

NOTICE OF REGULAR CITY COUNCIL CITY OF TOMBALL, TEXAS



**Monday, November 20, 2023
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 20, 2023 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 882 6380 4790 Passcode: 248753.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

[I.](#) Upcoming Events:

December 2 - Deck the Depot Christmas Tree Lighting 2:00 p.m. – 8:00 p.m. @ Depot

December 8-9 – Tomball Museum Candlelight Tour 6:00 p.m. – 9:00 p.m.
@ Tomball Museum

December 8-10 – Tomball German Christmas Market @ Depot and
Market St.

December 16 – TFM Christmas Market 9:00 p.m. – 1:00 a.m. @
Information Center Parking Lot

December 20 – Polar Express Sunset Market 4:00 p.m. – 7:00 p.m. @
Information Center Parking Lot

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2023-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
2. Adopt, on Second Reading, Ordinance Number 2023-46, an Ordinance of the City of Tomball, Texas Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.
3. Adopt, on Second Reading, Ordinance 2023-47, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 46-55, Separate Metering of Irrigation Systems; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

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

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

1. Approve the Minutes of the November 6, 2023, Regular City Council meeting.
2. Approve the bylaws for the Tomball Tax Increment Reinvestment Zone No. 3.
3. Approve the Final Project and Finance Plan for the Tomball Tax Increment Reinvestment Zone No. 3.
4. Approve Resolution 2023-51, a Resolution of the City Council of the City of Tomball, Texas, Amending Development Permits, Inspections & Fees in the Master Fee Schedule for Fiscal Year 2023-2024, and Providing an Effective Date.
5. Approve a Software Services Agreement with Tyler Technologies, Inc. for development and implementation of a Computer Aided Dispatch (CAD) system for a not-to-exceed amount of \$460,627 in the FY 2023-2024 through a Sourcewell contract (contract number 090320-TTI), authorize the expenditure of funds therefore, and authorize the City Manager to execute the agreement. This initial amount is included in the FY 2023-2024 budget.
6. Approve a purchase with Lone Star Recreation of Texas, LLC for an inclusive playground to be constructed at Juergens Park (Louie's Together Playground) through the BuyBoard Cooperative Purchasing (Contract #679-22) for a not-to-exceed amount of \$815,731.78, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
7. Approve a services agreement renewal with Sun Coast Resources, Inc. for the purchase of diesel fuel and gasoline for City vehicles and equipment for a not to exceed amount of \$394,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 budget.

H. New Business

1. Consider approval of agreement with HMF Americana, LLC (Developer) for City of Tomball maintenance of a stormwater detention facility serving The Shoppes at Cottage Green and The Cottage Green Tomball ("Development"), a proposed 48.96-acre planned development, situated at the intersection of Brown-Hufsmith Road and State Highway 249 in the City of Tomball, Harris County, Texas.
2. Consideration, discussion, and possible action regarding Code Enforcement.

- [3.](#) Approve Resolution No. 2023-52, A Resolution of The City Council of the City of Tomball, Texas, casting its ballot for the election of a person to the Board of Directors of the Harris Central Appraisal District.

- [4.](#) Consideration to Approve **Zoning Case Z23-16**: Request by HH 11701 Properties LLC, represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-16**

Adopt, on First Reading, Ordinance No. 2023-49, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [5.](#) Consideration to Approve **Zoning Case Z23-17**: Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-17**

Adopt, on First Reading, Ordinance No. 2023-50, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.06 acres of land legally described as being a portion

of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [6.](#) Consideration to Approve **Zoning Case Z23-18**: Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to General Retail (GR). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-18**

Adopt, on First Reading, Ordinance No. 2023-51, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to General Retail (GR). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session

Sec. 551.072 – Deliberations regarding Real Property

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of November 2023 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

- **Upcoming Events:**

December 2 - Deck the Depot Christmas Tree Lighting 2:00 p.m. – 8:00 p.m. @ Depot
December 8-9 – Tomball Museum Candlelight Tour 6:00 p.m. – 9:00 p.m. @ Tomball Museum
December 8-10 – Tomball German Christmas Market @ Depot and Market St.
December 16 – TFM Christmas Market 9:00 p.m. – 1:00 a.m. @ Information Center Parking Lot
December 20 – Polar Express Sunset Market 4:00 p.m. – 7:00 p.m. @ Information Center
Parking Lot

Background:

Origination:

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

City Council Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Adopt, on Second Reading, Ordinance No. 2023-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Public Hearing and First Reading was held and adopted during the 10/16/2023 Regular City Council Meeting.

Consideration to Approve **Re-Zoning Case Z23-15:** Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

The request is comprised of two tracts of land. One being approximately 38.97 acres located north of Brown-Hufsmith Road (hereby referred to as the “primary tract”). The second being a 9.98 tract located south of Brown-Hufsmith Road (Hereby referred to as the “secondary tract”). Each of these properties are currently vacant. City staff have met with the developer on numerous occasions over the past year to discuss the rezoning of the entire 48+ acres to a Planned Development District. Of this 48+ acre development, approximately 13.5 acres will be dedicated to commercial development which is hereby referred to as “The Shoppes at Cottage Green”. The Shoppes at Cottage Green is intended to create a pedestrian focused mixed use walkable destination which will include a mixture of retail, restaurant, and office uses anchored by a centrally located public plaza/courtyard which is planned to be partially surrounded by outdoor patio dining. Additionally, within the commercial component of this PD traditional commercial pad sites will be provided along the SH 249 frontage road, with potential for future pad sites along Baker Drive. The commercial component is planned to be connected to a unique multi-family development with a network of pedestrian paths and trails. The multi-family development hereby referred to as “Cottage Green” will be comprised of no more than 285 dwelling units on approximately 25.43 acres (approx. 12 units/acre) and provide three styles of dwelling types which transition in density from high to low as you move further east from the Shoppes at Cottage Green toward existing single-family homes

within the Springwood Subdivision. Those dwellings which are planned to be closest to the Shoppes at Cottage Green are referred to as “Veranda Homes”, or six-plex’s. These veranda homes are two story structures comprised of 6-attached dwellings. Said veranda homes will include four (4) one-bedroom units on the first floor and two (2) two-bedroom units on the second floor. The layout of the Cottage Green illustrates the veranda homes as lining the main drive into the complex. As you move outward (north & south) of the main drive, the dwelling styles transition into what are referred to as “Patio Homes”, or duplexes. These patio homes are single story structures comprised of 2 attached dwelling units. Patios homes will be offered in one-bedroom and two-bedroom arrangements. Moving further south and southeast the dwelling styles transition to what are referred to as “Cottages”. The cottages are single story, single-family detached structures and will be the land use closest to the existing single-family residential homes within the Springwood Subdivision. The Cottage Green will provide a range of amenities to the residents which will include community/fitness center, resort-style pool, two covered porches for lounging & grilling, pickleball court, dog park & wash station, open lawn areas, and decorative accent sculptures. The overarching goal of this planned development district is to establish a regional destination which creates a walkable pedestrian-oriented environment connected by a network of pedestrian paths and walking trails. The secondary tract included in this Planned Development request is to serve as off-site detention for the overall development. The applicant is currently working toward establishing a development agreement with the City of Tomball to utilize existing City of Tomball drainage infrastructure to assist in the conveyance of stormwater to this off-site detention facility. At the time of development further engineering review will be required to confirm whether this detention area is adequate to serve the proposed planned development. Otherwise, additional stormwater detention improvements may be necessary on or adjacent to the *primary tract*.

Origination:

Recommendation:

City staff recommends approval of **Re-Zoning Case Z23-15**. Planning and Zoning Commission recommends Approval (4 Votes Aye, 1 Vote Nay).

