391,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 391,140

Capital Improvement Project

Project Name	Pine St. Well #2 Rehabilitation
Project Number	261
Priority	High
Department	400-613-Water
Description/Justification	
A rehabilitation was completed based on available data and the performance testing conducted in December 2023, and recommendations to upsize the shaft size to safely accomodate increased performance was completed.	
By completing the rehabilitation, the well increased the pumping from 1,438 gallons per minute (gpm) to 1,800 gpm.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Construction	\$ 394,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,571
TOTAL COST	\$ 394,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,571
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
2022 Certificates of Obligation Funds	\$ 394,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,571
TOTAL FUNDING	\$ 394,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 394,571

Capital Improvement Project

Project Name	Rudolph Road South Sanitary Sewer Extension
Project Number	256
Priority	High
Department	400-614 Sewer
Description/Justification	
Design and construction of approximately 1,000 LF of sanitary sewer along the west side of Rudolph Road north from E. Hufsmith.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 47,449	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,449
Construction	\$ 148,394	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,394
TOTAL COST	\$ 195,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,843
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfer from Enterprise Fund	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Sewer Capital Recovery (Impact Fees)	\$ 145,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,843
TOTAL FUNDING	\$ 195,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 195,843

Capital Improvement Project

Project Name	Cherry Street Gas Main Replacement
Project Number	249
Priority	High
Department	400-615-Gas
Description/Justification	
Implement required system improvements by converting steel lines to poly, per the Texas Railroad Commission which requires natural gas providers to improve 8% if their steel lines and components annually.	
The City owns and operates approximately 2 miles of steel gas lines. A steel gas line replacement was completed on Cherry Street, approximately 1.5 miles, following the completion of the design by Kimley Horn.	
Capital project was for construction cost only, as all other cost related to the design has been paid from the base budget.	




	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Survey/Land	\$ 6,657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,657
Construction	\$ 444,341	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444,341
TOTAL COST	\$ 450,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,998
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Unobligated Enterprise Funds	\$ 50,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,998
FY2024 Transfer from Enterprise Fund	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000
FY 2025 Transfer from Enterprise Fund	\$ 50,000	\$ -					\$ -	\$ 50,000
TOTAL FUNDING	\$ 450,998	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,998

City of Tomball
Capital Improvement Plan - Project Expenditures
ACTIVE/APPROVED PROJECTS
FY 2026 - 2030

Project No.	Category	Project Name	FY 2025 & Prior	FY 2026-2030 PROJECTS					
				FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	
264	Parks	Depot Antique Train Installation	102,055	-	-	-	-	-	-
Total Parks			\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	-
207	Streets	FM 2920 Reconstruction	147,211	-	1,500,000	4,000,000	3,012,489	-	-
241	Streets	Baker Street Sidewalks (FY 2024)	196,641	47,981	-	-	-	-	-
259	Streets	N. Elm Street Parking	43,000	905,802	-	-	-	-	-
265	Streets	Alley Amenities	368,064	40,000	-	-	-	-	-
266	Streets	S. Persimmon & Timkin Street Improvements	35,000	2,965,000	-	-	-	-	-
267	Streets	N. Cherry Street Storm Sewer Improvements	25,000	1,975,000	-	-	-	-	-
268	Streets	Carrell & Lovett Storm Sewer Improvements	25,000	1,975,000	-	-	-	-	-
269	Streets	M121 Reconstruction to Hardin Ditch	25,000	1,208,350	-	-	-	-	-
270	Streets	M118 Channel Improvements - Phase 1	50,000	1,120,145	329,855	-	-	-	-
NEW	Streets	North Star Drainage Improvements - Bearing Star Lane	5,000	188,337	-	-	-	-	-
PROPOSED	Streets	Hampton Place Storm Sewer Improvements	-	83,492	723,508	-	-	-	-
Total Streets			\$ 914,916	\$ 10,237,278	\$ 1,829,855	\$ 4,000,000	\$ 3,012,489	\$ -	-
234	Water	Grand Parkway Elevated Storage Tank	5,680,550	-	-	-	-	-	-
239	Water	East Water Plant	2,127,021	17,000,000	418,979	-	-	-	-
247	Water	Baker Drive Water Plant	5,674,857	5,000,000	-	-	-	-	-
251	Water	W. Hufsmith 16" Water Line	694,677	1,862,323	-	-	-	-	-
257	Water	16" Water Line Along SH 249	324,150	4,302,942	-	-	-	-	-
262	Water	Oak & Clayton Water Line	190,000	200,803	-	-	-	-	-
NEW	Water	School Street Water Well Rehabilitation	-	355,000	-	-	-	-	-
NEW	Water	Water Plants Electrical Maintenance & Repairs	-	170,000	-	-	-	-	-
Total Water			\$ 14,691,255	\$ 28,891,068	\$ 418,979	\$ -	\$ -	\$ -	-
220	Wastewater	FM 2920 Lift Station Consolidation	4,775,105	10,698,995	-	-	-	-	-
242	Wastewater	South WWTP Expansion	12,866,603	37,455,838	16,430,986	3,678,977	-	-	-
Total Wastewater			\$ 17,641,708	\$ 48,154,833	\$ 16,430,986	\$ 3,678,977	\$ -	\$ -	-
217	Combined Utility	SCADA	227,984	207,705	-	-	-	-	-
240	Combined Utility	Telge Easement Acquisition	-	1,500,000	-	-	-	-	-
Total Combined Utility			\$ 227,984	\$ 1,707,705	\$ -	\$ -	\$ -	\$ -	-
Total, Excluding New City Facilities			\$ 40,075,418	\$ 91,293,384	\$ 27,679,820	\$ 13,193,977	\$ 73,012,489	\$ -	-
248	Facilities	New City Facilities	6,497,500	2,302,500	9,000,000	5,515,000	70,000,000	-	-
Total Facilities			\$ 6,497,500	\$ 2,302,500	\$ 9,000,000	\$ 5,515,000	\$ 70,000,000	\$ -	-
Total, Including New City Facilities			\$ 46,572,918	\$ 93,595,884	\$ 36,679,820	\$ 18,708,977	\$ 143,012,489	\$ -	-

Capital Improvement Project

Project Name	Depot Antique Train Installation																																											
Project Number	264																																											
Priority	Low																																											
Department	400-153 Parks																																											
Description/Justification																																												
Installation of donated antique train items at the Depot, donation agreement approved by City Council on April 15, 2024 for:																																												
<ul style="list-style-type: none">•Double control box semaphore signal•Base mast semaphore signal•Wig-wag signal•Dual searchlight signal•Dual light road crossing signal																																												
																																												
<table><tr><td></td><td>FY 2025 & Prior</td><td>FY 2026 Budget</td><td>FY 2027 Budget</td><td>FY 2028 Budget</td><td>FY 2029 Budget</td><td>FY 2030 Budget</td><td>5-Year Total</td><td>Total Project Cost</td></tr><tr><td>PROJECT COSTS</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Construction</td><td>\$ 102,055</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 102,055</td></tr><tr><td>TOTAL COST</td><td>\$ 102,055</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 102,055</td></tr></table>										FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost	PROJECT COSTS									Construction	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055	TOTAL COST	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost																																				
PROJECT COSTS																																												
Construction	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055																																				
TOTAL COST	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055																																				
<table><tr><td></td><td>FY 2025 & Prior</td><td>FY 2026 Budget</td><td>FY 2027 Budget</td><td>FY 2028 Budget</td><td>FY 2029 Budget</td><td>FY 2030 Budget</td><td>5-Year Total</td><td>Total Funding</td></tr><tr><td>FUNDING SOURCES</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>ARPA Funds</td><td>\$ 102,055</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 102,055</td></tr><tr><td>TOTAL FUNDING</td><td>\$ 102,055</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ -</td><td>\$ 102,055</td></tr></table>										FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding	FUNDING SOURCES									ARPA Funds	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055	TOTAL FUNDING	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding																																				
FUNDING SOURCES																																												
ARPA Funds	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055																																				
TOTAL FUNDING	\$ 102,055	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,055																																				

Capital Improvement Project

Project Name	FM 2920 Reconstruction (Main Street)
Project Number	207
Priority	High
Department	400-154-Streets
Description/Justification	
TxDOT/HGAC TIP Grant for the reconstruction of FM 2920/Main Street with City participation of \$3,159,700, plus any additional amenities or work required.	
Expenditure for fiscal year 2027 is for construction cost for relocating utilities along FM 2920 throughout the identified project location (SH 249 to Willow Street) and continuing to Snook Lane.	
The estimated cost for the specialty grown trees is \$1.5 million, and could occur in fiscal year 2025 if the City elects to pre-procure the trees.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 147,211	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,211
Landscaping/Enhancements	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 3,012,489	\$ -	\$ 4,512,489	\$ 4,512,489
Construction	\$ -	\$ -	\$ -	\$ 4,000,000		\$ -	\$ 4,000,000	\$ 4,000,000
TOTAL COST	\$ 147,211	\$ -	\$ 1,500,000	\$ 4,000,000	\$ 3,012,489	\$ -	\$ 8,512,489	\$ 8,659,700
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfers from General Fund	\$ 3,159,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,159,700
Tomball EDC Contribution (Utility Relocates)	\$ -	\$ -	\$ -	\$ 4,000,000	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000
Tomball EDC Contribution (Trees)		\$ -	\$ 1,500,000				\$ 1,500,000	\$ 1,500,000
TOTAL FUNDING	\$ 3,159,700	\$ -	\$ 1,500,000	\$ 4,000,000	\$ -	\$ -	\$ 5,500,000	\$ 8,659,700

Capital Improvement Project

Project Name	Baker Street Sidewalk (FY 24 Sidewalk)
Project Number	241
Priority	Low
Department	400-154-Streets
Description/Justification	
Design and construction of sidewalks as part of the annual Sidewalk Program along Baker Drive connecting to FM 2920 to Hicks Street for enhanced safety for pedestrians.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 73,355	\$ 6,385	\$ -	\$ -	\$ -	\$ -	\$ 6,385	\$ 79,740
Construction	\$ 123,286	\$ 41,596	\$ -	\$ -	\$ -	\$ -	\$ 41,596	\$ 164,882
TOTAL COST	\$ 196,641	\$ 47,981	\$ -	\$ -	\$ -	\$ -	\$ 47,981	\$ 244,622
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfer from General Fund	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Transfer from General Fund Unobligated	\$ 44,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,622
TOTAL FUNDING	\$ 244,622	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 244,622


Capital Improvement Project

Project Name	N. Elm St. Parking
Project Number	NEW
Priority	Medium
Department	400-154-Streets
Description/Justification	
Partner with BNSF to lease the land north of Houston Street along Elm Street to provide additional parking in the downtown area. The proposed project will provide approximately 120-140 parking spaces, for daily use and events.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Engineering/Architecture	\$ 40,000	\$ 159,802	\$ -	\$ -	\$ -	\$ -	\$ 159,802	\$ 199,802
Construction	\$ -	\$ 746,000	\$ -		\$ -	\$ -	\$ 746,000	\$ 746,000
TOTAL COST	\$ 43,000	\$ 905,802	\$ -	\$ -	\$ -	\$ -	\$ 905,802	\$ 948,802
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
2023 Certificates of Obligation Funds	\$ 43,000	\$ 905,802	\$ -	\$ -	\$ -	\$ -	\$ 905,802	\$ 948,802
TOTAL FUNDING	\$ 43,000	\$ 905,802	\$ -	\$ -	\$ -	\$ -	\$ 905,802	\$ 948,802

Capital Improvement Project

Project Name	Alley Amenities	
Project Number	265	
Priority	Medium	
Department	400-154-Streets	
Description/Justification		
Installation of Alley Amenities following construction of the Alley Improvements to include entry monument signage, lighting, landscaping, and dumpster enclosures		

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Survey/Geotech	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250
Construction	\$ 365,814	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 405,814
TOTAL COST	\$ 368,064	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 408,064

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
TEDC Transfer	\$ 365,814	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 405,814
General Fund Unobligated	\$ 2,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250
TOTAL FUNDING	\$ 368,064	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 408,064

Capital Improvement Project

Project Name	S. Persimmon & Timkin Street Improvements (Design Only)
Project Number	266
Priority	High
Department	400-154-Streets
Description/Justification	
Community Project Funding Grant was awarded for \$2,000,000 for the engineering of the proposed project. The project includes utility and drainage improvements, widening of S. Persimmon Street from FM 2920 south to Lizzie Lane, and the extension of Timkin.	
No funding has been allocated for construction.	

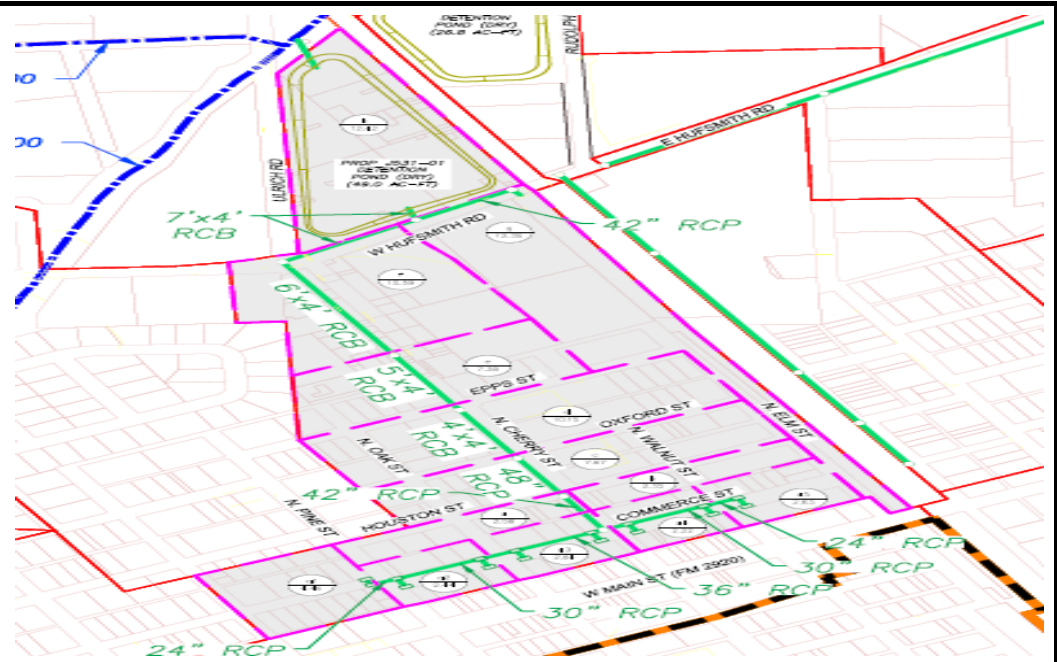


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consulting	\$ 10,000	\$ 116,300	\$ -	\$ -	\$ -	\$ -	\$ 116,300	\$ 126,300
Engineering/Architecture	\$ 25,000	\$ 2,848,700	\$ -	\$ -	\$ -	\$ -	\$ 2,848,700	\$ 2,873,700
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ 35,000	\$ 2,965,000	\$ -	\$ -	\$ -	\$ -	\$ 2,965,000	\$ 3,000,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Commuinty Project Funding Grant (FY 2024)	\$ 35,000	\$ 2,965,000	\$ -	\$ -	\$ -	\$ -	\$ 2,965,000	\$ 3,000,000
TOTAL FUNDING	\$ 35,000	\$ 2,965,000	\$ -	\$ -	\$ -	\$ -	\$ 2,965,000	\$ 3,000,000

Capital Improvement Project

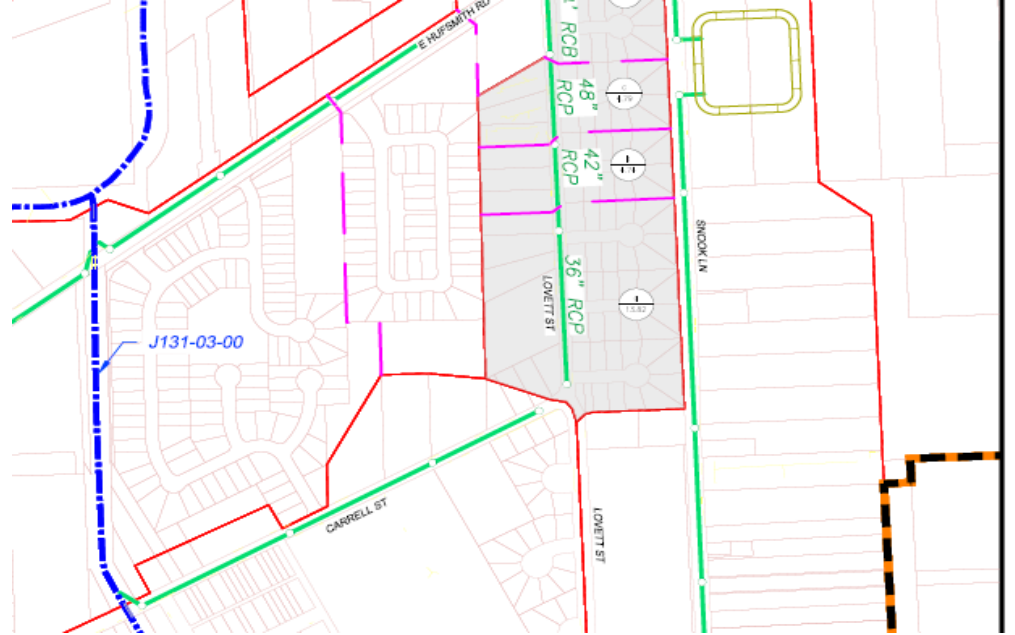
Project Name	N Cherry Street Storm Sewer Improvements (Design Only)
Project Number	267
Priority	High
Department	400-154-Streets
Description/Justification	
Community Project Funding (CPF) Grant was awarded (but not yet received) for engineering and partial construction.	
Proposed project will provide local flood relief for Old Town by adding conveyance capacity by constructing storm sewer and roadside ditch interceptors along N. Cherry Street to J531-01 (North Cherry/Ulrich and W. Hufsmith Road - north of Wayne Stovall Sports Complex).	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Consulting	\$ 5,000	\$ 79,200	\$ -	\$ -	\$ -	\$ -	\$ 79,200	\$ 84,200
Engineering/Architecture	\$ 20,000	\$ 1,895,800	\$ -	\$ -	\$ -	\$ -	\$ 1,895,800	\$ 1,915,800
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Community Project Funding Grant (FY 2024)	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000
TOTAL FUNDING	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000

Capital Improvement Project

Project Name	Carrell & Lovett Storm Sewer Improvements (Design Only)
Project Number	268
Priority	High
Department	400-154-Streets
Description/Justification	
Community Project Funding (CFP) grant awarded (but not yet received) for \$2,000,000.	
Proposed project will relieve local flooding and provide conveyance capacity proposing to construct storm sewer along Carrell Street from Lovett Street to J131-03-00 (Boggs Gully) and along Lovett Street to Hufsmith Road.	
Carrell St and Lovett St project identified in the master plan were combined due to grant funding received.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Consulting	\$ 5,000	\$ 79,200	\$ -	\$ -	\$ -	\$ -	\$ 79,200	\$ 84,200
Engineering/Architecture	\$ 20,000	\$ 1,895,800	\$ -	\$ -	\$ -	\$ -	\$ 1,895,800	\$ 1,915,800
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Community Project Funding Grant (FY 2024)	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000
TOTAL FUNDING	\$ 25,000	\$ 1,975,000	\$ -	\$ -	\$ -	\$ -	\$ 1,975,000	\$ 2,000,000

Capital Improvement Project

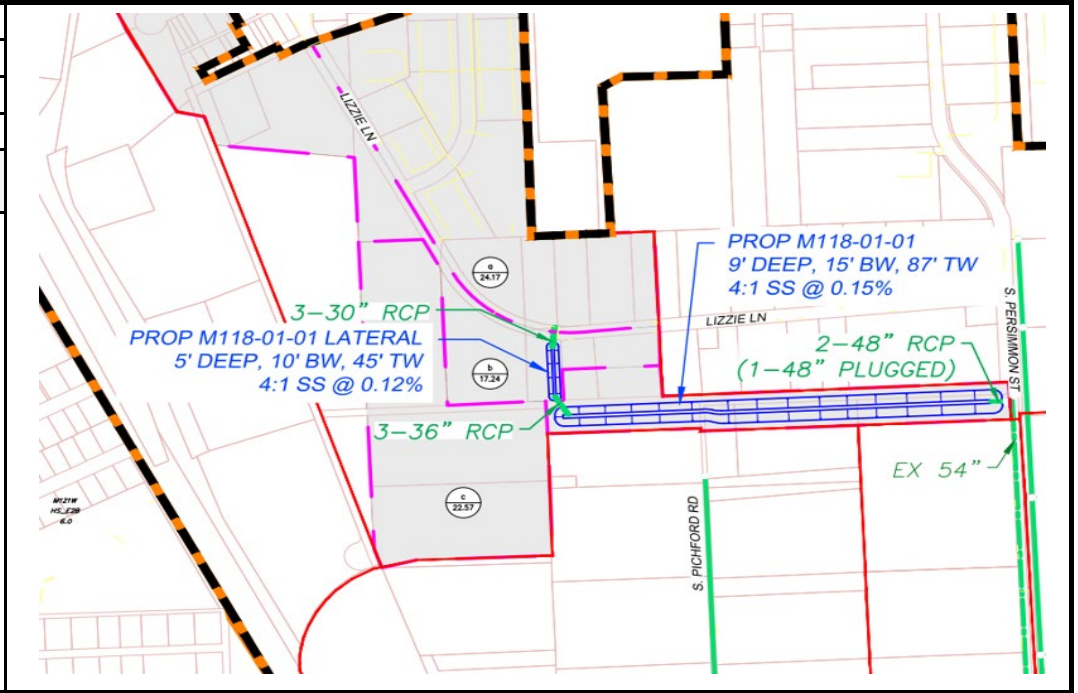
Project Name	M121 Reconstruction to Hardin Ditch	
Project Number	269	
Priority	Medium	
Department	400-154-Streets	
Description/Justification	Reconstruct channel to ultimate depth to provide outfall by reconstructing and reestablishing the channel side slopes and bottom from Medical Complex Drive to Hardin Ditch.	

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 25,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 75,000
Construction	\$ -	\$ 1,158,350	\$ -	\$ -	\$ -	\$ -	\$ 1,158,350	\$ 1,158,350
TOTAL COST	\$ 25,000	\$ 1,208,350	\$ -	\$ -	\$ -	\$ -	\$ 1,208,350	\$ 1,233,350

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Drainage Impact Fees	\$ 25,000	\$ 1,208,350	\$ -	\$ -	\$ -	\$ -	\$ 1,208,350	\$ 1,233,350
TOTAL FUNDING	\$ 25,000	\$ 1,208,350	\$ -	\$ -	\$ -	\$ -	\$ 1,208,350	\$ 1,233,350


Capital Improvement Project

Project Name	M118 Channel Improvements Phase 1
Project Number	270
Priority	HIGH
Department	400-154-Streets
Description/Justification	
Phase one of the M118 Channel Improvement project is proposed to provide relief for upper portions of the M118 Basin along S. Persimmon, specifically Lizzie Lane. The proposed project is to widen and deepen the existing drainage channel located on the south side of Lizzie Lane, by reconstructing outfall connection to S. Persimmon storm sewer system. Additionally, the project proposes to construct the lateral channel from Lizzie Lane to existing drainage channel and upgrade Lizzie Lane cross culvert.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Grant Administration	\$ 20,000	\$ 88,000	\$ -	\$ -	\$ -	\$ -	\$ 88,000	\$ 108,000
Engineering/Architecture	\$ 30,000	\$ 100,000	\$ 19,143	\$ -	\$ -	\$ -	\$ 119,143	\$ 149,143
Construction	\$ -	\$ 932,145	\$ 310,712	\$ -	\$ -	\$ -	\$ 1,242,857	\$ 1,242,857
TOTAL COST	\$ 50,000	\$ 1,120,145	\$ 329,855	\$ -	\$ -	\$ -	\$ 1,450,000	\$ 1,500,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Grant Funds - DRRP (CDBG)	\$ 50,000	\$ 970,145	\$ 329,855	\$ -	\$ -	\$ -	\$ 1,300,000	\$ 1,350,000
Capital Recovery Fee - Drainage Impact Fees	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
TOTAL FUNDING	\$ 50,000	\$ 1,120,145	\$ 329,855	\$ -	\$ -	\$ -	\$ 1,450,000	\$ 1,500,000

Capital Improvement Project

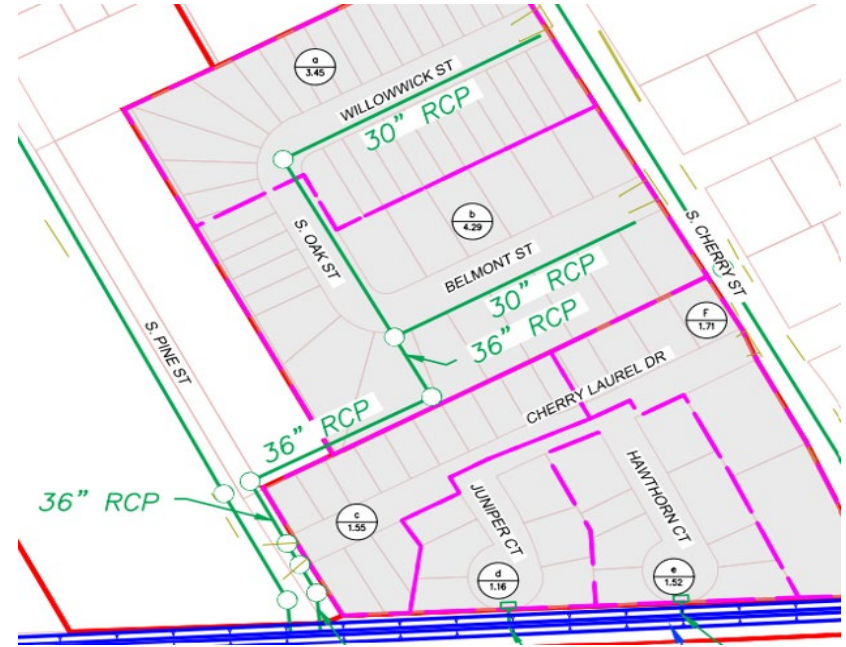
Project Name	North Star Drainage Improvements - Bearing Star		
Project Number	NEW		
Priority	High		
Department	400-154-Streets/Drainage		
Description/Justification			
Design and construction of additional repairs needed to the drainage channel at the properties along Bearing Star Lane extending 350 linear feet along the top of the embankment to prevent future erosion.			

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 5,000	\$ 43,337	\$ -	\$ -	\$ -	\$ -	\$ 43,337	\$ 48,337
Construction	\$ -	\$ 145,000	\$ -	\$ -	\$ -	\$ -	\$ 145,000	\$ 145,000
TOTAL COST	\$ 5,000	\$ 188,337	\$ -	\$ -	\$ -	\$ -	\$ 188,337	\$ 193,337

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Unobligated General Capital Funds	\$ 5,000	\$ 188,337	\$ -	\$ -	\$ -	\$ -	\$ 188,337	\$ 193,337
TOTAL FUNDING	\$ 5,000	\$ 188,337	\$ -	\$ -	\$ -	\$ -	\$ 188,337	\$ 193,337

Capital Improvement Project

Project Name	Hampton Place Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
To relieve flooding for multi-family complex, prooposed project includes replacing existing inlets and constructing new storm sewer system with an outfall to Hardin ditch.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ 83,492	\$ -	\$ -	\$ -	\$ -	\$ 83,492	\$ 83,492
Construction	\$ -	\$ -	\$ 723,508	\$ -	\$ -	\$ -	\$ 723,508	\$ 723,508
TOTAL COST	\$ -	\$ 83,492	\$ 723,508	\$ -	\$ -	\$ -	\$ 807,000	\$ 807,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Grant Funding - CDBG (Pending Award)	\$ -	\$ 83,492	\$ 611,008	\$ -	\$ -	\$ -	\$ 694,500	\$ 694,500
Local Match - Drainage Impact Fees	\$ -	\$ -	\$ 112,500	\$ -	\$ -	\$ -	\$ 112,500	\$ 112,500
TOTAL FUNDING	\$ -	\$ 83,492	\$ 723,508	\$ -	\$ -	\$ -	\$ 807,000	\$ 807,000

Capital Improvement Project


Project Name	Grand Parkway Elevated Storage Tank
Project Number	234
Priority	High
Department	400-613-Water
Description/Justification	
Design and construction of a 1.0mgd elevated storage tank at Grand Parkway.	
Cost sharing agreement executed with Lovett Industrial to add 50% of total expenses related to the project.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ 750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750
Engineering/Architecture	\$ 499,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 499,000
Construction	\$ 5,178,000	\$ -					\$ -	\$ 5,178,000
Other	\$ 2,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800
TOTAL COST	\$ 5,680,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,680,550

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Water Capital Recovery (Impact Fees)	\$ 2,840,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,840,275
Cost Sharing - Lovett Industrial	\$ 2,840,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,840,275
TOTAL FUNDING	\$ 5,680,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,680,550

Capital Improvement Project


Project Name	East Water Plant
Project Number	239
Priority	High
Department	400-613-Water
Description/Justification	
Design and construction of the East Water Plant, as recommended in the Water Master Plan based on development and growth on the east side of the City limits. \$500,000 was added to project in FY 2025 to account for additional property acquisition for drainage.	
	

PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ 6,050	\$ 493,950	\$ -	\$ -	\$ -	\$ -	\$ 493,950	\$ 500,000
Engineering/Architecture	\$ 1,620,971	\$ 714,135	\$ 100,000	\$ -	\$ -	\$ -	\$ 814,135	\$ 2,435,106
Construction	\$ 500,000	\$ 15,791,915	\$ 318,979	\$ -	\$ -	\$ -	\$ 16,110,894	\$ 16,610,894
TOTAL COST	\$ 2,127,021	\$ 17,000,000	\$ 418,979	\$ -	\$ -	\$ -	\$ 17,418,979	\$ 19,546,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Certificates of Obligation - 2023	\$ 2,127,021	\$ 983,979	\$ -	\$ -	\$ -	\$ -	\$ 983,979	\$ 3,111,000
Certificates of Obligation - FY 2025		\$ 9,861,000					\$ 9,861,000	\$ 9,861,000
Certificates of Obligation - FY 2026	\$ -		\$ 6,574,000	\$ -	\$ -	\$ -	\$ 6,574,000	\$ 6,574,000
TOTAL FUNDING	\$ 2,127,021	\$ 10,844,979	\$ 6,574,000	\$ -	\$ -	\$ -	\$ 17,418,979	\$ 19,546,000

Capital Improvement Project

Project Name	Baker Drive Water Plant
Project Number	247
Priority	High
Department	400-613-Water
Description/Justification	
<p>Project includes the design and construction of a new water plant at the City's existing property along Baker Drive.</p> <p>A new water plant is recommended to meet the future projected demands in the City's water distribution system. The project includes a new water supply well, a 0.5 MG ground storage tank, and a distribution system pump station with the associated electrical and disinfection equipment.</p>	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 1,390,549	\$ 435,711	\$ -	\$ -	\$ -	\$ -	\$ 435,711	\$ 1,826,260
Construction	\$ 4,284,308	\$ 4,564,289	\$ -	\$ -	\$ -	\$ -	\$ 4,564,289	\$ 8,848,597
TOTAL COST	\$ 5,674,857	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 10,674,857

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Certificates of Obligation - 2022	\$ 5,541,276	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,541,276
Certificates of Obligation - 2023	\$ 133,581	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 5,133,581
TOTAL FUNDING	\$ 5,674,857	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ 10,674,857

Capital Improvement Project

Project Name	16" Water Line Hufsmith Road
Project Number	251
Priority	Medium
Department	400-613-Water
Description/Justification	
Design and construction of a 16-inch water line to be constructed along W. Hufsmith from the drainage channel to N. Cherry/Ulrich Road. The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.	
This project was identified in the Water Master Plan in the highest priority tier of needing to be constructed.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 189,711	\$ 156,671	\$ -	\$ -	\$ -	\$ -	\$ 156,671	\$ 346,382
Construction	\$ 500,000	\$ 1,704,252	\$ -	\$ -	\$ -	\$ -	\$ 1,704,252	\$ 2,204,252
Other	\$ 4,966	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ 1,400	\$ 6,366
TOTAL COST	\$ 694,677	\$ 1,862,323	\$ -	\$ -	\$ -	\$ -	\$ 1,862,323	\$ 2,557,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Water Capital Recovery (Impact Fees)	\$ 694,677	\$ 1,862,323	\$ -	\$ -	\$ -	\$ -	\$ 1,862,323	\$ 2,557,000
TOTAL FUNDING	\$ 694,677	\$ 1,862,323	\$ -	\$ -	\$ -	\$ -	\$ 1,862,323	\$ 2,557,000

Capital Improvement Project

Project Name	16" Water Line along SH 249
Project Number	257
Priority	High
Department	400-613-Water
Description/Justification	
Design and construction of a 16-inch water line to replace the existing 12-inch water line along SH 249 connecting at the Grand Parkway EST and extending north to Holderrieth Road.	
The project is required in order to maintain level in the Grand Parkway EST during max day and fire flow conditions. Total project cost to be reimbursed by developer.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Land/Easement	\$ 100,000	\$ 568,280	\$ -	\$ -	\$ -	\$ -	\$ 568,280	\$ 668,280
Engineering/Architecture	\$ 224,150	\$ 224,270	\$ -	\$ -	\$ -	\$ -	\$ 224,270	\$ 448,420
Construction	\$ -	\$ 3,510,392	\$ -	\$ -	\$ -	\$ -	\$ 3,510,392	\$ 3,510,392
TOTAL COST	\$ 324,150	\$ 4,302,942	\$ -	\$ -	\$ -	\$ -	\$ 4,302,942	\$ 4,627,092
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Developer Contribution	\$ 324,150	\$ 4,302,942	\$ -	\$ -	\$ -	\$ -	\$ 4,302,942	\$ 4,627,092
TOTAL FUNDING	\$ 324,150	\$ 4,302,942	\$ -	\$ -	\$ -	\$ -	\$ 4,302,942	\$ 4,627,092

Capital Improvement Project

Project Name	Oak & Clayton Water Line
Project Number	262
Priority	Medium
Department	400-613-Water
Description/Justification	
Design and construction of a 12-inch water line to replace the existing 6-inch water line along Oak Street and 6-inch water line to replace the existing 2-inch along Clayton street due to deteriorating conditions of the existing lines and constant disruption of service to residents for repairs.	
The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000
Construction	\$ 50,000	\$ 200,803	\$ -	\$ -	\$ -	\$ -	\$ 200,803	\$ 250,803
TOTAL COST	\$ 190,000	\$ 200,803	\$ -	\$ -	\$ -	\$ -	\$ 200,803	\$ 390,803
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Water Capital Recovery (Impact Fees)	\$ 190,000	\$ 200,803	\$ -	\$ -	\$ -	\$ -	\$ 200,803	\$ 390,803
TOTAL FUNDING	\$ 190,000	\$ 200,803	\$ -	\$ -	\$ -	\$ -	\$ 200,803	\$ 390,803

Capital Improvement Project

Project Name	School Street Water Well Rehabilitation
Project Number	NEW
Priority	High
Department	400-613-Water
Description/Justification	
School Street Water Well is due for a full rehabilitation to include cleaning, survey, inspection, pump rebuild/replacement, motor rebuild/replacement, and internal components replacement. This rehabilitation is expected to gain a minimum of 15% increase in pumping capacity once complete.	




PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ -	\$ 355,000	\$ -	\$ -	\$ -	\$ -	\$ 355,000	\$ 355,000
TOTAL COST	\$ -	\$ 355,000	\$ -	\$ -	\$ -	\$ -	\$ 355,000	\$ 355,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Certificate of Obligation - FY 2023	\$ -	\$ 355,000	\$ -	\$ -	\$ -	\$ -	\$ 355,000	\$ 355,000
TOTAL FUNDING	\$ -	\$ 355,000	\$ -	\$ -	\$ -	\$ -	\$ 355,000	\$ 355,000

Capital Improvement Project

Project Name	Water Plants Electrical Maintenance & Repairs
Project Number	NEW
Priority	High
Department	400-613-Water
Description/Justification	
A Water Plants Electrical Facility Assessment was conducted in April 2025 and results from the assessment identified required maintenance and repair items to ensure the stability and reliance of City owned water plants.	

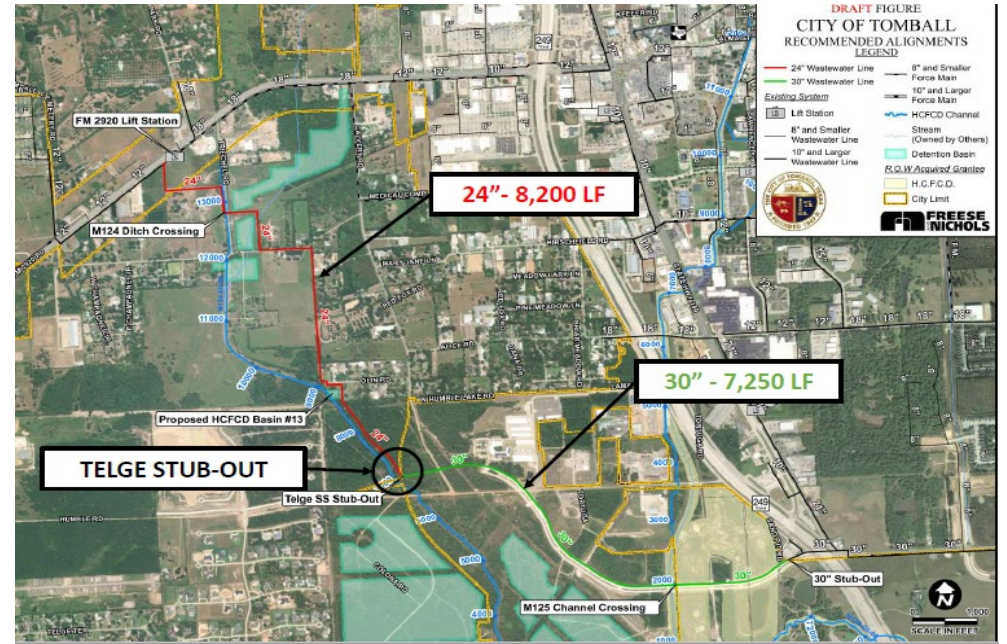


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000
TOTAL COST	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Certificate of Obligation - FY 2023	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000
TOTAL FUNDING	\$ -	\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000	\$ 170,000

Capital Improvement Project

Project Name	FM 2920 Lift Station Consolidation
Project Number	220
Priority	High
Department	400-614-Sewer
Description/Justification	<p>Consolidation of the lift station and design and construction of a gravity line from FM 2920 to the connection at Old Humble Road.</p> <p>This project was identified as a high priority in FY 2024 and was included in the debt plan for future years. Funding is recommended for this project in a future debt issuances in FY 2025.</p>

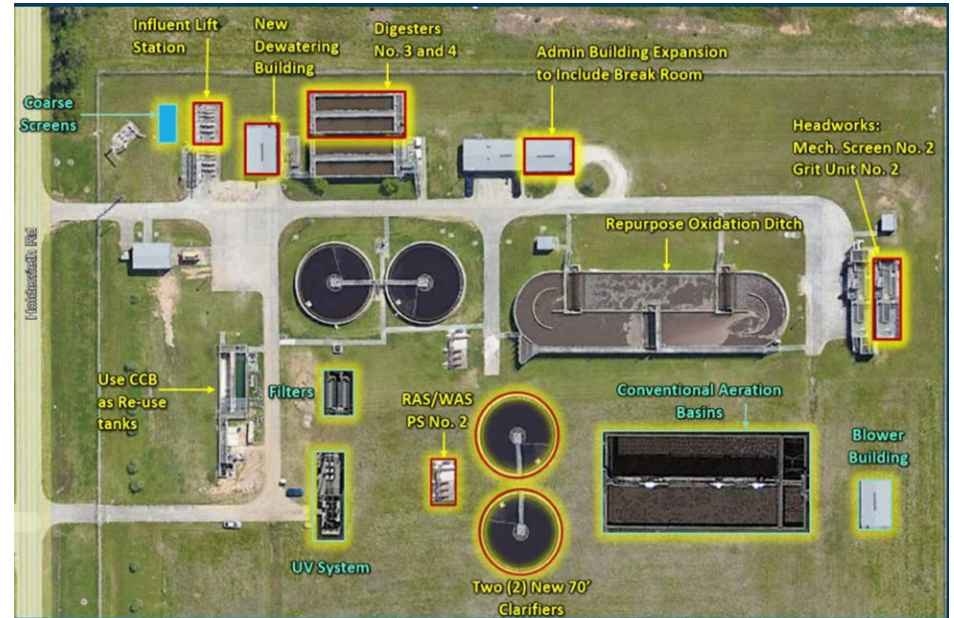


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ 557,018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 557,018
Engineering/Architecture	\$ 1,912,397	\$ 481,782	\$ -	\$ -	\$ -	\$ -	\$ 481,782	\$ 2,394,179
Construction	\$ 2,305,690	\$ 10,217,213	\$ -	\$ -	\$ -	\$ -	\$ 10,217,213	\$ 12,522,903
TOTAL COST	\$ 4,775,105	\$ 10,698,995	\$ -	\$ -	\$ -	\$ -	\$ 10,698,995	\$ 15,474,100

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Transfer from Enterprise Fund	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,000
Certificates of Obligation - 2023	\$ 4,695,105	\$ 4,313,995	\$ -	\$ -	\$ -	\$ -	\$ 4,313,995	\$ 9,009,100
Certificates of Obligation - FY 2025	\$ -	\$ 4,885,000	\$ -	\$ -	\$ -	\$ -	\$ 4,885,000	\$ 4,885,000
FY 2024 Sewer Capital Recovery (Impact Fees)	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000
TOTAL FUNDING	\$ 4,775,105	\$ 10,698,995	\$ -	\$ -	\$ -	\$ -	\$ 10,698,995	\$ 15,474,100

Capital Improvement Project

Project Name	South WWTP Expansion
Project Number	242
Priority	High
Department	400-614-Sewer
Description/Justification	
Design and construction of the expansion for the South Wastewater Treatment Plant required by demand and TCEQ based on allocated permitting for daily flow. Plant is nearing 75% capacity which requires design. Based on the Wastewater Master Plan, the City will be nearing 90% capacity in the next two years requiring an expansion.	
The proposed expansion is for 1.5mgd, making the total capacity 3.0 mgd. This project was identified as a high priority in FY 2024 and was included in the debt plan for future years. Funding is recommended for this project in a future debt issuances in FY 2025, FY 2026, and FY 2027.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 5,524,906	\$ 1,881,612	\$ 2,297,068	\$ 500,000	\$ -	\$ -	\$ 4,678,680	\$ 10,203,586
Construction	\$ 7,341,697	\$ 34,680,773	\$ 14,133,918	\$ 3,178,977	\$ -	\$ -	\$ 51,993,668	\$ 59,335,365
Other (Equipment)	\$ -	\$ 893,453	\$ -	\$ -	\$ -	\$ -	\$ 893,453	\$ 893,453
TOTAL COST	\$ 12,866,603	\$ 37,455,838	\$ 16,430,986	\$ 3,678,977	\$ -	\$ -	\$ 57,565,801	\$ 70,432,404

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfer from Enterprise Fund	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Tomball EDC Contribution	\$ 415,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 415,000
Certificates of Obligation - 2023	\$ 12,301,603	\$ 4,695,673	\$ -	\$ -	\$ -	\$ -	\$ 4,695,673	\$ 16,997,276
Certificates of Obligation - FY 2025		\$ 20,139,000					\$ 20,139,000	\$ 20,139,000
Certificates of Obligation - FY 2026			\$ 20,788,081				\$ 20,788,081	\$ 20,788,081
Certificates of Obligation - FY 2027	\$ -			\$ 11,943,047	\$ -	\$ -	\$ 11,943,047	\$ 11,943,047
TOTAL FUNDING	\$ 12,866,603	\$ 24,834,673	\$ 20,788,081	\$ 11,943,047	\$ -	\$ -	\$ 57,565,801	\$ 70,432,404

Capital Improvement Project

Project Name	SCADA
Project Number	217
Priority	High
Department	400-613/614/615
Description/Justification	
Design and implementation of a SCADA system for water, wastewater, and natural gas systems.	
SCADA system to be installed December 2025	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ 70,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,472
Other - Software	\$ 157,512	\$ 207,705	\$ -	\$ -	\$ -	\$ -	\$ 207,705	\$ 365,217
TOTAL COST	\$ 227,984	\$ 207,705	\$ -	\$ -	\$ -	\$ -	\$ 207,705	\$ 435,689
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Transfers from Enterprise Fund	\$ 167,984	\$ 57,016	\$ -	\$ -	\$ -	\$ -	\$ 57,016	\$ 225,000
Transfers from Water Capital Recovery	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Transfers from Sewer Capital Recovery	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Enterprise Fund Unobligated Capital Funds	\$ -	\$ 150,689	\$ -	\$ -	\$ -	\$ -	\$ 150,689	\$ 150,689
TOTAL FUNDING	\$ 227,984	\$ 207,705	\$ -	\$ -	\$ -	\$ -	\$ 207,705	\$ 435,689

Capital Improvement Project

Project Name	Telge Easement Acquisition
Project Number	240
Priority	High
Department	400-613/614-Water/Sewer
Description/Justification	
Cost sharing to Harris County for the easement acquisition along Telge Road.	

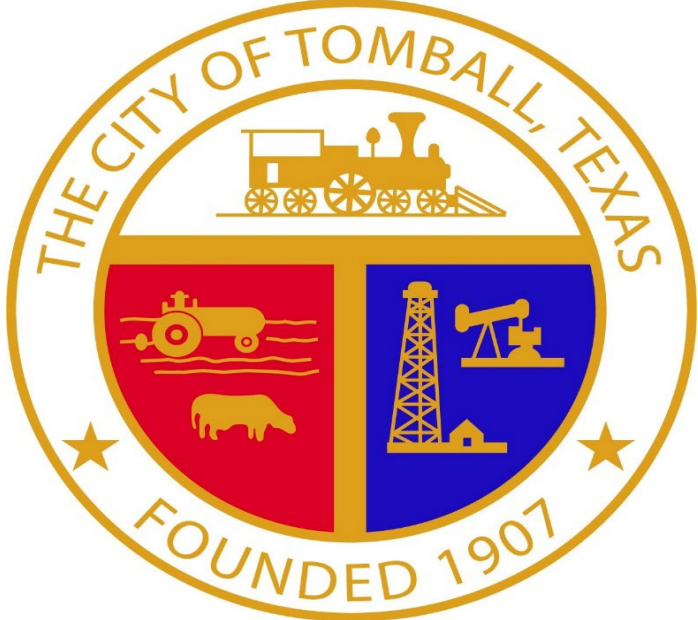


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000
TOTAL COST	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Certificates of Obligation - 2022	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000
TOTAL FUNDING	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000

Capital Improvement Project

Project Name	New City Facilities
Project Number	248
Priority	Medium
Department	400-157-Facilities
Description/Justification	Design, construction and land acquisition for future City facilities as identified in the Facilities Needs Assessment - City Hall and Public Works.