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-43

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 48.95 ACRES OF LAND LEGALLY DESCRIBED AS BEING ALL OF LOTS 1, 2, & 3 OF THE SHOPPES AT SPRING CREEK COMMONS, SECTION 1. LOT 1, BLOCK 1 OF BROWN-HUFSMITH COMMERCIAL AND APPROXIMATELY 9.98 ACRES BEING A PORTION OF THE J HOUSE SURVEY, ABSTRACT 34 FROM A MIXTURE OF COMMERCIAL (C), GENERAL RETAIL (GR), PLANNED DEVELOPMENT DISTRICT (PD) AND SINGLE FAMILY RESIDENTIAL ESTATE -20 (SF-20-E) TO A PLANNED DEVELOPMENT DISTRICT (PD #19) ZONING. THE PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF BROWN-HUFSMITH ROAD AS WELL AS THE 29700 BLOCK (WEST SIDE) OF QUINN ROAD; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Par Real Estate Holdings LLC., and Ron & Amy Haffner, represented by HMF-Americanna LLC., has requested changing the zoning district classification of 48.95 acres of land legally described as being all of Lots 1, 2, & 3 of the Shoppes at Spring Creek Commons, Sec. 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres out of the J House Survey, Abstract 34 from Commercial, General Retail, Planned Development, and Single Family Residential Estate -20 to Planned Development District (PD #19). The property is located at the northeast corner of Brown-Hufsmith Road as well as being generally located west of the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas (the "Property"), be rezoned; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. The Planned Development (PD) shall adhere to all Planned Development Regulations identified in Exhibit “A” and concept plan(s) made a part hereof for all purposes and the following additional limitation, restriction, and condition:

1. An Automated License Plate Recognition (ALPR) system shall be installed at all entrances to the property from a public roadway.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 16TH DAY OF OCTOBER 2023.

COUNCILMAN FORD	<u>Yea</u>
COUNCILMAN STOLL	<u>Yea</u>
COUNCILMAN DUNAGIN	<u>Yea</u>
COUNCILMAN TOWNSEND	<u>Yea</u>
COUNCILMAN PARR	<u>Yea</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 20TH DAY OF NOVEMBER 2023.

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

LORI KLEIN QUINN, Mayor

ATTEST:

THE COTTAGE GREEN AT TOMBALL – PLANNED DEVELOPMENT

THE COTTAGE GREEN (HMF) & THE SHOPPES AT THE COTTAGE GREEN AT TOMBALL

NEQ BROWN-HUFSMITH FM249

* The Developer and the City of Tomball are working on a development agreement related to offsite detention/drainage to serve The Cottage Green at Tomball simultaneously with the Planned Development process. As such the approval of both shall be on the same timeline and at no point be considered independent of each other.

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A. Executive Summary

The Cottage Green at Tomball and The Shoppes at The Cottage Green (“The Development”) represent a horizontal multi-family and commercial mixed-use community that aims to add value for all landowners, users, tenants, and the city. This type of development meets several of the goals and objectives in Tomball’s Comprehensive Plan, 2019. Specifically, *Goal 2, Land Use and Development*, lists the following two objectives that precisely points to this Development:

Objective LU 2.3: Promote development that creates complimentary relationships between differing land uses.

Objective LU 2.5: Increase housing choice by allowing for a mix of styles, densities, and price ranges located within appropriate locations.

As for location, the Development is located off Tomball Parkway, between Baker Drive and Brown-Hufsmith Road comprising of approximately 39 acres. There is great regional connectivity but also situated in a manner to create a sense of place and being for residents and patrons. Which is a benefit to this type of mixed-use development integrating commercial uses with complimentary residential options. The Cottage Green and The Shoppes takes its design template from a traditional Southern Vernacular style of architecture with a southern beach vibe. The overall project and intent of this Planned Development provides a coordinated design with enhanced amenities, landscaping, and walkability.

The residential portion, The Cottage Green, is a type of Horizontal Multi-Family (HMF) use. It will encompass approximately 25.43 acres. The density is lower than traditional multi-family offerings as the residential and community uses are dispersed over the site. The Cottage Green will provide no more than 285 dwelling units, on one property, in detached cottages, attached patio homes, and sextuplet buildings. Buildings have front porches close to the driveways, picket fences, walkable, in a quaint environment. Because of the unique nature of HMF in general and The Cottage Green in particular, there is no direct zoning district in the Tomball ordinance to accommodate this development genre.

The Cottage Green will provide a housing option that is not readily available in Tomball. It is the best combination of multi-family and single-family development. The management and maintenance will be handled by one owner like a garden-style multi-family complex; however, residents can have their own yards, dedicated parking, patios, and front porches as a

traditional neighborhood. The upscale amenities, such as a resort-style pool, park, pickleball court, fitness center, and gated entry creates a sense of community for the residents. This is a much better alternative to an apartment complex for those who are downsizing and/or those who are upwardly mobile in their housing choices.

Adjacent to The Cottage Green Tomball is a 13.5+ acre commercial development temporarily named The Shoppes at The Cottage Green. The Shoppes development is made up of two parts:

1. Vehicular-oriented commercial (Pad sites) adjacent to Tomball Parkway/249 Frontage Road.
Standard user driven sites to accommodate most typical conditions such as parking and signage facing the main road. Dumpster in the back fully enclosed.
2. Pedestrian-oriented, small-scale neighborhood boutique commercial.
The boutique commercial development will take architectural clues from The Cottage Green with small scale buildings designed to keep the development intimate instead of big box style. This area is focused on the user experience and connectivity with the overall development. Enhanced landscape and additional amenities will separate this development experience from any other standard shopping experience. Secondary users may be added at later phase to enhance the development facing Baker Street with Vehicular-oriented characteristics.

The purpose of this Planned Development is to coordinate, combine, and share the design theme, as well as, actual development requirements. Open space or green space and pervious coverage areas are an important feature of The Cottage Green and Shoppes. These areas (combined definitions) are planned to be at least 40% for The Cottage Green and 20% for The Shoppes. The Cottage Green provides the park areas, green yards at most units, including the landscaped courtyards between buildings, the landscaped parking lots, and extensive vegetative buffer and streetscape surrounding the perimeter. The Shoppes will have a large green amenity space, enhanced landscape beds, plush streetscape, and a 15-foot landscape buffer separating The Cottage Green. However, as a combined development those pervious coverage areas may fluctuate to create the best overall look and feel for residents and patrons. In addition to ensure adequate pervious coverage is met and/or exceeded throughout, the almost 10 acres offsite adjacent detention may count toward open space calculations. A separate development agreement detailing the offsite detention/drainage serving the entire project is being negotiated with the Developer and City of Tomball simultaneous with this Planned Development. Such agreement shall be on a parallel timeline and considered collectively as neither can be effectively approved without the other. It is the intent that the design and development of Cottage Green at Tomball be linked with the afore mentioned detention/drainage agreement for perpetuity.

B. General Provisions

This application was prepared on behalf of HMF Americana, LLC pursuant to the City of Tomball's ordinances and is intended to meet or exceed the standards of those ordinances. Where there is unique design or deficiencies to the ordinance, this Planned Development and its standards shall override. Developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that there exists an overall set of policies and standards to provide a framework to help guide these changes. To protect and enhance property values by controlling the scale, design, and compatibility of development, this Planned Development for new construction has been created. The development of this site intends to be consistent with all standards and exhibits referenced/attached hereto. The words contained within this document shall take precedence over images submitted as part of the zoning application package, including renderings and site plans, which have been provided for illustration purposes.