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site (Purchases)	\$ 5,909,181	\$ 2,300,000	\$ -	\$ 5,500,000	\$ -	\$ -	\$ 7,800,000	\$ 13,709,181
Land Services (Survey/Appraisal)	\$ 17,125	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 32,125
Engineering/Architecture	\$ 45,350	\$ 2,500	\$ 9,000,000		\$ -	\$ -	\$ 9,002,500	\$ 9,047,850
Construction	\$ 525,844	\$ -	\$ -	\$ -	\$ 70,000,000	\$ -	\$ 70,000,000	\$ 70,525,844
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ 6,497,500	\$ 2,302,500	\$ 9,000,000	\$ 5,515,000	\$ 70,000,000	\$ -	\$ 86,817,500	\$ 93,315,000

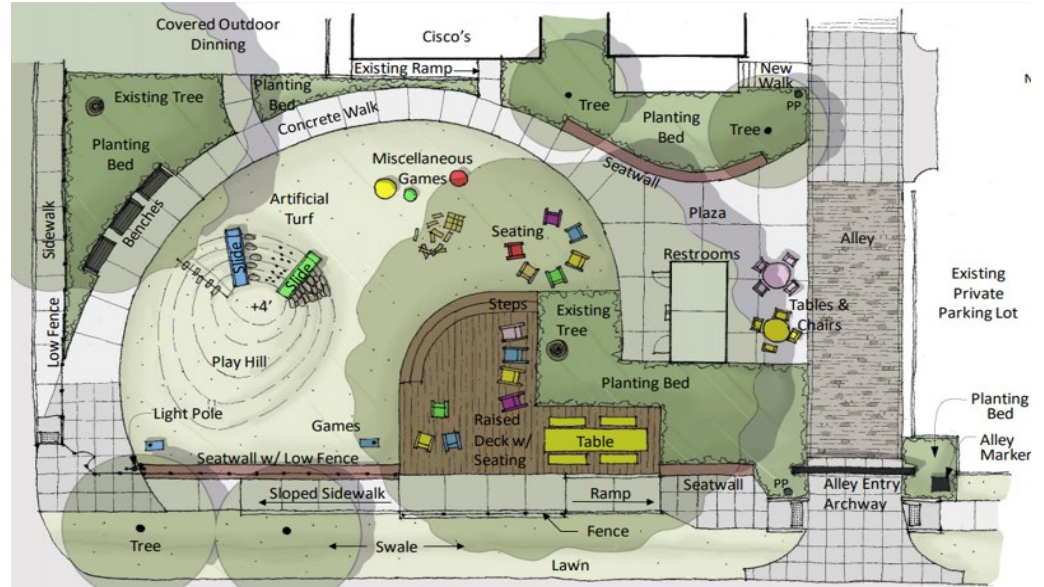
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Transfer from General Fund	\$ 3,998,750	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ 4,000,000
Transfer from Enterprise Fund	\$ 1,498,750	\$ 1,250	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ 1,500,000
Other Funding	\$ -	\$ 2,300,000	\$ -	\$ 14,515,000	\$ 70,000,000	\$ -	\$ 86,815,000	\$ 86,815,000
TOTAL FUNDING	\$ 5,497,500	\$ 2,302,500	\$ -	\$ 14,515,000	\$ 70,000,000	\$ -	\$ 86,817,500	\$ 92,315,000

City of Tomball
Capital Improvement Plan - Project Expenditures
FUTURE PROJECTS/NOT FUNDED
FY 2026 - 2030

Number	Category	Project Name	FY 2025 & Prior	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
PROPOSED	Parks	Cherry St. Park	-	-	100,000	341,500	-	-
PROPOSED	Parks	MLK Jr. Park Improvements	-	-	90,000	150,000	55,000	-
PROPOSED	Parks	Theis Attaway Nature Center Improvements	-	-	100,000	450,000	180,000	-
PROPOSED	Parks	Juergens Park Improvements - Phase 2	-	-	250,000	-	-	-
PROPOSED	Parks	Juergens Park Improvements - Phase 3	-	-	-	325,000	300,000	220,000
PROPOSED	Parks	Matheson Park Improvements - Phase 3	-	-	250,000	-	-	-
Total Parks			\$ -	\$ -	\$ 790,000	\$ 1,266,500	\$ 535,000	\$ 220,000
PROPOSED	Streets	Alley Improvement - Phase 2	-	-	200,000	1,700,000	-	-
PROPOSED	Streets	Alley Improvement - Phase 3	-	-	-	-	200,000	1,700,000
PROPOSED	Streets	Medical Complex/Agg Road - Segment 4A	-	-	-	-	2,500,000	-
PROPOSED	Streets	M118 Drainage Channel Improvements & M518 Detention Pond	-	-	1,198,610	1,036,890	-	-
PROPOSED	Streets	M121 East Channel Construction	-	-	116,700	1,011,300	-	-
PROPOSED	Streets	S. Cherry Street Storm Sewer Improvements	-	-	331,650	2,874,350	-	-
PROPOSED	Streets	Magnolia Street Storm Sewer Improvements	-	-	209,355	1,814,645	-	-
PROPOSED	Streets	Hardin Channel West	-	-	-	125,558	1,088,442	-
PROPOSED	Streets	Cherry Laurel Storm Sewer Improvements	-	-	-	47,775	-	-
PROPOSED	Streets	S. Pine Street Storm Sewer Improvements	-	-	-	209,044	1,811,756	-
PROPOSED	Streets	J531-01 Detention Pond Improvements	-	-	-	624,500	1,897,500	-
PROPOSED	Streets	Commerce St. Storm Sewer Improvements	-	-	86,135	746,565	-	-
PROPOSED	Streets	Willow Street Ditch Regrading & Culvert Crossing	-	-	11,258	97,742	-	-
Total Streets			\$ -	\$ -	\$ 1,953,708	\$ 8,588,369	\$ 7,497,698	\$ 1,700,000
PROPOSED	Water	Medical Complex (M121) 12" Water Line	-	-	15,300	101,400	-	-
PROPOSED	Water	12" Water Line Snook Lane	-	-	301,500	2,009,800	-	-
PROPOSED	Water	Medical Complex (Agg Road) 12" Water Line	-	-	293,000	1,380,000	-	-
PROPOSED	Water	Ulrich EST Rehab	-	-	-	-	500,000	-
NEW	Water	Water Master Plan & Impact Fee Update	-	-	250,000	-	-	-
NEW	Water	12" Telge Water Line	-	-	-	-	-	1,906,140
NEW	Water	Downtown Water Line Upsizing	-	-	255,000	255,000	255,000	-
Total Water			\$ -	\$ -	\$ 859,800	\$ 3,491,200	\$ 500,000	\$ 1,906,140
PROPOSED	Wastewater	Hicks Lift Station Expansion	-	-	221,000	1,189,000	-	-
PROPOSED	Wastewater	Sanitary Sewer Alma-James	-	-	485,000	3,485,000	-	-
PROPOSED	Wastewater	SW Gravity Main - Telge	-	-	-	860,000	5,502,000	-
PROPOSED	Wastewater	Lutheran Church Rd/FM 2920 Gravity Line	-	-	-	976,000	4,863,000	-
PROPOSED	Wastewater	North Willow St.	-	-	302,000	2,172,000	-	-
PROPOSED	Wastewater	SSES Phase 2	-	-	4,310,000	4,000,000	-	-
NEW	Wastewater	Wastewater Master Plan & Impact Fee Update	-	-	250,000	-	-	-
NEW	Wastewater	SSES Phase 3	-	-	-	-	666,000	4,000,000
NEW	Wastewater	21-inch Gravity Line Humble Road	-	-	-	-	95,000	4,695,000
NEW	Wastewater	Snook Lift Station Expansion	-	-	-	-	-	738,200
Total Wastewater			\$ -	\$ -	\$ 5,568,000	\$ 12,682,000	\$ 11,126,000	\$ 9,433,200
PROPOSED	Gas	New City Gas Gate 4	-	-	290,000	975,000	-	-
PROPOSED	Gas	DRS Removal	-	-	-	-	-	140,000
NEW	Gas	6" Gas Line - Grand Parkway Gas Gate	-	-	205,000	1,800,000	-	-
NEW	Gas	6" Gas Line - Zion Road	-	-	110,000	1,020,000	-	-
NEW	Gas	6" Gas Line - FM 2978	-	-	205,000	1,820,000	-	-
NEW	Gas	4" Gas Line - SH 249-Brown	-	-	-	160,000	1,600,000	-
NEW	Gas	6" Gas Line - Service Center Road & Holderrieth Road	-	-	-	100,000	900,000	-
NEW	Gas	Gas SCADA	-	-	-	-	125,000	-
NEW	Gas	6" Gas Line - Calvert	-	-	-	-	70,000	650,000
NEW	Gas	4" Gas Line - Agg Rd	-	-	-	-	85,000	750,000
NEW	Gas	Gas Line Interconnect - North Side	-	-	-	-	-	135,000
NEW	Gas	6" Gas Line - SH 249 (north of Medical Complex)	-	-	-	-	-	95,000
Total Gas			\$ -	\$ -	\$ 810,000	\$ 5,875,000	\$ 2,780,000	\$ 1,770,000
Total Future Projects			\$ -	\$ -	\$ 9,981,508	\$ 31,903,069	\$ 22,438,698	\$ 15,029,340

Capital Improvement Project


Project Name	Cherry St. Park
Project Number	PROPOSED
Priority	Low
Department	400-153-Parks
Description/Justification	
Cherry Street Pocket Park has been identified as a project in conjunction with the Downtown Alley Enhancement Project as part of the the Parks Master Plan and Alley project.	
This project will be for the construction of small play features within constructed dirt mounds, installation of artificial turf, decking around the large oak tree, fencing, sidewalks, electrical and lighting upgrades, planting and irrigation.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Engineering/Architecture	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ 341,500	\$ -	\$ -	\$ 341,500	\$ 341,500
TOTAL COST	\$ -	\$ -	\$ 100,000	\$ 341,500	\$ -	\$ -	\$ 441,500	\$ 441,500

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
General Fund	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Other Funding (TEDC, Legacy Fund Fundraising, GF, Grant)	\$ -	\$ -	\$ -	\$ 341,500	\$ -	\$ -	\$ 341,500	\$ 341,500
TOTAL FUNDING	\$ -	\$ -	\$ 100,000	\$ 341,500	\$ -	\$ -	\$ 441,500	\$ 441,500

Capital Improvement Project

Project Name	MLK Jr. Park Improvements							
Project Number	PROPOSED							
Priority	Medium							
Department	400-153-Parks							
Description/Justification								
Project is proposed to be phased into three fiscal years beginning in FY 2027 and concluding in FY 2029.								
Phase one will include fencing upgrade around the exterior perimeter of the park (FY 2027).								
Phase two includes a rehabilitation and upgrade of current restroom facilities (FY 2028).								
Phase three will include construction of outdoor gaming area as an added enhancement and feature to the City parks (FY 2029).								
PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ -	\$ -	\$ 90,000	\$ 150,000	\$ 55,000	\$ -	\$ 295,000	\$ 295,000
TOTAL COST	\$ -	\$ -	\$ 90,000	\$ 150,000	\$ 55,000	\$ -	\$ 295,000	\$ 295,000
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ 90,000	\$ 150,000	\$ 55,000	\$ -	\$ 295,000	\$ 295,000
TOTAL FUNDING	\$ -	\$ -	\$ 90,000	\$ 150,000	\$ 55,000	\$ -	\$ 295,000	\$ 295,000


Capital Improvement Project

Project Name	Theis Attaway Nature Center Improvements
Project Number	PROPOSED
Priority	Medium
Department	400-153-Parks
Description/Justification	
Project is proposed to be completed in two phases beginning in FY 2026.	
Phase one will include improvements to the parking lot and walking trail, including engineering. The engineering for the improvements is proposed for FY 2027 with the construction proposed to begin in FY 2028.	
Phase two will include the rehabilitation of the outdoor classroom (FY 2029).	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ 450,000	\$ 180,000	\$ -	\$ 630,000	\$ 630,000
TOTAL COST	\$ -	\$ -	\$ 100,000	\$ 450,000	\$ 180,000	\$ -	\$ 730,000	\$ 730,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 100,000	\$ 450,000	\$ 180,000	\$ -	\$ 730,000	\$ 730,000
TOTAL FUNDING	\$ -	\$ -	\$ 100,000	\$ 450,000	\$ 180,000	\$ -	\$ 730,000	\$ 730,000

Capital Improvement Project

Project Name	Juergens Park Improvements Phase 2							
Project Number	PROPOSED							
Priority	Medium							
Department	400-153-Parks							
Description/Justification								
Project is proposed to be completed in three phases beginning in FY 2027 and concluding in FY 2029.								
Phase two of the project includes enhancements to the pedestrian crossing for connection to Jerry Matheson Park, construction of new basketball court, conversion of existing basketball court to additional pickleball courts and rehabilitation.								
								

Capital Improvement Project

Project Name	Juergens Park Improvements Phase 3
Project Number	PROPOSED
Priority	Medium
Department	400-153-Parks
Description/Justification	
Phase three of the proposed improvements to Juergens Park includes upgrade of current restroom facilities (FY 2028), improvements to walking trail, including ADA improvements (FY 2029), and lighting upgrade for the entire park, including a conversion to LED (FY 2030).	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ -	\$ -	\$ -	\$ 325,000	\$ 300,000	\$ 220,000	\$ 845,000	\$ 845,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 325,000	\$ 300,000	\$ 220,000	\$ 845,000	\$ 845,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ 325,000	\$ 300,000	\$ 220,000	\$ 845,000	\$ 845,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 325,000	\$ 300,000	\$ 220,000	\$ 845,000	\$ 845,000

Capital Improvement Project

Project Name	Matheson Park Improvement Phase 3
Project Number	PROPOSED
Priority	Low
Department	400-153 Parks
Description/Justification	
Phase three improvements at Jerry Matheson Park include installation of shade structures around the remaining perimeter of the playground area to create shaded areas.	