C. Land Uses

Tomball's Future Land Use Plan has designated this area as *Neighborhood Commercial* with three current zoning districts: Commercial, General Retail, and Planned Development #1-2008. The intent outlined in the Comprehensive Plan for this area is for commercial uses that are developed with the appropriate context, scale, and design to compliment residential development. These areas should be accessible by both vehicles and pedestrians. The Cottage Green and The Shoppes at Cottage Green are squarely consistent with Tomball's land use designation.

The Development will be composed of multiple land uses that may include commercial, retail, office, recreational, horizontal multi-family, etc. The final composition of the allowed land use shall be dictated by market conditions as related to the commercial development, however, The Cottage Green at Tomball shall be developed as submitted. The overall site plan

for The Development illustrates the mix of uses proposed and variety for horizontal multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for the smaller pad sites along Tomball Parkway. The larger pad sites and anchor stores for retail and restaurants will be in the boutique commercial development. Parking requirements ratios shall be based on Urban Land Institute (ULI) allowing flexibility during peak hours for the different uses to share the overall pool of parking.

D. Permitted Uses

Any uses permitted within the Multifamily Residential District (MF) and General Retail District (GR) listed in the City of Tomball Ordinance use regulations charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

1. The Cottage Green (Horizontal Multi-family development)

The City of Tomball's permitted uses, as in most municipal codes, define dwelling units by the number of families housed and whether units are attached or detached. The Cottage Green is a new and innovative concept in land utilization so it does not fit in a single-family category, a two-family category, a multi-family category, or any category in between. The Multifamily Residential District (MF) will be used as the base zoning district for the purpose of development guidelines. However, The Cottage Green's unique design for the type and mix of units on a single lot requires alternative dwelling categories. This Planned Development adds three new dwelling unit types and definitions specific to The Cottage Green.

Cottage means one-family detached dwelling unit in a single-story building. Cottages contain two bedrooms less than 1,000 square feet with a private fenced yard, covered porch, and/or covered patio.

Patio Home means two-family attached dwelling units in a single-story building. Patio Homes are attached at the rear of each unit and include a front yard and/or private porch area. These dwelling units are less than 1,000 square feet with one and two-bedroom options.

Veranda Home or Sixtuplet means six-family attached dwelling units in a two-story building. Veranda Homes includes four, one-bedroom units on the first floor less than 650 square feet and two, two-bedroom units on the second floor approximately 1,200+/- square feet. Each unit has a separate entrance with direct access to the walkways and parking areas. Additionally, all Veranda Homes have private, covered patios, balconies, and/or porches. Veranda Homes is situated along the main driveway of the Development.

2. The Shoppes at The Cottage Green (Commercial Development)

In addition, the following uses will be permitted as-of-right: (intended for vehicular-oriented pad site only)
Eating establishment (with drive-in service)
Automobile wash (self-service)

E. Development Guidelines

Unless otherwise outlined in this document, the City of Tomball Ordinance shall govern regulations and requirements for this property. Any change to this document would necessitate a change to the Planned Development and would require either City Planner and/or Community Development Director approval for minor modifications or Planning & Zoning Commission/City Council approval for major changes.

1. The Cottage Green (Horizontal Multi-family development)

A. Lot Standard and Building Setbacks

1. Density	Not to exceed 12 dwelling units per Net Acre. Net Acre is defined as the minimum lot area, not including the offsite detention acreage.
2. Minimum Lot Area	25.43 Acres
3. Minimum front yard	The minimum front yard setback from the property line will be at least 30 feet and situated to the south adjacent to Brown-Hufsmith Road.
4. Minimum side yard	The side yards are the east and west boundaries. The side yard setback adjacent to The Polly Carter Community Garden and Trail's property line will be more than 25 feet from the closest building. The additional side yard setback to the east will be at least 60 feet from the buildings to the boundary property line of the single-family homes in the Springwood Subdivision. The western side yard adjacent to the Shoppes will be 15 feet from the property line and the dwellings units will be at least 50 feet from the property line.
5. Minimum rear yard	Rear yard setback is a minimum of 50 feet from the property line adjacent to Tomball Methodist Church to the north.
B. Building Requirements	
1. Height Regulations	One story dwelling units and accessory buildings, including garages and maintenance building, not to exceed 20 feet. Two story dwelling units and community buildings, including clubhouse, mail kiosk, and clock tower, not to exceed 35 feet.
2. Building length	Dwelling units, accessory buildings, and community building not to exceed 200 feet in length.
3. Minimum building separation	One-story buildings, Cottages, are at least 6 feet apart on interior sides and minimum 20 feet from each building rear. The front doors of those facing the landscaped courtyards are at least 25 feet apart. All patio homes are one story. The One-Bedroom patio homes are 10 feet apart and the Two-Bedroom patio homes are 3 feet apart. Where there are 2-bedroom Patio Homes, the separation is approximately 3 feet on one side. Two-story buildings, Veranda Homes, are 9 feet apart on interior side and a minimum 15 feet apart from the one-story buildings. This includes private yards, porch, and sidewalks. The Community building is more than 20 feet from any dwelling building. The rear of Garages are at least 10 feet from dwelling buildings. The four bay Garages are 6 feet apart from each other. All buildings will comply with separation standards of the adopted Fire Code.
4. Minimum floor area per dwelling unit	One-bedroom Patio Homes have a minimum floor area of 650 square feet. One-bedroom Veranda Homes have a minimum floor area of 550 square feet. Two-bedroom Cottages and Patio Homes have a minimum floor area of 900 square feet and 800 square feet, respectively. Two-bedroom Veranda Homes have a minimum floor area of 1,150 square feet. All dwelling units include private outdoor living space within the yard, patio, porch, or balcony, adding at least 100 more square feet.
5. Maximum lot coverage	Maximum lot coverage is 42%, which includes 9.98-acre adjacent offsite detention pond. Impervious coverage not to exceed 50%.

6. Green space; recreational areas

The minimum greenspace and recreation areas will be 50% of the gross platted area. However, each dwelling unit will have private yards, porches, patios, or balconies for personal use. The Community Building, Pool, Dog Park, Pickleball Court, and People Park more than 10,000 square feet of recreation area. Additional recreation and green space will be provided and accessible to residents at the Shoppes.
- C. Streets and Driveways
1. Fire easements accessible

The main driveway into the development is 28 feet wide and will be used as a dedicated fire lane easement. All other internal driveways are at least 24 feet. Final design will designate fire lane easements to ensure all buildings are accessible within 150 feet of a marked fire lane.
 2. Internal driveways

All internal driveways will be constructed of concrete with curbs and gutters. The main driveway will be at least 28 feet wide and other driveways will be 24 feet. All driveways will be lighted at night with a minimum intensity of two-foot candles' illumination.
 3. Gated/secured entrances

There will be three gated entrances onto the property. The primary entrance will be restricted through the commercial development. The other two are along Brown-Hufsmith Road and will be setback at least 25 feet to allow proper stacking.
 4. Entrance

The primary entrance is divided with two minimum ingress lanes of 20 feet and less than a maximum of 45 feet in width. The secondary entrances on Brown-Hufsmith Road are 28 feet wide.
 5. Parking Spaces

Parking spaces will not be less than 2 per home built. Enclosed garages, under carports spaces, and spaces near each unit along the driveways, count towards the total parking spaces.
 6. Parking Location

The parking areas on the main driveway will be separated by a 5-foot-wide grassy area and a 4- or 5-foot walkway. All other parking areas will have a 2-foot grassy area and 4-foot walkway.

Parking spaces, carports, and garages are at least 10 feet from any building. Additionally, they will be at least 30 feet from the front and rear lot lines.
 7. Parking Stalls

90 Degree Stalls: Width 9 feet, Depth 18 feet, Aisle 24 feet, Curb Length 9 feet

45 Degree Stalls: Width 9 feet, Depth 27.6 feet, Aisle 28 feet, Curb Length 12.5 feet
2. The Shoppes at The Cottage Green (Commercial Development)
- Varied standards are listed below.
- A. Lot standard
1. Minimum lot area (sq ft): 20,000
 2. Minimum lot width (ft): 100
 3. Minimum lot depth (ft): 200

B. Building Setbacks (When adjacent to an arterial public street)

- | | |
|---------------------------------|--|
| 1. Minimum front yard setback: | 35 feet when adjacent to an arterial street, Brown-Hufsmith Road. |
| 2. Minimum side street setback: | 25 feet when adjacent to an arterial street, State Highway 249. |
| 3. Minimum side yard setback: | 15 feet adjacent to residential to the east which includes appropriate buffer. |
| 4. Minimum rear yard setback: | 15 feet adjacent to Baker Road. |

C. Building Requirements

- | | |
|--|---------|
| 1. Building height: | 50 feet |
| 2. Building floor area, maximum: | 1:1 FAR |
| 3. Building lot coverage, maximum: | 50% |
| 4. Impervious (surface lot) coverage, maximum: | 80% |
| 5. Outside storage lot coverage, maximum (sf): | 5% |

F. Landscape Standards

A landscape plan will be created and submitted separately with full construction plans. The development will meet or exceed all City of Tomball landscape standards. Both sets of landscape plans will include the following:

- | | |
|--|--|
| <ul style="list-style-type: none">• The scale shown in both written and graphic form.• Location, size, and species of all trees to be preserved (do not use tree stamps unless they indicate true size and location of trees).• Where credited trees are proposed, a plan indicating how these existing trees will be protected from damage during construction.• Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to | <ul style="list-style-type: none">include depth of water), topography of site, or other landscape features.• Species and common names of all plant materials to be used.• Size of all plant material to be used (container size, planted height, etc.).• Spacing of plant material where appropriate.• North arrow/symbol and a small map showing where the property is located.• Date of the landscape plan. |
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1. The Cottage Green (Horizontal Multi-family development)

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|-----------------------------------|--|
| a. Landscape area minimum (sq ft) | At least 10% of the area will not be covered by buildings and will be landscaped. There will be a total of 171 trees 2" minimum size throughout. |
| b. Street side landscape buffer | The landscape buffer adjacent to Brown-Hufsmith Road will be at least 10 feet wide. |
| c. Front yard | At least 15 percent of the front yard, Brown-Hufsmith Road, shall be permanently landscaped area. |
| d. Street trees, minimum | One large tree shall be required per 40 linear feet (or portion thereof) of street frontage. Large trees shall be a minimum of |

three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

2. The Shoppes at The Cottage Green (Commercial Development)

- | | |
|--|--|
| a. Green space / recreational areas: | <p><i>Vehicular-oriented commercial</i> - Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.</p> <p><i>Pedestrian-oriented commercial</i> - Match requirements from Vehicular-oriented commercial. Additional amenities are required such as courtyard, lawn, trails, shade structure and outdoor furniture.</p> |
| b. Landscape area minimum (sq ft): | <ul style="list-style-type: none"> - Sites up to 20,000 sq ft = 5%. - Sites of 20,000 sq ft to 200,000 = 7.5%. - Sites over 200,000 sq ft = 10% of area NOT covered by building or structure. |
| c. Street side landscape buffer: | <ul style="list-style-type: none"> - 15-foot-wide along (SH 249) - All boulevard entrances and other site entrances from SH 249, Baker Dr and Brown-Hufsmith Rd must be furnished with a minimum 5-foot-wide landscape strip and provide one large street tree every 40-linear foot of street frontage. |
| d. Street trees, minimum: | One large tree and three small trees for every 40-linear foot of street frontage. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement. |
| e. Tree requirements, minimum (in addition to required street trees) | <p>Sites less than 3,000 sqft = 3</p> <p>Sites of 3,001 to 7,000 sqft = 4</p> <p>Sites of 7,001 to 10,000 sqft = 5</p> <p>Sites of 10,001 to 20,000 sqft = 6</p> <p>Sites of 20,001 to 30,000 sqft = 7</p> <p>Sites of 30,001 to 40,000 sqft = 8</p> <p>Sites over 40,000 sqft = per 20,000 sqft = 3</p> |
| f. Parking lot trees, minimum: | One tree shall be planted in the parking area for every (10) parking spaces, for parking lots with more than 20 spaces. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where trees are located. |
| g. Within 15' commercial/multifamily buffer | Enhanced landscaping and iron fencing to be included at vehicular/pedestrian entry of multifamily to promote cohesive |

theme of overall development. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

G. Parking Lot Landscaping

A landscape plan will be created and submitted separately with full construction plans to include parking lot landscaping. The development will meet or exceed all City of Tomball landscape standards.

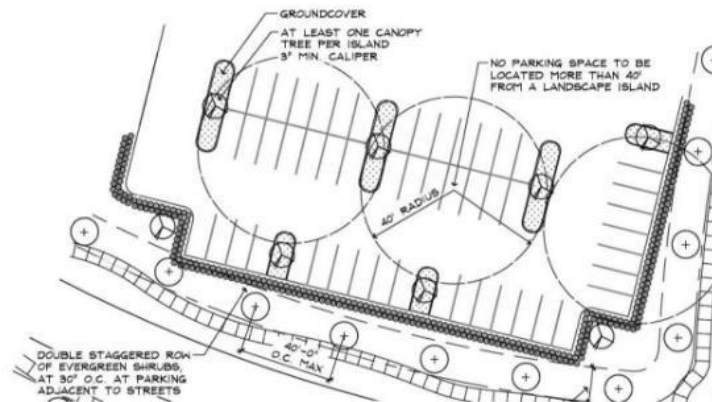
1. The Cottage Green (Horizontal Multi-family development)

A two-foot pervious area will be adjacent to all parking areas between the pedestrian walks and parking stalls. There will also be landscaped islands throughout, especially on either side of the garage and carport bays.

2. The Shoppes at The Cottage Green (Commercial Development)

Parking areas for pad sites must be connected to parking areas of adjacent parcels and structures with a connecting driveway. A continuous double hedge row of shrubs planted with triangular spacing along the parking lot boundary adjacent to a street (major throughfare, throughfare, boulevard entrance, etc.) is required. The shrubs shall be a minimum of five (5) gallon size of thirty-six (36") in height, planted thirty inches (30") on center and maintained at a uniform height of forty-two inches (42").

At areas where monument signage may be installed a temporary interruption in continuity (up to 20') may be warranted for signage visibility. One nine by nineteen-foot (9'x19') landscape island is required for every ten (10) parking spaces. Landscape Island may include a 6" perimeter concrete curb within the required 9'x19' area. Each island shall contain a minimum of one (1) three-inch (3") caliper canopy tree with the remaining planted area consisting of a low shrub or groundcover. An 18" strip of gravel contained by steel edging shall be located directly adjacent to any length of parking stall. No sod or hydromulch shall be permitted within the island extents. Each island corner shall consist of a three-foot



(3') radius along the driving isle. Each bay of parking must be separated from the end drive aisles by a landscape island consisting of the required parking lot island landscaping. A typical parking lot planting scenario can be found below:

Parking lot landscape exhibit

H. Buffering / Fencing

1. The Cottage Green (Horizontal Multi-family development)

- a. Buffer between Multi-Family and Single-Family
Opaque screen will be erected adjacent to the single-family homes in the Springwood neighborhood. Such screening will include a treated wood fence no less than six feet in height. All buildings are at least 60 feet from the boundary property line of the Springwood neighborhood. Additionally, a 10-foot buffer of landscaping will be added. Such buffer will include one large tree per 40 linear feet (or portion thereof). Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees.
- b. Materials
All opaque screening along the northern property lines adjacent to the Tomball Methodist Church and Polly Carter Community Garden will be treated wood fencing no less than six feet in height.
- c. Refuse Area
Three sides will be constructed of a six-foot masonry wall and include an opaque metal gate on the fourth side.
- d. Buffer between Commercial and Residential
The landscaped buffer of 15 feet wide will be provided on the adjacent commercial development to the west. Within the side yard, a combination of iron fencing, garages, and landscaping will be placed along the residential property line. See landscape standards above for details.