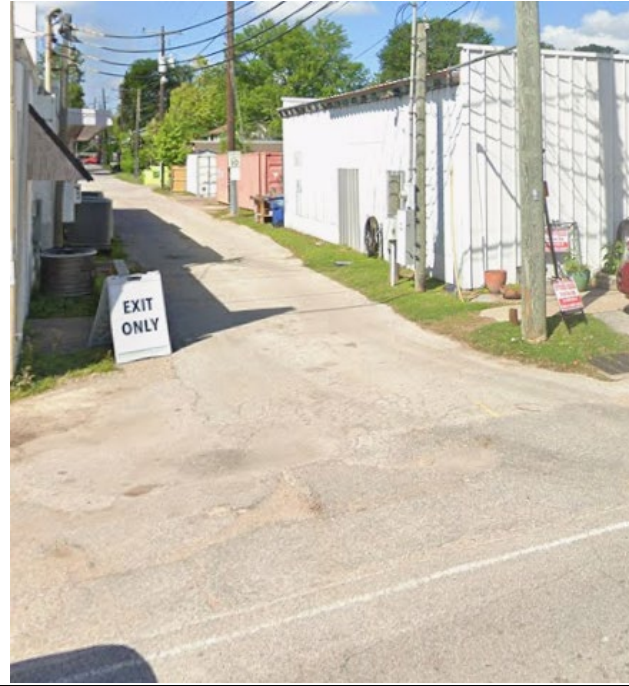


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Construction	\$ -		\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
TOTAL COST	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
TOTAL FUNDING	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000

Capital Improvement Project


Project Name	Alley Improvement Phase 2
Project Number	PROPOSED
Priority	Medium
Department	400-154-Streets
Description/Justification	
To improve walkability in the downtown area an Alley Improvement project was proposed for the 100 blocks north and south, 300 and 400 blocks north and south, and 200 block north.	
Phase 2 of the Alley Improvement Project includes the 300 block north and south, and the 400 block north and south proposed as Phase 3.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site/Survey	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering/Architecture	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
Construction	\$ -	\$ -	\$ -	\$ 1,700,000	\$ -	\$ -	\$ 1,700,000	\$ 1,700,000
Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ 200,000	\$ 1,700,000	\$ -	\$ -	\$ 1,900,000	\$ 1,900,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -		\$ 200,000	\$ 1,700,000	\$ -	\$ -	\$ 1,900,000	\$ 1,900,000
TOTAL FUNDING	\$ -	\$ -	\$ 200,000	\$ 1,700,000	\$ -	\$ -	\$ 1,900,000	\$ 1,900,000

Capital Improvement Project

Project Name	Alley Improvement Phase 3	
Project Number	PROPOSED	
Priority	Medium	
Department	400-154-Streets	
Description/Justification	<p>To improve walkability in the downtown area an Alley Improvement project was proposed for the 100 blocks north and south, 300 and 400 blocks north and south, and 200 block north.</p> <p>Phase 3 of the Alley Improvement Project includes the 400 block north and south, and will complete the improvement project.</p>	

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000	\$ 200,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,700,000	\$ 1,900,000	\$ 1,900,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,700,000	\$ 1,900,000	\$ 1,900,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,700,000	\$ 1,900,000	\$ 1,900,000

Capital Improvement Project

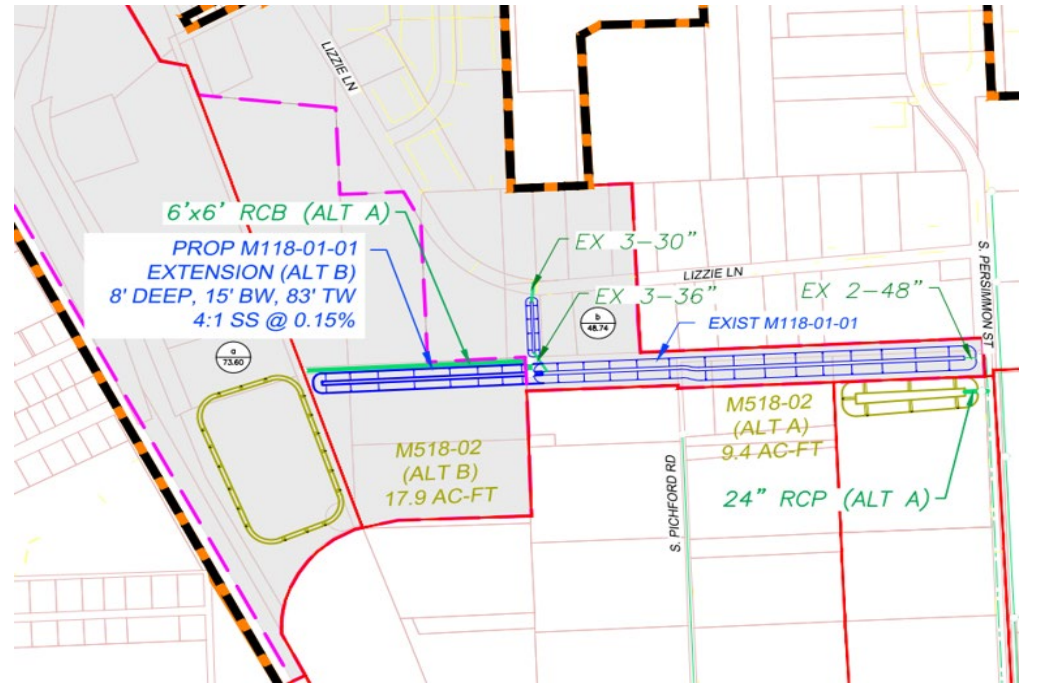
Project Name	Medical Complex 4A/Agg Road Expansion
Project Number	PROPOSED
Priority	Medium
Department	400-154-Streets
Description/Justification	
Reconstruct the remaining section of Agg Road that will be renamed to Medical Complex starting at the intersection of S. Cherry Street and Medical Complex, approximately 3,400 LF west to South Persimmon Road. Construction includes expansion to a 4-lane roadway, utility extension (water, sewer and gas), sidewalk on the north and south side of the roadway, and the construction of drainage facilities (M121E). The estimated construction cost is \$12.5 million. Anticipated start is 2029, phase I design and land acquisition \$2.5 million.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,500,000
Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,500,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,500,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000	\$ 2,500,000

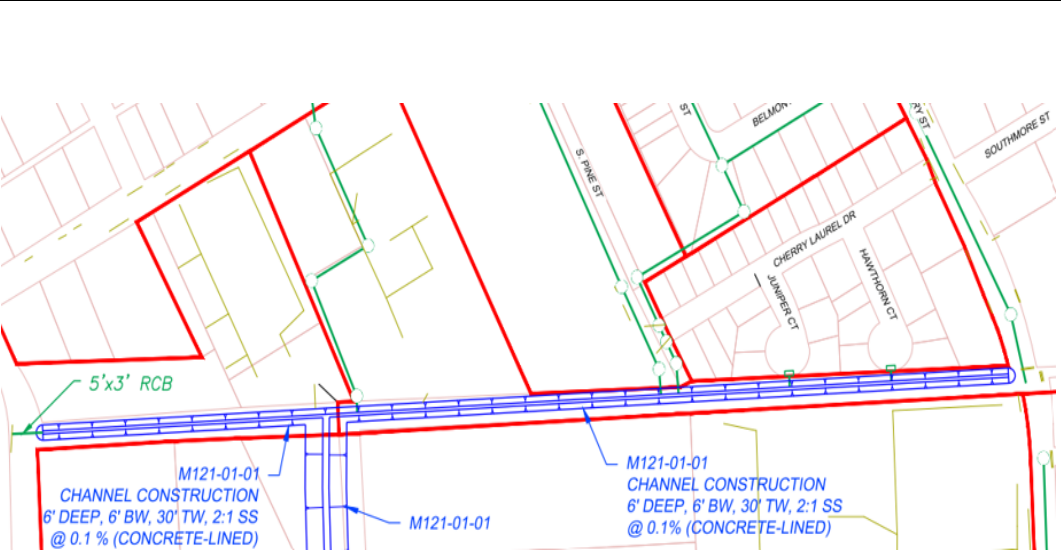
Capital Improvement Project

Project Name	M118 Drainage Channel Improvements & M518 Detention Pond
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
Phase two of the M118 Drainage Channel Improvement project is proposed to provide outfall for the tract of land adjacent to BNSF railroad near S. Persimmon and Lizzie Lane to mitigate the increased runoff for future development by extending M118-01-01 (Lizzie Lane Drainage Channel) to the western tract along unimproved rights-of-way and construct detention ponds upstream of the drainage channel.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	-	\$ 119,610	\$ -	\$ -	\$ -	\$ 119,610	\$ 119,610
Acquisition	\$ -	\$ -	\$ 1,079,000	\$ -	\$ -	\$ -	\$ 1,079,000	\$ 1,079,000
Construction	\$ -	\$ -	\$ -	\$ 1,036,890	\$ -	\$ -	\$ 1,036,890	\$ 1,036,890
TOTAL COST	\$ -	\$ -	\$ 1,198,610	\$ 1,036,890	\$ -	\$ -	\$ 2,235,500	\$ 2,235,500
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 1,198,610	\$ 1,036,890	\$ -	\$ -	\$ 2,235,500	\$ 2,235,500
TOTAL FUNDING	\$ -	\$ -	\$ 1,198,610	\$ 1,036,890	\$ -	\$ -	\$ 2,235,500	\$ 2,235,500

Capital Improvement Project

Project Name	Hardin Ditch East Channel Construction	
Project Number	PROPOSED	
Priority	High	
Department	400-154-Streets	
Description/Justification	<p>Proposed project is to construct the eastern lateral of Hardin Ditch for conveyance from Cherry Street to the outfall located south of James Street. Proposed construction includes concrete-lined channel construction to limit disturbance of existing infrastructure with the Hardin ditch.</p>	

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 116,700	\$ -	\$ -	\$ -	\$ 116,700	\$ 116,700
Construction	\$ -	\$ -	\$ -	\$ 1,011,300	\$ -	\$ -	\$ 1,011,300	\$ 1,011,300
TOTAL COST	\$ -	\$ -	\$ 116,700	\$ 1,011,300	\$ -	\$ -	\$ 1,128,000	\$ 1,128,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 116,700	\$ 1,011,300	\$ -	\$ -	\$ 1,128,000	\$ 1,128,000
TOTAL FUNDING	\$ -	\$ -	\$ 116,700	\$ 1,011,300	\$ -	\$ -	\$ 1,128,000	\$ 1,128,000

Capital Improvement Project

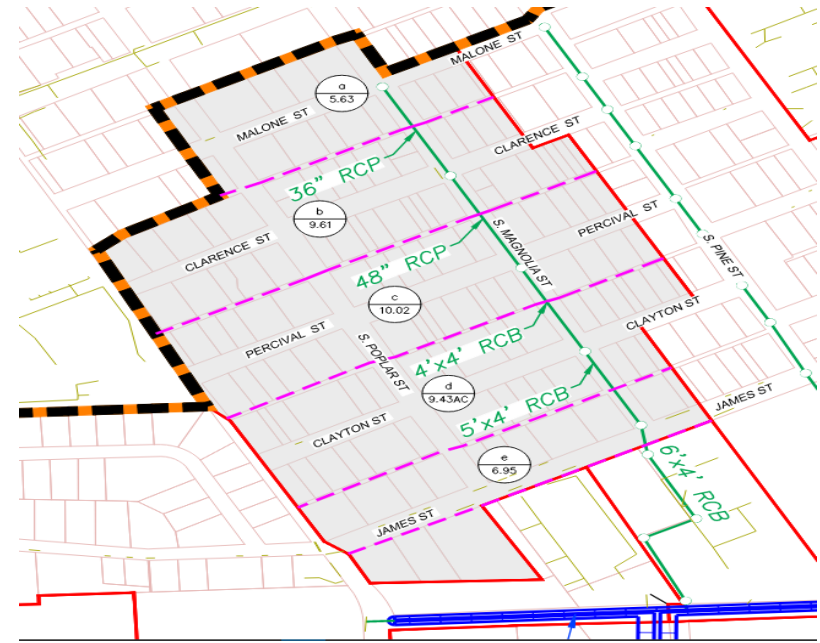
Project Name	S. Cherry Street Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
To provide flood relief for Old Town and increase conveyance capacity proposed project includes constructing storm sewer and roadside ditch interceptors along S. Cherry Street from Hardin ditch to Market Street.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 331,650	\$ -	\$ -	\$ -	\$ 331,650	\$ 331,650
Construction	\$ -	\$ -	\$ -	\$ 2,874,350	\$ -	\$ -	\$ 2,874,350	\$ 2,874,350
TOTAL COST	\$ -	\$ -	\$ 331,650	\$ 2,874,350	\$ -	\$ -	\$ 3,206,000	\$ 3,206,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 331,650	\$ 2,874,350	\$ -	\$ -	\$ 3,206,000	\$ 3,206,000
TOTAL FUNDING	\$ -	\$ -	\$ 331,650	\$ 2,874,350	\$ -	\$ -	\$ 3,206,000	\$ 3,206,000

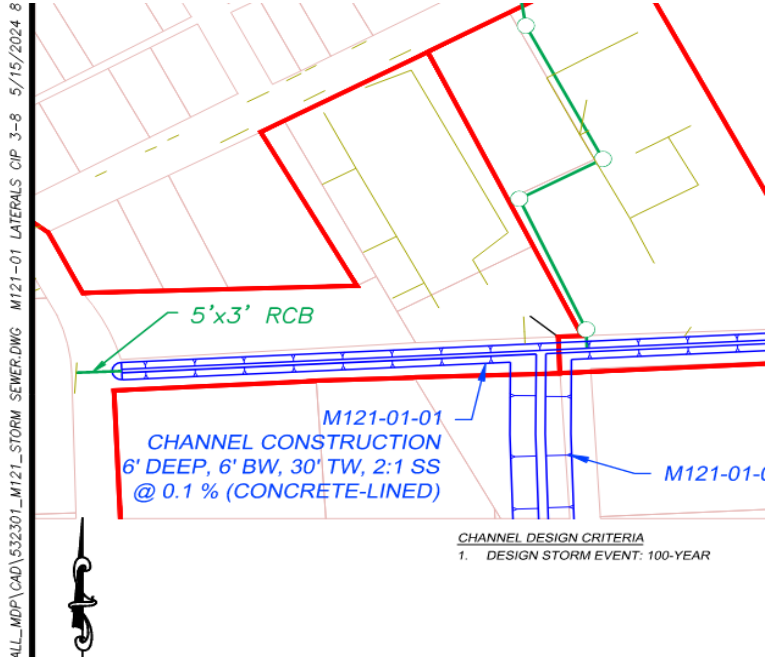
Capital Improvement Project

Project Name	Magnolia Street Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
To provide flood relief for Old Town and increase conveyance capacity proposed project includes constructing storm sewer system along S. Magnolia Street from Hardin ditch to Malone Street.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 209,355	\$ -	\$ -	\$ -	\$ 209,355	\$ 209,355
Construction	\$ -	\$ -	\$ -	\$ 1,814,645	\$ -	\$ -	\$ 1,814,645	\$ 1,814,645
TOTAL COST	\$ -	\$ -	\$ 209,355	\$ 1,814,645	\$ -	\$ -	\$ 2,024,000	\$ 2,024,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 209,355	\$ 1,814,645	\$ -	\$ -	\$ 2,024,000	\$ 2,024,000
TOTAL FUNDING	\$ -	\$ -	\$ 209,355	\$ 1,814,645	\$ -	\$ -	\$ 2,024,000	\$ 2,024,000

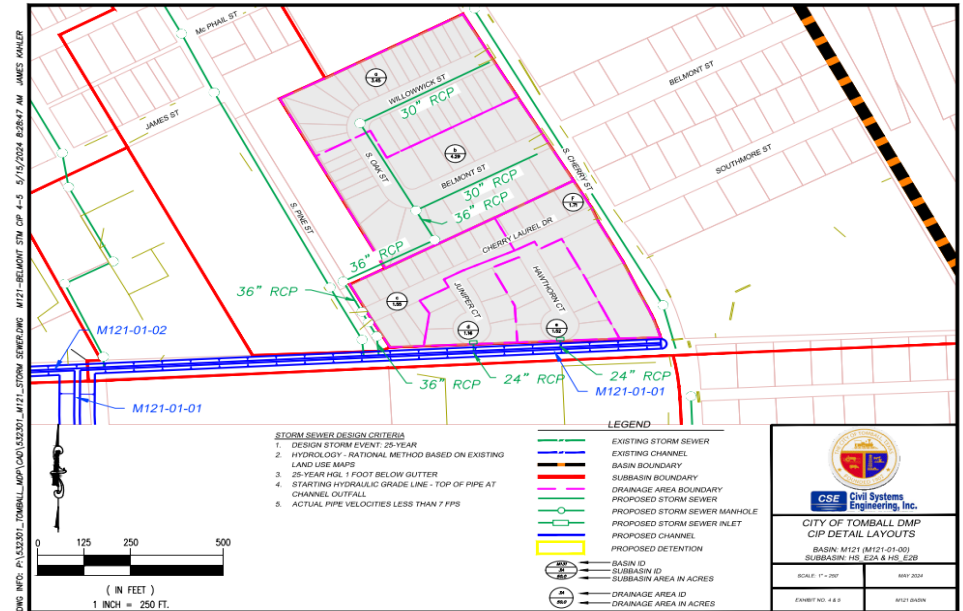
Capital Improvement Project

Project Name	Construct Hardin Channel West	
Project Number	PROPOSED	
Priority	High	
Department	400-154-Streets	
Description/Justification	Proposed project is to construct the wesetern lateral of Hardin Ditch for conveyance from School Street to the outfall located south of James Street.	

PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 125,558	\$ -	\$ -	\$ 125,558	\$ 125,558
Construction	\$ -	\$ -	\$ -	\$ -	\$ 1,088,442	\$ -	\$ 1,088,442	\$ 1,088,442
TOTAL COST	\$ -	\$ -	\$ -	\$ 125,558	\$ 1,088,442	\$ -	\$ 1,214,000	\$ 1,214,000
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ 125,558	\$ 1,088,442	\$ -	\$ 1,214,000	\$ 1,214,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 125,558	\$ 1,088,442	\$ -	\$ 1,214,000	\$ 1,214,000

Capital Improvement Project

Project Name	Cherry Laurel Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	To provide local flooding relief and upgrade outfall structure to accommodate appropriate storm events by installing outfall structures to M121-01-01 (Hardin Ditch) including installation of drainage inlets and culvert pipe at the cul-de-sac of Juniper Court and Hawthorn Court.



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 2,775	\$ -	\$ -	\$ 2,775	\$ 2,775
Construction	\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ 45,000	\$ 45,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 47,775	\$ -	\$ -	\$ 47,775	\$ 47,775
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ 47,775	\$ -	\$ -	\$ 47,775	\$ 47,775
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 47,775	\$ -	\$ -	\$ 47,775	\$ 47,775

Capital Improvement Project

Project Name	S. Pine Street Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
To provide flood relief for Old Town and increase conveyance capacity proposed project includes constructing a storm sewer along Pine Street to Malone Street while maintaining existing roadside ditches.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 209,044	\$ -	\$ -	\$ 209,044	\$ 209,044
Construction	\$ -	\$ -	\$ -	\$ -	\$ 1,811,756	\$ -	\$ 1,811,756	\$ 1,811,756
TOTAL COST	\$ -	\$ -	\$ -	\$ 209,044	\$ 1,811,756	\$ -	\$ 2,020,800	\$ 2,020,800
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ 209,044	\$ 1,811,756	\$ -	\$ 2,020,800	\$ 2,020,800
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 209,044	\$ 1,811,756	\$ -	\$ 2,020,800	\$ 2,020,800

Capital Improvement Project

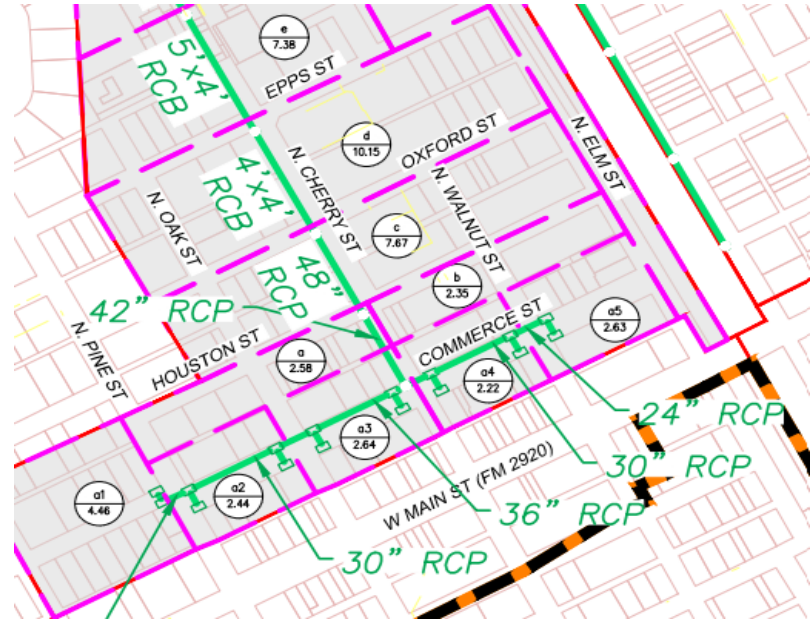
Project Name	J531-01 Detention Pond Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	To mitigate increased flows for future storm sewer additions along Cherry Street, Commerce Street, and Hufsmith Road and to relieve flooding in Old Town the project proposes to construct sub-regional dry detention ponds on partially City-owned property (acquisition efforts will be required for additional remaining parcels of the identified property).



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 224,500	\$ -	\$ -	\$ 224,500	\$ 224,500
Acquisition	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ 400,000	\$ 400,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 1,897,500	\$ -	\$ 1,897,500	\$ 1,897,500
TOTAL COST	\$ -	\$ -	\$ -	\$ 624,500	\$ 1,897,500	\$ -	\$ 2,522,000	\$ 2,522,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ 624,500	\$ 1,897,500	\$ -	\$ 2,522,000	\$ 2,522,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 624,500	\$ 1,897,500	\$ -	\$ 2,522,000	\$ 2,522,000

Capital Improvement Project

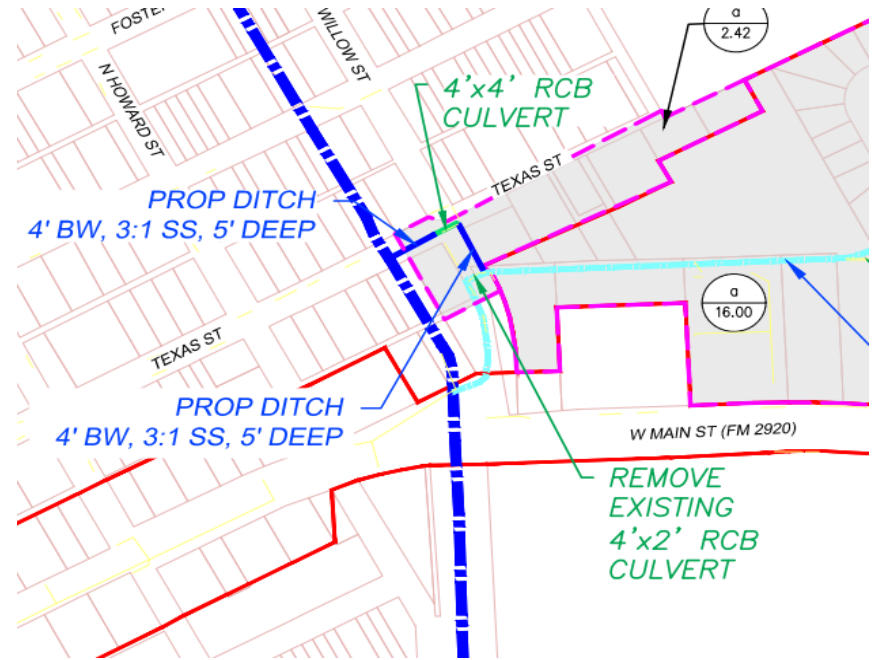
Project Name	Commerce St. Storm Sewer Improvements
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	
To provide flood relief for Old Town and increase conveyance capacity proposed project includes constructing stormsewer improvements along Commerce Street from Pine Street to Elm Street.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 86,135	\$ -	\$ -	\$ -	\$ 86,135	\$ 86,135
Construction	\$ -	\$ -	\$ -	\$ 746,565	\$ -	\$ -	\$ 746,565	\$ 746,565
TOTAL COST	\$ -	\$ -	\$ 86,135	\$ 746,565	\$ -	\$ -	\$ 832,700	\$ 832,700
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 86,135	\$ 746,565	\$ -	\$ -	\$ 832,700	\$ 832,700
TOTAL FUNDING	\$ -	\$ -	\$ 86,135	\$ 746,565	\$ -	\$ -	\$ 832,700	\$ 832,700

Capital Improvement Project

Project Name	Willow Street Ditch Regrading & Culvert Crossing
Project Number	PROPOSED
Priority	High
Department	400-154-Streets
Description/Justification	To increase conveyance capacity, repair erosive storm sewer conditions, and relieve flooding at adjacent residential structures the project is proposing to regrade the roadside ditches allowing Willow Street to flow to the new culvert crossing to be installed at the intersection of Texas and Willow Street.



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 11,258	\$ -	\$ -	\$ -	\$ 11,258	\$ 11,258
Construction	\$ -	\$ -	\$ -	\$ 97,742	\$ -	\$ -	\$ 97,742	\$ 97,742
TOTAL COST	\$ -	\$ -	\$ 11,258	\$ 97,742	\$ -	\$ -	\$ 109,000	\$ 109,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 11,258	\$ 97,742	\$ -	\$ -	\$ 109,000	\$ 109,000
TOTAL FUNDING	\$ -	\$ -	\$ 11,258	\$ 97,742	\$ -	\$ -	\$ 109,000	\$ 109,000

Capital Improvement Project

Project Name	12-inch Water Line Medical Complex/M121
Project Number	PROPOSED
Priority	Medium
Department	400-613-Water
Description/Justification	
Design and construction of a new 8-inch water line connecting from the existing 8-inch water line to tie-in into the 12-inch water line along Medical Complex Drive to create final loop at Medical Complex. The recommended water lines are sized to increase available fire flow, serve future peak hourly demand and improve water quality.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 15,300	\$ -	\$ -	\$ -	\$ 15,300	\$ 15,300
Construction	\$ -	\$ -	\$ -	\$ 101,400	\$ -	\$ -	\$ 101,400	\$ 101,400
TOTAL COST	\$ -	\$ -	\$ 15,300	\$ 101,400	\$ -	\$ -	\$ 116,700	\$ 116,700
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Water Capital Recovery (Impact Fees)	\$ -	\$ -	\$ 15,300	\$ 101,400	\$ -	\$ -	\$ 116,700	\$ 116,700
TOTAL FUNDING	\$ -	\$ -	\$ 15,300	\$ 101,400	\$ -	\$ -	\$ 116,700	\$ 116,700

Capital Improvement Project

Project Name	12" Water Line Snook Lane
Project Number	PROPOSED
Priority	Medium
Department	400-613-Water
Description/Justification	
Design and construction of a 12-inch water line along Snook Lane replacing the existing 6-inch water line from Hufsmith Road to Main Street. The recommended water line is sized to serve future peak hourly demand and improve available fire flow. Recommending to complete ahead of the FM 2920 project for utility tie in.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 301,500	\$ -	\$ -	\$ -	\$ 301,500	\$ 301,500
Construction	\$ -	\$ -	\$ -	\$ 2,009,800	\$ -	\$ -	\$ 2,009,800	\$ 2,009,800
TOTAL COST	\$ -	\$ -	\$ 301,500	\$ 2,009,800	\$ -	\$ -	\$ 2,311,300	\$ 2,311,300
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 301,500	\$ 2,009,800	\$ -	\$ -	\$ 2,311,300	\$ 2,311,300
TOTAL FUNDING	\$ -	\$ -	\$ 301,500	\$ 2,009,800	\$ -	\$ -	\$ 2,311,300	\$ 2,311,300

Capital Improvement Project

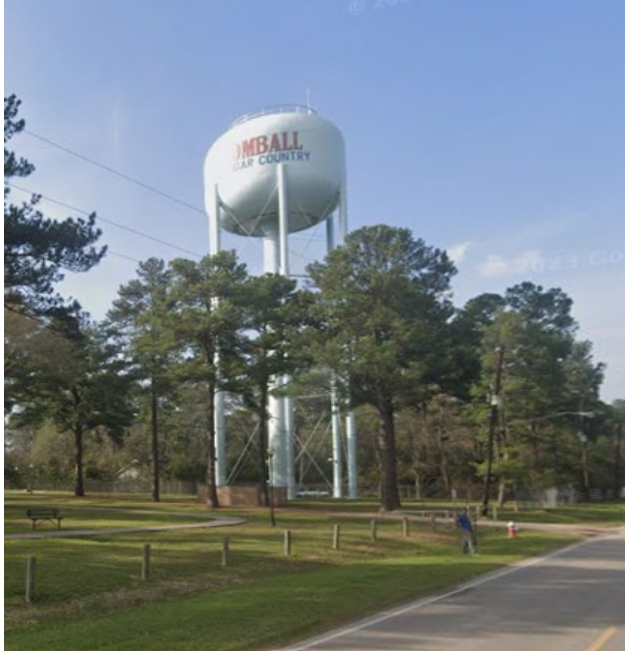
Project Name	12" Water Line along Medical Complex (Agg Rd)
Project Number	PROPOSED
Priority	Medium
Department	400-613-Water
Description/Justification	
Design and construction of a 12-inch water line to to be constructed along Medical Complex Blvd (Agg Road) from S. Cherry Street to S. Persimmon. The project would complete the 12" water line that was completed during the Medical Complex Segments.	
The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Land/Site	\$ -	\$ -	\$ 101,000	\$ -	\$ -	\$ -	\$ 101,000	\$ 101,000
Engineering/Architecture	\$ -	\$ -	\$ 192,000	\$ -	\$ -	\$ -	\$ 192,000	\$ 192,000
Construction	\$ -		\$ -	\$ 1,380,000	\$ -	\$ -	\$ 1,380,000	\$ 1,380,000
TOTAL COST	\$ -	\$ -	\$ 293,000	\$ 1,380,000	\$ -	\$ -	\$ 1,673,000	\$ 1,673,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Water Capital Recovery (Impact Fees)	\$ -	\$ -	\$ 293,000	\$ 1,380,000	\$ -	\$ -	\$ 1,673,000	\$ 1,673,000
TOTAL FUNDING	\$ -	\$ -	\$ 293,000	\$ 1,380,000	\$ -	\$ -	\$ 1,673,000	\$ 1,673,000

Capital Improvement Project

Project Name	Ulrich EST Rehabilitation
Project Number	PROPOSED
Priority	Medium
Department	400-613-Water
Description/Justification	
Complete rehabilitation of the interior and exterior of the Ulrich EST including lighting and electrical upgrades.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 400,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$ 500,000

Capital Improvement Project

Project Name	Water Master Plan & Impact Fee Update
Project Number	NEW
Priority	HIGH
Department	400-613-Water
Description/Justification	
Project includes an update to the City's Water Master Plan and Impact Fee study.	
Texas Local Government Code (TLGC) Chapter 395 requires 5-year updates to the water and wastewater impact fees.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding - Water Capital Recovery	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
TOTAL FUNDING	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000