2. The Shoppes at The Cottage Green (Commercial Development)

- a. Buffer between Commercial and Multi-Family
Where commercial is adjacent to the Cottage Green multifamily, a 15-foot landscape buffer is required to be installed incorporating non-opaque screening, such as wrought iron or metal fencing. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees. Tree species will vary, including Oak, Pine, and low shrubs to gain vertical screening.
- b. Materials
All other fencing material may be treated wood, masonry, reinforced concrete, or similar suitable materials without openings, unless in special areas where visibility is encouraged.
- c. Refuse Area
All refuse containers must be screened on three sides by a minimum 6-foot solid masonry wall and include an opaque metal gate.

I. Sidewalks

This Planned Development anticipates pedestrian paths to enhance movement and access for residents and patrons in both the residential and commercial areas. Residents will have convenient access to the commercial development but connectivity will be restricted from the commercial to the residential by secured, gated entrances. The overall development is designed to promote walkability.

1. The Cottage Green (Horizontal Multi-family development)

- a. Walkways Five-foot sidewalks along the main driveway adjacent to the Community Building and Sixtuplet Buildings.
Four-foot sidewalks throughout connecting to separate walkways at each dwelling unit/building.
- b. Parking Areas Four-foot-wide sidewalk connects the parking areas to separate walkways for each dwelling unit.
- c. Materials All sidewalks shall be paved with concrete.

2. The Shoppes at The Cottage Green (Commercial Development)

Sidewalks:

- a. Minimum 5-foot-wide sidewalks shall be provided along all commercial frontage/access points for both mixed-use & pad sites.
- b. Minimum 5-foot-wide primary pedestrian sidewalk to be included as primary pedestrian connection linking commercial pads sites & commercial mixed-use components. This primary pedestrian sidewalk to connect/integrate with primary entry/connection to multifamily component. This primary pedestrian sidewalk to connect/integrate with required SH249 & Brown-Hufsmith Road sidewalks.
- c. All sidewalks shall be paved with concrete for primary connections.

Connectivity:

- a. All commercial and multi-family components must be interconnected with the overall site.
- b. All building entries to be accessible via pedestrian pathways via public roads (SH249, Bakers Dr & Brown-Hufsmith Rd) or as required by the City of Tomball Ordinances.
- c. Crosswalk striping to be provided at all pedestrian crossings of internal/private drives for enhanced safety. Crosswalk striping to be provided at public ROW sidewalk crossings (along SH249 & Brown-Hufsmith Rd).

Materials

- a. Sidewalk material will be limited to one of the following: concrete, concrete pavers, integrally-colored concrete, or stamped concrete.

J. Signage

Detailed plans and specifications of any sign must be submitted for review prior to installation. The sign designs are subject to review and approval by the Developer to ensure consistency with the overall development theme. All signs must be fabricated and installed in compliance with all applicable City of Tomball ordinances as well as the following additional site-specific standards:

- a. Pole signage to be prohibited within the full Cottage Green Development.
- b. Monument signage base material to be masonry. Finishes above base must be of high-quality finishes that are complimentary with the architectural style/finishes prevalent within the overall development. Finishes may include masonry, wood siding (treated), fiber cement siding, & flat metal paneling. The following materials are prohibited: industrial/corrugated metal, untreated wood.
- c. Monument signs are to be located minimum 10' from property lines facing any public ROW
- d. Monument signs may encroach or partially encroach public utility easements if particular utility easements allow such improvements within.
- e. Monument signs may encroach into ROW landscape setbacks and may interrupt required landscaping improvements for no more than 40' of frontage length.

1. The Cottage Green (Horizontal Multi-family development)

The Cottage Green will have one masonry monument sign at the main entrance within the side yard adjacent to the commercial development. Another masonry monument sign will be at the entrance along Brown-Hufsmith Road leading into the rear of the commercial development. This sign and driveway entrance will give residents direct access to the

gated residential development. All buildings shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

2. The Shoppes at The Cottage Green (Commercial Development)

Additional commercial standards include:

- a. Dual-tenant / pad-site monument signage height to be limited to 12' & maximum area limited to 250'.
- b. Multi-tenant / mixed-use monument signage height to be limited to 18' & maximum area limited to 300'.
- c. Individual pad site signage prohibited along SH249. Dual-tenant monument signage required for every 2 adjacent pad sites.
- d. (1) multi-tenant monument sign allowed along SH249 frontage for mixed-use (non-pad) commercial user representation.
- e. (1) multi-tenant monument sign allowed along Brown-Hufsmith Rd frontage for mixed-use (non-pad) commercial user representation.
- f. Additional internal multi-tenant way-finding signage allowed within mixed-use component.

Where guidelines above conflict with City of Tomball regulations, the city code will govern. In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, oscillating, iridescent or dayglo painted signs, signs which make noise, incandescent or fluorescent illuminated signs, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface. Other prohibited signs include changeable message banners, flags, and single-pole signages. Pylon signs, must have 2 poles and be architecturally cohesive with the Planned Development architecture style. Balloons, streamers, pennants, bunting, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures are deemed to be inconsistent with the intent of this Planned Development and prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to Developer approval.

For building mounted signs, Tenants shall design as an integral element of the storefront design, with letter form size and location appropriately scaled and proportioned to the overall storefront design. All Tenant sign designs must be submitted and subject to approval by the Developer.

One building identifier will be permitted for each Tenant having an exterior public entrance. The maximum span of the Tenant's sign shall not exceed 75% of the store frontage width. Tenants with 5,000 square feet or less may have building signage not to exceed a maximum of 36" in height and tenants in a lease space greater than 5,000 feet may have signage up to 48" tall. For spaces larger than 10,000 square feet, the signs must be an integral part of the store front design, with letter size and location appropriately scaled and proportioned to the overall store front design. The information on the sign will consist of the name of the Tenant in a typeface of their choice. The use of pictorial logos or symbols may be considered for nationally recognized tenant's trademarked logos. The message will typically appear as one horizontal line of copy. Two lines are allowed if the tenant's name will not fit on one line.

All sign designs are subject to review and approval by the Developer.

K. Architectural Criteria

The overall development style mimics a traditional southern vernacular style of architecture with a beach town vibe. These recommendations and standards are meant to foster a sense of design continuity that creates a sense of place in the master planned mixed-use land development. The building façade finishes and materials should include:

- a. Usage of coastal / southern classical materials and finishes are encouraged, including wood siding, fiber cement siding, board and batten, etc. the usage of raw materials and finishes are discouraged (exposed steel (painted), architectural steel, metal cladding, aluminum, composite aluminum panels, corten steel, decorative CMU (Concrete Masonry Unit) blocks, brick masonry, concrete (raw, board-formed, or form-liner concrete)).
- b. A consistent palette of materials appropriate to the regional context should be employed for exterior materials. A

- range of natural earth tones is recommended, with coastal accent colors utilized as a secondary application.
- c. Accent colors and/or painted graphics/art (only as minimal & part of a signage) may be permitted when deemed to add value to overall project and community aesthetic.
- d. Prior to plan submittal, ALL building elevation/material plans will be subject to final review/approval by the developer and/or representative authorized to act on behalf of the developer in accordance with applicable restrictions.

1. The Cottage Green (Horizontal Multi-family development)

The multifamily architectural design style must be compatible with the design intent for the overall project.

2. The Shoppes at The Cottage Green (Commercial Development)

The following Architectural Criteria is intended to make the building designer aware of the architectural context, not to inhibit or limit unique design. The building façade criteria and features should include:

- a. Building facades shall include offsets, changes in building materials, colors, textures, and architectural detailing that creates shade and cast shadows.
- b. Facades greater than 100 feet in length shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet. This Regulation applies to all building facades within the PD except for the building rear façade.
- c. Canopies, arcades, or recessed entries shall be provided at pedestrian entrances to the building. Canopies and arcades shall be structural extensions of the building and cover a ground area of at least 20 feet. A recessed entry shall be at least 20 square feet in size.
- d. The front façade of the multi-tenant retail building facing SH 249 and facing Brown-Hufsmith shall be at least 60% transparent by means of storefronts, entrances, and display windows.
- e. Facades of all buildings within the PD shall be of similar architectural design, colors, and materials.
- f. The developer or city planner may approve alternative canopy or façade treatments not specified herein if equal or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- g. Columns should be simple in form and are encouraged to incorporate a traditional Southern Vernacular style of architecture.
- h. All rooftop equipment shall be screened so as not to be visible from the finished elevation of the parking area and common amenity space.

The photos provided below are examples for massing, scale, proportion, and building materials to aid in understanding the intended community style. The following photos reflect the broad architectural style meant to be expressed and not one single image captures the exact look.

Multi-tenant retail & Pad retail – style inspiration



L. Lighting

This Planned Development provides recommendations for a coordinated family of site lighting and materials for use in open areas. Parking lot lighting must be designed in an attempt to maximize pedestrian and vehicular safety and in accordance with Illuminating Engineering Society of North America (IESNA) recommended standards. Additionally, parking lighting should be shielded with sharp cut-off in order to promote "dark sky" concepts and limit intrusion into adjacent properties and on a house meter. Photometric calculations and drawing documentation are required for each project assuring minimal light trespass into or onto adjacent properties and the sky-dome. All light fixtures must be LED or low-energy / high efficiency and be submitted with cut sheets for developer approval.

Parking Lot Lights:

Color – Black or dark bronze, complimenting metal trims selections in development. Pole Height – $\pm 25'$

Base – $\pm 3'$ tall concrete base.

Additional lighting specifications must be provided per photometric study and site-specific design needs.

M. Amenities

The amenities in the Planned Development intends to create a sense of place and comfort for the residents, patrons, and business owners. Additionally, the well-appointed amenities will add overall value to the City of Tomball.

1. The Cottage Green (Horizontal Multi-family development)

Specific common area amenities within the development will exceed 11,000 square feet. Those items and other amenities that are useful and desirable to residents include the following:

- a. Community Building to house a leasing office, conference room, and public kitchen areas
- b. Fitness center with state-of-the-art equipment
- c. Resort-style pool
- d. Two covered porch areas for lounging, grilling, and a fire pit
- e. Mail kiosk
- f. Pickleball Court
- g. Bark Park with Wash Station
- h. Open lawn area
- i. Decorative accent sculptures
- j. Separate maintenance building
- k. On-site management

For the comfort and convenience of the tenant, every unit has well-appointed amenities including the following:

- a. Private, fenced yards and/or covered porch and patio areas
- b. Lawn maintenance
- c. Nine-foot ceilings with ceiling fans
- d. Energy-efficient and stainless-steel appliances
- e. Faux wood and carpet flooring
- f. In unit clothes washer and dryers
- g. Quartz countertops
- h. Large closets

2. The Shoppes at The Cottage Green (Commercial Development)

The following amenities are required within the *Vehicular-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.

The following amenities are required within the *Pedestrian-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.
- c. Shade structures (minimum 1), along pedestrian pathways or courtyard.
- d. Public plaza / courtyard, composed of architectural concrete or pavers. The courtyard to be partially surrounded by restaurants patio areas.
- e. Lawn, a minimum of 30% (thirty) percent of the designated public plaza / courtyard area.
- f. Furniture, such as benches and / or low masonry seating walls.
- g. Architectural tower / landmark minimum of 30' (thirty) feet of height to visually attract the users to the amenities and shopping experience.