Capital Improvement Project

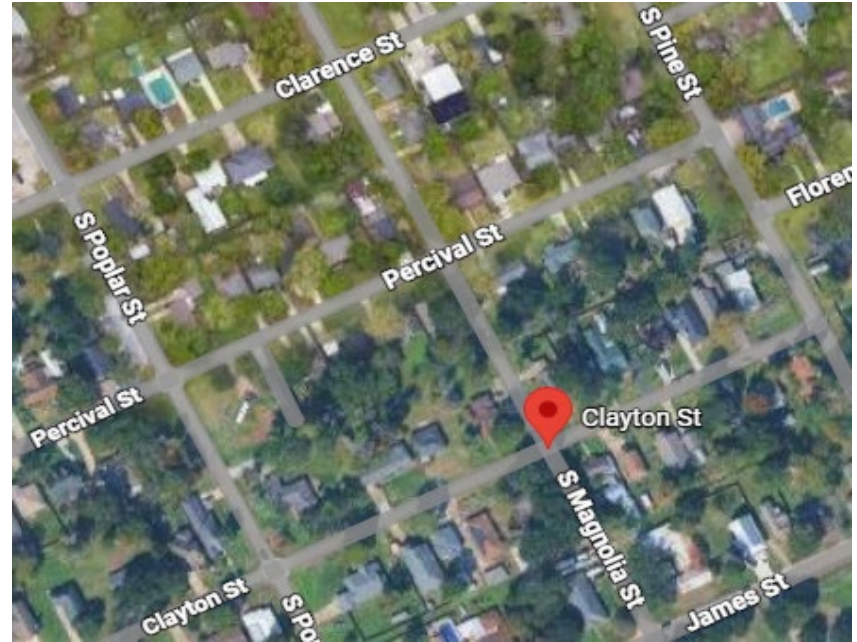
Project Name	12" Telge Water Line
Project Number	NEW
Priority	MEDIUM
Department	400-613-Water
Description/Justification	
Project includes the construction of a 12-inch water line along Telge Road at the western part of the City.	
This water line will connect the City's existing water distribution system along FM 2920 with water lines along Boudreaux Road to create a loop and connect the system with the future Telge Water Plant. This project will help serve peak hour demand in the City's system and future Telge area customers.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,906,140	\$ 1,906,140	\$ 1,906,140
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,906,140	\$ 1,906,140	\$ 1,906,140
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding - Water Capital Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,906,140	\$ 1,906,140	\$ 1,906,140
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,906,140	\$ 1,906,140	\$ 1,906,140

Capital Improvement Project

Project Name	Downtown Water Line Upsizing
Project Number	NEW
Priority	Medium
Department	400-613-Water
Description/Justification	
Construction of existing 2-inch lines throughout the downtown area connecting to the newly constructed 12-inch water line along Oak Street and 6-inch water line along Clayton street due to deteriorating conditions of the existing lines and constant disruption of service to residents for repairs.	
The recommended line is sized to serve through 2024 peak hourly demand and provide distribution system capacity for maintaining elevated storage tank water level and increasing available fire flow.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 255,000	\$ 255,000	\$ 255,000	\$ -	\$ 765,000	\$ 765,000
TOTAL COST	\$ -	\$ -	\$ 255,000	\$ 255,000	\$ 255,000	\$ -	\$ 765,000	\$ 765,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 255,000	\$ 255,000	\$ 255,000	\$ -	\$ 765,000	\$ 765,000
TOTAL FUNDING	\$ -	\$ -	\$ 255,000	\$ 255,000	\$ 255,000	\$ -	\$ 765,000	\$ 765,000

Capital Improvement Project

Project Name	Hicks Lift Station Expansion to 1.2 MGD
Project Number	PROPOSED
Priority	High
Department	400-614-Sewer
Description/Justification	
Expansion of the existing lift station to a firm pumping capacity of 1.2 MGD. Expansion of the firm pumping capacity is needed to serve existing and future peak flows to the lift station. The lift station wet well and force main have capacity to serve the projected flows. The expansion includes replacement pumps, electrical , generator, piping, and valves.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 221,000	\$ -	\$ -	\$ -	\$ 221,000	\$ 221,000
Construction	\$ -	\$ -	\$ -	\$ 1,189,000	\$ -	\$ -	\$ 1,189,000	\$ 1,189,000
TOTAL COST	\$ -	\$ -	\$ 221,000	\$ 1,189,000	\$ -	\$ -	\$ 1,410,000	\$ 1,410,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 221,000	\$ 1,189,000	\$ -	\$ -	\$ 1,410,000	\$ 1,410,000
TOTAL FUNDING	\$ -	\$ -	\$ 221,000	\$ 1,189,000	\$ -	\$ -	\$ 1,410,000	\$ 1,410,000

Capital Improvement Project

Project Name	Alma-James Gravity Line
Project Number	PROPOSED
Priority	High
Department	400-614-Sewer
Description/Justification	
The replacement of the existing gravity line along Alma/James Street has been identified in the Wastewater Master Plan as the highest priority.	
The design and construction to replace the existing 8-inch gravity line along Alma/James Street with a 10-inch gravity, as well as construct a new 12-inch gravity line to replace the existing 8-inch along Magnolia Street.	
The hydraulic model completed indicates a lack of capacity in these lines to convey the existing peak wet weather flow; the recommended replacement lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity this replacement line provides will help the City maintain regulatory compliance.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost	
Engineering/Architecture	\$ -	\$ -	\$ 485,000	\$ -	\$ -	\$ -	\$ 485,000	\$ 485,000	
Construction	\$ -	\$ -	\$ -	\$ 3,485,000	\$ -	\$ -	\$ 3,485,000	\$ 3,485,000	
TOTAL COST	\$ -	\$ -	\$ 485,000	\$ 3,485,000	\$ -	\$ -	\$ 3,970,000	\$ 3,970,000	
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding	
Other Funding	\$ -	\$ -	\$ 485,000	\$ 3,485,000	\$ -	\$ -	\$ 3,970,000	\$ 3,970,000	
TOTAL FUNDING	\$ -	\$ -	\$ 485,000	\$ 3,485,000	\$ -	\$ -	\$ 3,970,000	\$ 3,970,000	

Capital Improvement Project

Project Name	Telge Gravity Main
Project Number	PROPOSED
Priority	Low
Department	400-614-Sewer
Description/Justification	
Design and construction for a 21" gravity main to service the southwest side of town (Telge) for future development and possible annexation. The gravity main along Telge would be constructed as a part of the force main extension for FM 2920 lift station consolidation.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ -	\$ 95,000	\$ -	\$ -	\$ 95,000	\$ 95,000
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 765,000	\$ -	\$ -	\$ 765,000	\$ 765,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 5,502,000	\$ -	\$ 5,502,000	\$ 5,502,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 860,000	\$ 5,502,000	\$ -	\$ 6,362,000	\$ 6,362,000
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ 860,000	\$ 5,502,000	\$ -	\$ 6,362,000	\$ 6,362,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 860,000	\$ 5,502,000	\$ -	\$ 6,362,000	\$ 6,362,000

Capital Improvement Project

Project Name	Lutheran Church/FM 2920 Gravity Line
Project Number	PROPOSED
Priority	Low
Department	400-614-Sewer
Description/Justification	
Design and construction of a new 10-inch gravity line along Lutheran Church Road and 18 -inch gravity line along FM 2920. The eastern part of the 18-inch line segment will replace the existing 12-inch line along FM 2920. This line will allow the anticipated developments along the Lutheran Church Road to connect to the City's collection system.	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ 300,000
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 676,000	\$ -	\$ -	\$ 676,000	\$ 676,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 4,863,000	\$ -	\$ 4,863,000	\$ 4,863,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 976,000	\$ 4,863,000	\$ -	\$ 5,839,000	\$ 5,839,000
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ 976,000	\$ 4,863,000	\$ -	\$ 5,839,000	\$ 5,839,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 976,000	\$ 4,863,000	\$ -	\$ 5,839,000	\$ 5,839,000

Capital Improvement Project

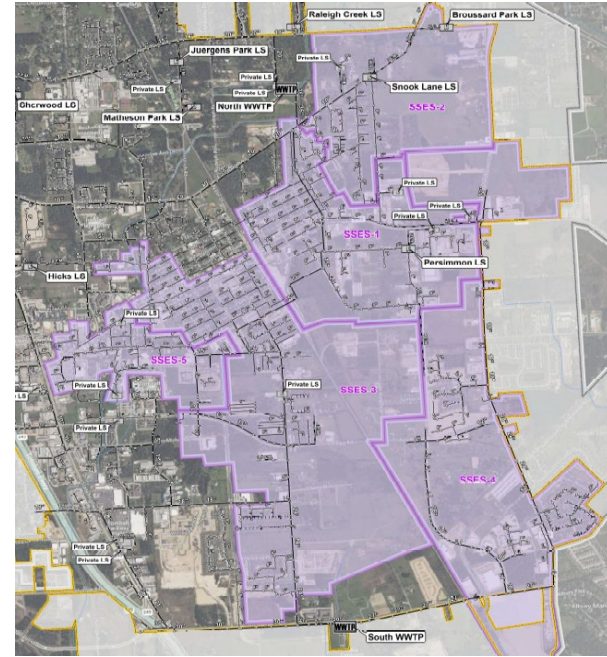
Project Name	North Willow Street Gravity Line
Project Number	PROPOSED
Priority	High
Department	400-614-Sewer
Description/Justification	
The replacement of the existing gravity line along North Willow Street has been identified in the Wastewater Master Plan as the highest priority.	
This project would replace the existing 8-inch gravity line along North Willow Street with a 21/24-inch gravity.	
The hydraulic model completed indicates a lack of capacity in these lines to convey the existing peak wet weather flow; the recommended replacement lines are sized to convey the existing and projected peak wet weather wastewater flows through 2042. The additional capacity this replacement line provides will help the City maintain regulatory compliance.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 302,000	\$ -	\$ -	\$ -	\$ 302,000	\$ 302,000
Construction	\$ -	\$ -	\$ -	\$ 2,172,000	\$ -	\$ -	\$ 2,172,000	\$ 2,172,000
TOTAL COST	\$ -	\$ -	\$ 302,000	\$ 2,172,000	\$ -	\$ -	\$ 2,474,000	\$ 2,474,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 302,000	\$ 2,172,000	\$ -	\$ -	\$ 2,474,000	\$ 2,474,000
TOTAL FUNDING	\$ -	\$ -	\$ 302,000	\$ 2,172,000	\$ -	\$ -	\$ 2,474,000	\$ 2,474,000

Capital Improvement Project

Project Name	SSES Phase 2
Project Number	PROPOSED
Priority	High
Department	400-614-Sewer
Description/Justification	
Sanitary Sewer Rehabilitation for North Basin 1 (N-01) as recommended in the Wastewater Master Plan based on the flow monitoring completed.	
During the flow monitoring, high levels of inflow and infiltration (I&I) were detected in the N-01 Basin. This project includes SSES field work to identify specific sources of I&I in the N-01 Basin. This project also includes an allowance for the design and construction of needed rehabilitation or repairs anticipated to be identified during the field work.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 310,000	\$ -	\$ -	\$ -	\$ 310,000	\$ 310,000
Construction	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -	\$ -	\$ 8,000,000	\$ 8,000,000
TOTAL COST	\$ -	\$ -	\$ 4,310,000	\$ 4,000,000	\$ -	\$ -	\$ 8,310,000	\$ 8,310,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 4,310,000	\$ 4,000,000	\$ -	\$ -	\$ 8,310,000	\$ 8,310,000
TOTAL FUNDING	\$ -	\$ -	\$ 4,310,000	\$ 4,000,000	\$ -	\$ -	\$ 8,310,000	\$ 8,310,000

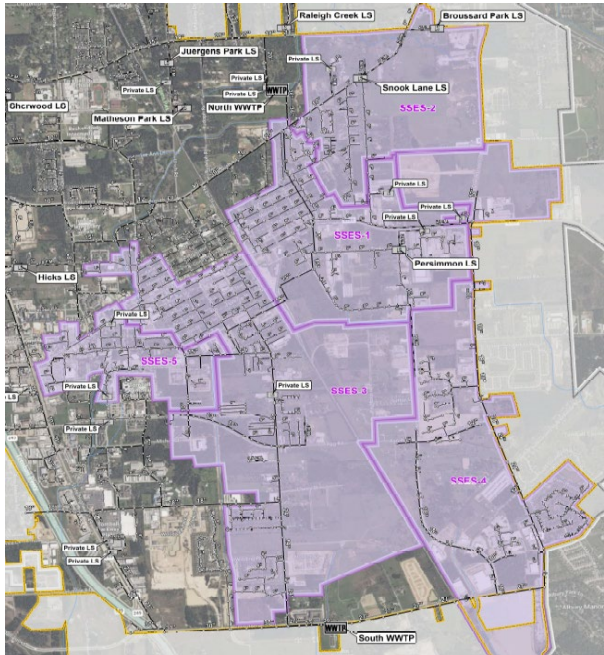
Capital Improvement Project

Project Name	Wastewater Master Plan & Impact Fee Update
Project Number	NEW
Priority	HIGH
Department	400-614-Sewer
Description/Justification	
Project includes an update to the City's Wastewater Master Plan and Impact Fee study.	
Texas Local Government Code (TLGC) Chapter 395 requires 5-year updates to the water and wastewater impact fees.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding - Sewer Capital Recovery	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
TOTAL FUNDING	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000

Capital Improvement Project

Project Name	SSES Phase 3							
Project Number	NEW							
Priority	High							
Department	400-614-Sewer							
Description/Justification								
Sanitary Sewer Rehabilitation for South Basin 2 (S-02) as recommended in the Wastewater Master Plan based on the flow monitoring completed.								
During the flow monitoring, high levels of inflow and infiltration (I&I) were detected in the S-02 Basin. This project includes SSES field work to identify specific sources of I&I in the S-02 Basin. This project also includes an allowance for the design and construction of needed rehabilitation or repairs anticipated to be identified during the field work.								
								

PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 666,000	\$ -	\$ 666,000	\$ 666,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 666,000	\$ 4,000,000	\$ 4,666,000	\$ 4,666,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 666,000	\$ 4,000,000	\$ 4,666,000	\$ 4,666,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 666,000	\$ 4,000,000	\$ 4,666,000	\$ 4,666,000


Capital Improvement Project

Project Name	Humble Road Gravity Line
Project Number	NEW
Priority	Medium
Department	400-614-Sewer
Description/Justification	
Project includes the construction of a new 21-inch gravity line along Humble Road from the anticipated Telge development to the new 30-inch line.	
This project will allow conveyance of projected future wastewater flows from the anticipated developments along Telge Road to City's South WWTP. The new 21-inch gravity line is proposed to connect to the currently under-design 30-inch FM 2920 consolidation line along Holderrieth Road.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ -	\$ 95,000	\$ 95,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,695,000	\$ 4,695,000	\$ 4,695,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 4,695,000	\$ 4,790,000	\$ 4,790,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 4,695,000	\$ 4,790,000	\$ 4,790,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 4,695,000	\$ 4,790,000	\$ 4,790,000

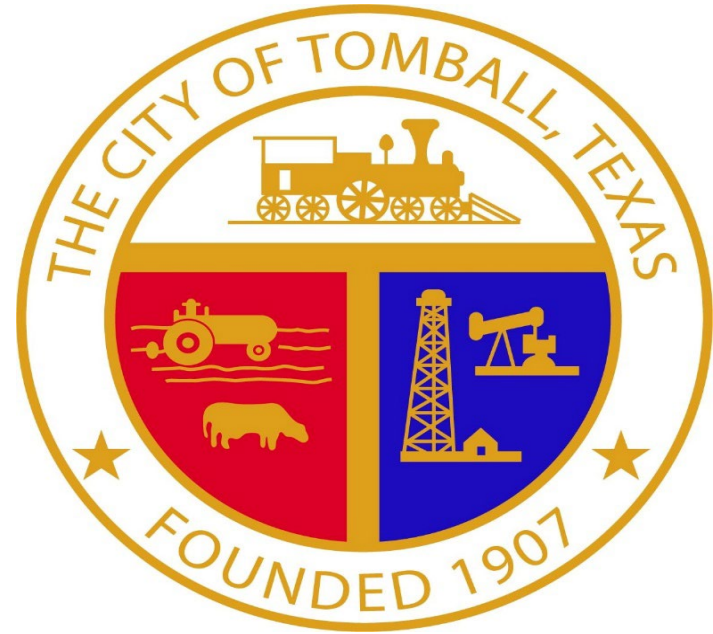
Capital Improvement Project

Project Name	Snook Lift Station Expansion							
Project Number	NEW							
Priority	Medium							
Department	400-614-Sewer							
Description/Justification								
Project includes expansion of the Snook Lane Lift Station firm pumping capacity to 0.5 MGD. This project also includes the construction of a 6-inch force main.								
It is understood that the Snook Lane Lift Station currently has firm pumping capacity of approximately 0.17 MGD and a 4-inch force main. To serve projected future peak wet weather wastewater flows, the firm pumping capacity needs to be increased to 0.5 MGD. The lift station wet well has capacity to serve the projected flows. The expansion includes replacement pumps, electrical, generator, and piping and valves and a replacement 6-inch force main sized to convey future peak wet weather wastewater flows.								
								