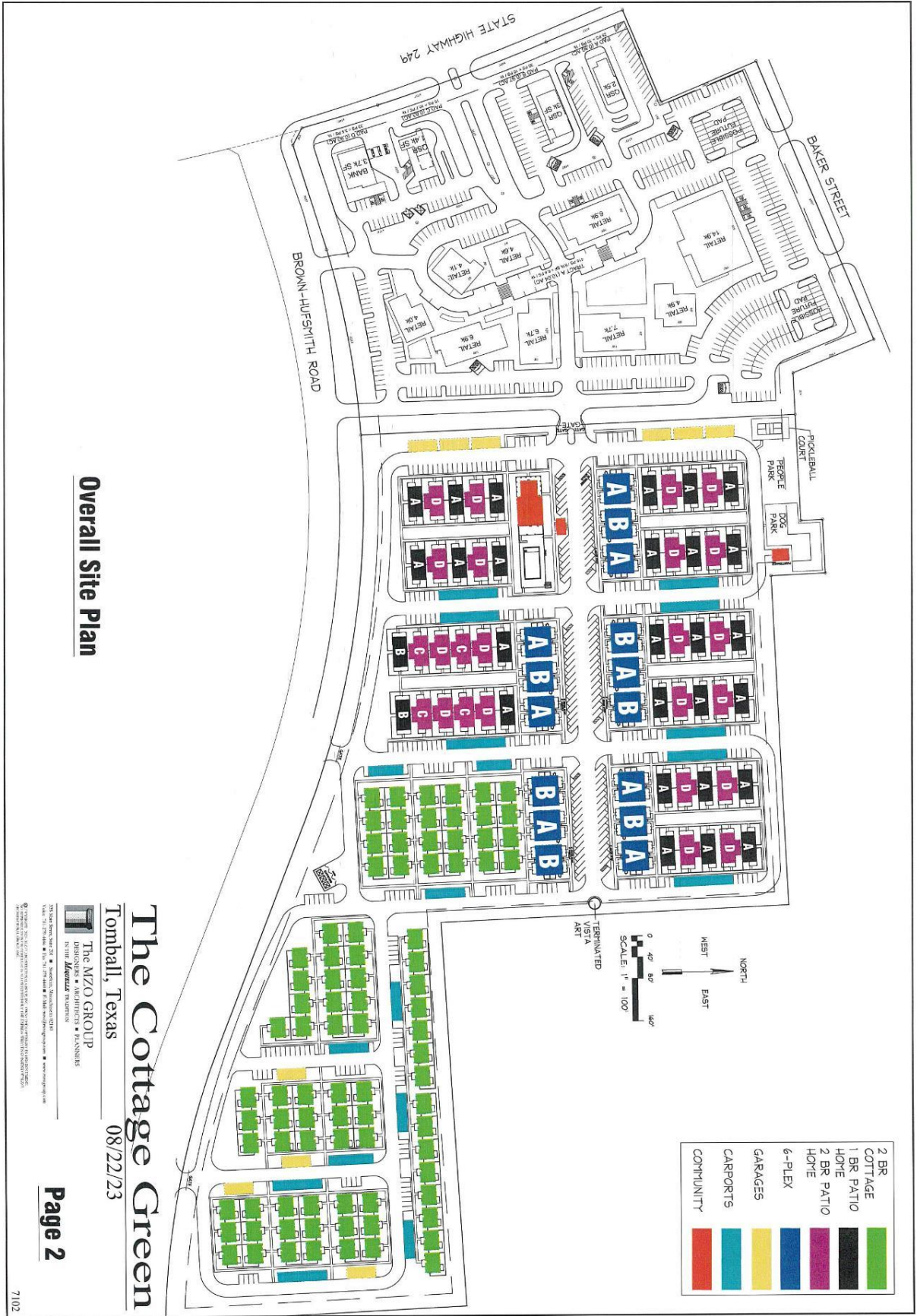
N. Minor Modifications

The following minor modifications of the Planned Development are allowed provided that such modifications shall be reviewed for compliance with the applicable City of Tomball Ordinances, and this will be approved by the City Planner or Community Development Director.

1. The Cottage Green (Horizontal Multi-family development)
 - a. Modifications to dwelling unit offerings between Cottages, Patio Homes, and Veranda Homes.
 - b. Minor adjustment to dwelling unit square footage provided the minimum square footage is consistent with the PD.
 - c. Modifications to the number and location of each dwelling unit provided all are maintained on the residential parcel and do not exceed the density established in the PD.
 - d. Modification of the type and location of parking spaces provided the total number of spaces are maintained.
 - e. Modifications to the exact ingress/egress points as may be required by an engineering review, Traffic Impact Analysis, or City of Tomball code.
2. The Shoppes at The Cottage Green (Commercial Development)
 - a. Modifications to internal driveway patterns.
 - b. Modifications to the location of land use provide that such relocations meet the minimum area and land use regulations set forth within this document.
 - c. Modifications to lot sizes / property line locations, provided that such lots shall meet the minimum area regulations set forth in this document.
 - d. Modifications to the total acreage provided for each land use as set for in the site exhibit area allowed. If needed, signage location can be revised following the standard from this document.
 - e. Central Courtyard patio area shows a general intent to enhance the pedestrian & restaurant/retail customer experience with programmed amenities to further engage the commercial development with place-making, interactive/engaging amenity elements. Within that broad goal, the specific concept design may evolve & change from what is currently included in this document with something greater or equal in quality.

O. Exhibits

Includes all site plans, renderings, and photographic package.



Overall Site Plan

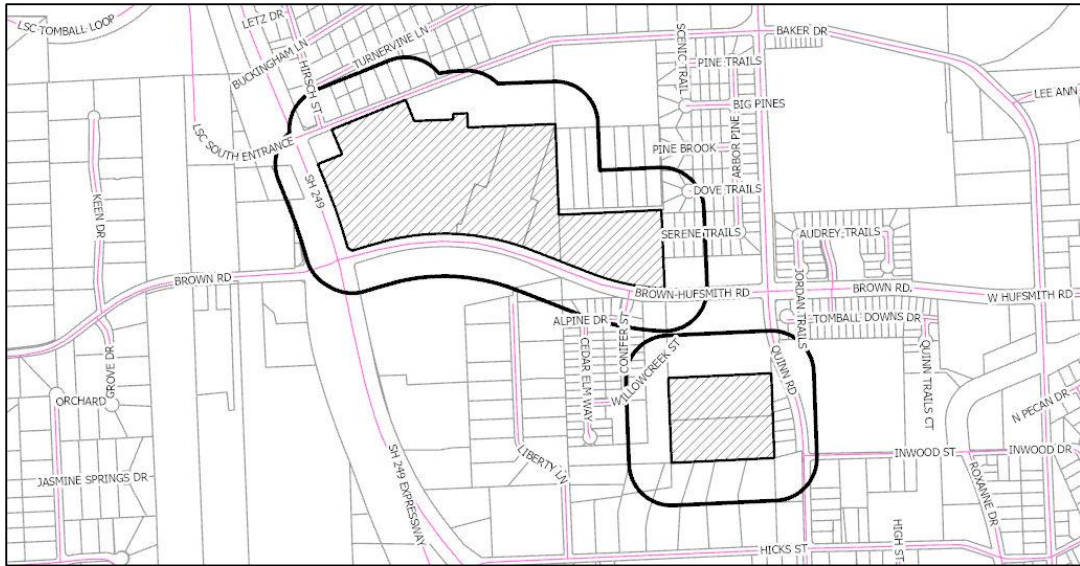
The Cottage Green
Tomball, Texas
08/22/23

The MZO GROUP
ARCHITECTS
BY THE
Mozart PROPERTIES
10000 Katy Road, Suite 200 • Houston, Texas 77054
Phone: 281.290.0000 • Fax: 281.290.0001 • Email: info@mzogroup.com • www.mzogroup.com



NORTH





Location: Northeast corner of SH 249 & Brown-Hufsmith Road and west of the 29700 block (west side) of Quinn Road, City of Tomball, Harris County, Texas.

-END-

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Adopt, on Second Reading, Ordinance Number 2023-46, an Ordinance of the City of Tomball, Texas Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.

Background:

First Reading was adopted during the 11/06/2023 Regular City Council Meeting.

On August 14, 2023, the Capital Improvement Plan Advisory Committee (CIPAC) reviewed the 2023 City of Tomball Water and Wastewater Impact Fee Study as prepared by Freese & Nichols, Inc. and City staff. CIPAC made its formal recommendation on August 28, 2023, for the City Council to approve an increase of Water and Wastewater Impact Fees to the maximum allowable rate as calculated in the Impact Fee Study. The increase is recommended to occur immediately upon City Council approval and remain in effect each subsequent year after for the next five years.

Meter Size	Service Unit Equivalents	Maximum Allowable Impact Fees	Maximum Allowable Impact Fees	Total Maximum Allowable Impact Fees
		Water	Wastewater	
3/4"	1	\$6,618	\$8,069	\$14,687
1"	1.6	\$10,588	\$12,910	\$23,498
1-1/2"	5.3	\$35,075	\$42,765	\$77,840
2"	6.6	\$43,678	\$53,255	\$96,933
3"	13.3	\$88,019	\$107,317	\$195,336
4"	26.6	\$176,038	\$214,635	\$390,673
6"	53.3	\$352,739	\$430,077	\$782,816
8"	90.0	\$595,620	\$726,210	\$1,321,830
10"	166.6	\$1,102,558	\$1,344,295	\$2,446,853

Pursuant to Chapter 395 of the Local Government Code, a single public hearing was conducted on the proposed updated impact fees for water and wastewater on October 16, 2023; the first reading of the

ordinance will be conducted on November 6, 2023, and second reading will be conducted on November 20, 2023.

Origination: Project Management

Recommendation:

Adopt, on Second Reading, Ordinance Number 2023-46 adopting impact fees for water and wastewater facilities.

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-46

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS ADOPTING IMPACT FEES FOR WATER AND WASTEWATER FACILITIES; DEFINING CERTAIN TERMS; PROVIDING FOR THE ASSESSMENT AND COLLECTION OF SUCH IMPACT FEES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Tomball has reviewed and evaluated its impact fees for water and wastewater facilities in the time and manner required by law; and

WHEREAS, the City Council has employed qualified professionals to prepare its land use assumptions, capital improvements plan, and impact fees for water and wastewater facilities for the City, and each was considered by the City’s advisory committee, and such assumptions, plan, and proposed fees were filed with the City, along with the advisory committee’s comments; and

WHEREAS, the City Council has called, given notice of, and conducted a public hearing on such assumptions, plan, and proposed fees, in the time and manner required by law; and

WHEREAS, the City Council now desires to adopt such impact fees for water and wastewater facilities, all in accordance with said Chapter 395, Texas Local Government Code; now, therefore,

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

Section 1. Findings. The facts and matters contained in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Title. This Ordinance shall be known and cited as the “City of Tomball Impact Fee Ordinance.”