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,640	\$ 147,640	\$ 147,640
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 590,560	\$ 590,560	\$ 590,560
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,200	\$ 738,200	\$ 738,200
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,200	\$ 738,200	\$ 738,200
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 738,200	\$ 738,200	\$ 738,200

Capital Improvement Project

Project Name	New City Gas Gate 4
Project Number	PROPOSED
Priority	High
Department	400-615-Gas
Description/Justification	
Acquisition of land, design and construction of a fourth City gas gate to be located off Brown Road, east of Tomball Cemetery Road. Project will include a 50' x 50' site and 8" SDR, with a tie-in to the system and modifications of the existing North Gas Gate	



PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Engineering/Architecture	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ -	\$ 190,000	\$ 190,000
Construction	\$ -	\$ -	\$ -	\$ 975,000	\$ -	\$ -	\$ 975,000	\$ 975,000
TOTAL COST	\$ -	\$ -	\$ 290,000	\$ 975,000	\$ -	\$ -	\$ 1,265,000	\$ 1,265,000
FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ 290,000	\$ 975,000	\$ -	\$ -	\$ 1,265,000	\$ 1,265,000
TOTAL FUNDING	\$ -	\$ -	\$ 290,000	\$ 975,000	\$ -	\$ -	\$ 1,265,000	\$ 1,265,000

Capital Improvement Project

Project Name	Removal of District Regulator Station & High Pressure Conversion
Project Number	PROPOSED
Priority	High
Department	400-615-Gas
Description/Justification	
Removal of the DRS and high-pressure conversion due to safety of the proximity to the roadway. When the south gate was originally placed into commission the ability did not exist for the regulator station to be located at the gas gate. Due to advances the regulator station can now be located at the gas gate and the south gate has the ability to cut the pressure down to system pressure by changing pressure points on the regulators.	

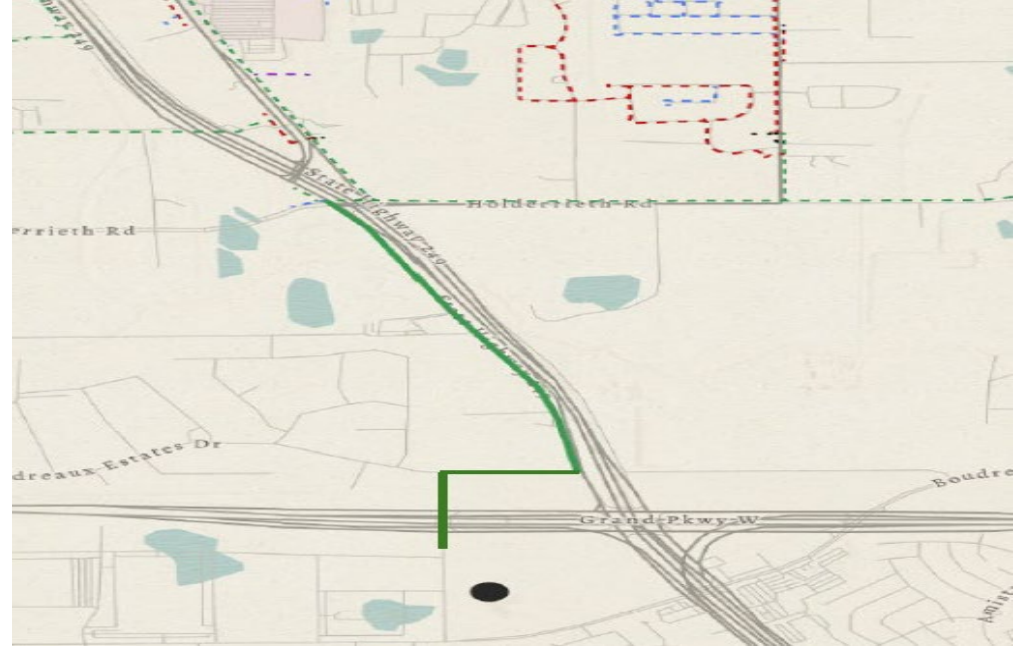


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Land/Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 135,000	\$ 135,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 140,000	\$ 140,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 140,000	\$ 140,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140,000	\$ 140,000	\$ 140,000

Capital Improvement Project

Project Name	6" Gas Line from Grand Parkway Gas Gate
Project Number	NEW
Priority	High
Department	400-615-Gas
Description/Justification	
Design and construction of 7,550LF of 6-inch poly gas line to allow the Grand Parkway Gas Gate supply to feed into the main system as well as continue the 6" inner loop along SH 249.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 205,000	\$ -	\$ -	\$ -	\$ 205,000	\$ 205,000
Construction	\$ -	\$ -	\$ -	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000	\$ 1,800,000
TOTAL COST	\$ -	\$ -	\$ 205,000	\$ 1,800,000	\$ -	\$ -	\$ 2,005,000	\$ 2,005,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding - Transfer from Enterprise Fund	\$ -	\$ -	\$ 205,000	\$ 1,800,000	\$ -	\$ -	\$ 2,005,000	\$ 2,005,000
TOTAL FUNDING	\$ -	\$ -	\$ 205,000	\$ 1,800,000	\$ -	\$ -	\$ 2,005,000	\$ 2,005,000

Capital Improvement Project

Project Name	6" Gas Line Zion Road
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 4,000 LF of 6" poly gas line along Zion Road from Raleigh Creek Drive to E. Hufsmith Road to create a 2-way feed on the northeast side of the City as well as begin the process of completing the 6" outer loop on the east side of the City.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ 110,000	\$ 110,000
Construction	\$ -	\$ -	\$ -	\$ 1,020,000	\$ -	\$ -	\$ 1,020,000	\$ 1,020,000
TOTAL COST	\$ -	\$ -	\$ 110,000	\$ 1,020,000	\$ -	\$ -	\$ 1,130,000	\$ 1,130,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 110,000	\$ 1,020,000	\$ -	\$ -	\$ 1,130,000	\$ 1,130,000
TOTAL FUNDING	\$ -	\$ -	\$ 110,000	\$ 1,020,000	\$ -	\$ -	\$ 1,130,000	\$ 1,130,000

Capital Improvement Project

Project Name	6" Gas Line FM 2978
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 4,000 LF of 6" poly gas line along FM 2978 between from Zion Road/E.Hufsmith to FM 2920 to support growth on the east side of the system as well as create a two-way feed and 6" inner loop development.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ 205,000	\$ -	\$ -	\$ -	\$ 205,000	\$ 205,000
Construction	\$ -	\$ -	\$ -	\$ 1,820,000	\$ -	\$ -	\$ 1,820,000	\$ 1,820,000
TOTAL COST	\$ -	\$ -	\$ 205,000	\$ 1,820,000	\$ -	\$ -	\$ 2,025,000	\$ 2,025,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ 205,000	\$ 1,820,000	\$ -	\$ -	\$ 2,025,000	\$ 2,025,000
TOTAL FUNDING	\$ -	\$ -	\$ 205,000	\$ 1,820,000	\$ -	\$ -	\$ 2,025,000	\$ 2,025,000

Capital Improvement Project

Project Name	4" Gas Line SH 249/Brown Road
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 6,490 LF of 4" poly gas line along SH 249 between Brown Road and FM 2920 to fix a choke point along SH 249 on the northside of the system, includes a lateral connection at Hicks Street.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Land/Site	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 155,000	\$ -	\$ -	\$ 155,000	\$ 155,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000	\$ -	\$ 1,600,000	\$ 1,600,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 160,000	\$ 1,600,000	\$ -	\$ 1,760,000	\$ 1,760,000
	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ 160,000	\$ 1,600,000	\$ -	\$ 1,760,000	\$ 1,760,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 160,000	\$ 1,600,000	\$ -	\$ 1,760,000	\$ 1,760,000

Capital Improvement Project

Project Name	6" Gas Line between Service Center Rd & Holderrieth Road
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 3,250 LF of 6" poly gas line along SH 249 between Service Center Road & Holderrieth Road to allow the Grand Parkway Gas Gate gas supply to feed into the north system as well as begin the process of completing a 6" inner loop along SH 249.	

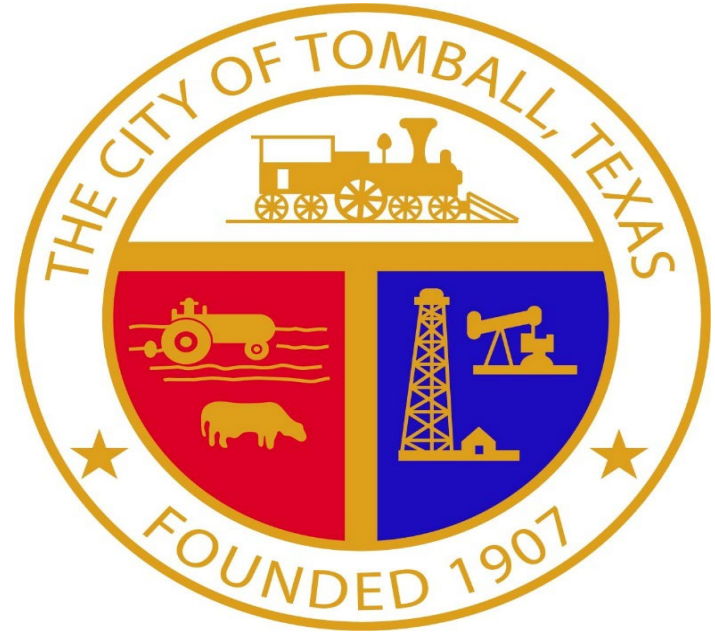


PROJECT COSTS	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
Engineering/Architecture	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 100,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ -	\$ 900,000	\$ 900,000
TOTAL COST	\$ -	\$ -	\$ -	\$ 100,000	\$ 900,000	\$ -	\$ 1,000,000	\$ 1,000,000

FUNDING SOURCES	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
Other Funding	\$ -	\$ -	\$ -	\$ 100,000	\$ 900,000	\$ -	\$ 1,000,000	\$ 1,000,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ 100,000	\$ 900,000	\$ -	\$ 1,000,000	\$ 1,000,000

Capital Improvement Project

Project Name	SCADA Monitoring for Natural Gas
Project Number	NEW
Priority	High
Department	400-615-Gas
Description/Justification	Implementation of SCADA software for monitoring all City gas gates and low points.




	FY 2024 & Prior	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ 125,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ 125,000

	FY 2024 & Prior	FY 2025 Budget	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ 125,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000	\$ 125,000

Capital Improvement Project

Project Name	6" Gas Line Calvert Road
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 2,112 LF of 6" poly gas line along Calvert Road between FM 2920 and Medical Complex Drive to support growth on the west side of the City as well as create a two-way feed on the northwest side of the City with existing 4" lines on FM 2920 and Medical Complex. The project will also continue the 6" inner loop development.	

A map of a city area showing streets and utility lines. Calvert Rd is a vertical street on the left. FM 2920 is a horizontal street at the top. Medical Complex Drive is a horizontal street in the middle. Alice Rd is a horizontal street at the bottom. State St is a diagonal street on the right. A green line segment is shown on Calvert Rd between FM 2920 and Medical Complex Drive. A red line segment is shown on Calvert Rd between Medical Complex Drive and Alice Rd. Dashed red lines form a grid pattern across the map. Dashed blue lines form a grid pattern across the map.

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ -	\$ 70,000	\$ 70,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650,000	\$ 650,000	\$ 650,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 650,000	\$ 720,000	\$ 720,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 650,000	\$ 720,000	\$ 720,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 650,000	\$ 720,000	\$ 720,000

Capital Improvement Project


Project Name	4" Gas Line Agg Road
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 3,000 LF of 4" poly gas line along Agg Road between S. Cherry Street and S. Persimmon Street to fix a choke point on the east side of the system.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ -	\$ 85,000	\$ 85,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ 750,000
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ 750,000	\$ 835,000	\$ 835,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ 750,000	\$ 835,000	\$ 835,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ 750,000	\$ 835,000	\$ 835,000

Capital Improvement Project

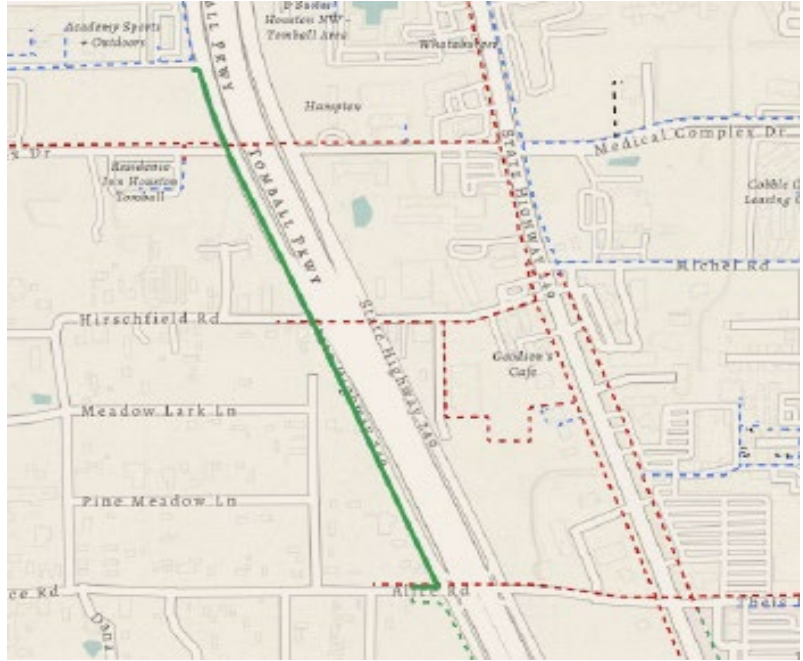
Project Name	Gas Interconnects - Northside	
Project Number	NEW	
Priority		
Department	400-615-Gas	
Description/Justification	<p>Design and construction 4,000 LF of 4"poly to improve system reliability on the northside of the City to connect system dead ends as follows:</p> <p>4" poly line along W. Hufsmith between Baker Drive & Rudolph Road</p> <p>4" poly line along W. Main Street and W. Hufsmith</p> <p>4" poly line along E. Hufsmith between Hospital Street & Timber Trails</p> <p>Project will and abandon in-place the existing 4" poly line.</p>	

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 135,000	\$ 135,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 135,000	\$ 135,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 135,000	\$ 135,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135,000	\$ 135,000	\$ 135,000

Capital Improvement Project

Project Name	6" Gas Line SH 249 north of Medical Complex
Project Number	NEW
Priority	
Department	400-615-Gas
Description/Justification	
Design and construction of 3,350 LF of 6" poly gas to coomplete a north to south loop system connection along SH 249 north of Medical Complex to Alice Road, connecting to the existing 2" poly line.	



	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Project Cost
PROJECT COSTS								
Engineering/Architecture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 95,000	\$ 95,000
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 95,000	\$ 95,000

	FY 2025 & Prior	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget	5-Year Total	Total Funding
FUNDING SOURCES								
Other Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 95,000	\$ 95,000
TOTAL FUNDING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000	\$ 95,000	\$ 95,000