Section 3. Purpose. This Ordinance is intended to impose and levy water and wastewater impact fees on new development, as established in this Ordinance, in order to finance public facilities, the demand for which is generated by new development in the designated service areas.

Section 4. **Authorization.** The City is authorized to enact this Ordinance in accordance with Chapter 395, Texas Local Government Code, which authorizes cities to enact or impose impact fees (capital recovery fees) on land within their corporate boundaries or extraterritorial jurisdictions, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development

Section 5. **Impact Fees.** The impact fees set forth in Exhibit “A”, are hereby levied on lands located within the corporate boundaries of the City and Extraterritorial Jurisdiction.

Section 6. **Collection of Impact Fees.** For all new developments, the impact fees due shall be collected at the time of application for a building permit, or at the time of application for a utility connection, whichever occurs first. If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using the impact fee then in effect, and previous payments of impact fees shall be credited against the new fees due.

Section 7. **Establishment of Accounts.**

- A. The City shall establish an account to which interest is allocated for each type of capital facility for which an impact fee is imposed pursuant to this Ordinance. Each impact fee collected within the service area shall be deposited in such account.
- B. Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in Section 8 below.
- C. The City shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in Section 8. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance.

- D. The City shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended within the service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Section 8. Use of Proceeds of Impact Fee Accounts. The impact fees collected pursuant to this Ordinance may be used to finance or to recoup the costs of any capital improvements or facility expansion identified in the City of Tomball 2023 Water and Wastewater Impact Fee Study for the service area, including but not limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes, or other obligations issued by or on behalf of the City to finance such capital improvements or facility expansion. Impact fees also may be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the impact fee capital improvements plan.

Section 9. Refunds and Rebates.

- A. Upon application, any impact fee, or portion thereof, collected pursuant to this Ordinance, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the impact fee was paid or, if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute. An impact fee shall be considered expended on a first in, first out basis.
- B. Upon application, any impact fee collected pursuant to this Ordinance shall be refunded if:
1. Existing service is available and service is denied; or

2. Service was not available when the fee was collected and the City has failed to commence construction of facilities to provide service within two (2) years of fee payment; or
3. Service was not available when the fee was collected and has not subsequently been made available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in any event later than five (5) years from the date of fee payment.

Section 10. Repealer. Ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 11. Severability Clause. In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 12. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF NOVEMBER, 2023.

COUNCILMAN FORD	<u>Yea</u>
COUNCILMAN STOLL	<u>Yea</u>
COUNCILMAN DUNAGIN	<u>Yea</u>
COUNCILMAN TOWNSEND	<u>Yea</u>
COUNCILMAN PARR	<u>Yea</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF NOVEMBER, 2023.

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

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

EXHIBIT A

Meter Size	Service Unit Equivalents	Impact Fees		
		Water	Wastewater	Total
3/4"	1	\$6,618	\$8,069	\$14,687
1"	1.6	\$10,588	\$12,910	\$23,498
1-1/2"	5.3	\$35,075	\$42,765	\$77,840
2"	6.6	\$43,678	\$53,255	\$96,933
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4"	26.6	\$176,038	\$214,635	\$390,673
6"	53.3	\$352,739	\$430,077	\$782,816
8"	90.0	\$595,620	\$726,210	\$1,321,830
10"	166.6	\$1,102,558	\$1,344,295	\$2,446,853

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Adopt, on Second Reading, Ordinance 2023-47, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 46-55, Separate Metering of Irrigation Systems; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

Background:

First Reading was adopted during the 11/06/2023 Regular City Council Meeting.

Freese & Nichols Inc. has completed the Impact Fee Study for the City of Tomball, and during this study it was noted that the current ordinance for Separate Metering of Irrigation Systems does not allow for a capital recovery fee (impact fee) to be assessed when a secondary irrigation meter is installed, despite the overall impact to the water system. As such, the City does not currently assess an impact fee for new irrigation taps even when an additional meter would require a new tap.

Based on the direct impact of irrigation use on our water distribution system, staff recommends amending Section 46-55 of the Code of Ordinances to reflect the assessment of an impact fee for an additional meter, with the fee to be determined based on the meter size and assessed at the rate approved in our Master Fee Schedule.

Origination: Project Management

Recommendation:

Adopt, on Second Reading, Ordinance Number 2023-47, authorizing Section 44-55, Separate Metering of Irrigation Systems, of the Code of Ordinances.

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-47

AN ORDINANCE OF THE CITY OF TOMBALL AMENDING ITS CODE OF ORDINANCES, SECTION 46-55, SEPARATE METERING OF IRRIGATION SYSTEMS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Staff presented the proposed text amendment regarding the sperate metering of irrigation systems; and

WHEREAS, the City Council finds it be in the best interest of the City to approve the text amendment as contained in this ordinance desires to prohibit parking, stopping, or standing on street designated below; now, therefore,

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

Section 1. The facts and matters contained in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. Article II, Administration, of Chapter 46, Utilities of the Code of Ordinances of the City of Tomball, Texas is hereby amended as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of 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 such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF NOVEMBER, 2023.

COUNCILMAN FORD	<u>Yea</u>
COUNCILMAN STOLL	<u>Yea</u>
COUNCILMAN DUNAGIN	<u>Yea</u>
COUNCILMAN TOWNSEND	<u>Yea</u>
COUNCILMAN PARR	<u>Yea</u>

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF NOVEMBER, 2023.

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

ATTEST:

Lori Klein Quinn, Mayor

Tracylynn Garcia, City Secretary

Sec. 46-55. Separate Metering of Irrigation Systems.

- (a) Upon approval of proper plans and specifications by the City, property owners may request and have set on public property or in an easement as set forth in this section, a water meter which will be used solely for the purpose of metering water for irrigation systems and cooling towers. The volume of water which goes through such meter shall be charged the same rate as for potable water but shall not be subject to the sewer charge of the city.
- (b) All separately metered irrigation systems and cooling tower systems shall be tied directly into a City main and shall be equipped with such valves and apparatuses as shall be required in the sole discretion of the city. All such systems shall comply with the laws of the state regulating irrigation and cooling tower systems, which at this time consist primarily of the Irrigation Act, V.T.C.A., Water Code Ch. 11.
- (c) The second meter must be installed on public property or in an easement granted to the City, thereby granting the City free access thereto. If a second meter for irrigation purposes or cooling towers is requested, in addition to an existing meter, the customer shall pay the applicable capital recovery fee (impact fee). Such fees shall be determined by the size of the water meter to be installed for the requested service. ~~and the existing meter has already been assessed an impact fee or a capital recovery fee, no impact fee shall be payable for the setting of the second meter.~~ All other costs involved with the setting of such meter, including tap fees charged by the City, shall be the same as for the setting of a new meter under any other applicable City codes.
- (d) The City shall be responsible for reading both meters when there is a dual metering system, and the utility department will, in its sole discretion, determine the amount of water being used for irrigation and for cooling towers and the amount of water being used for domestic purposes by the property owner and will, therefore, in its sole discretion, determine the amount of water which is subject only to the water charge and the amount that will be used to determine the amount of sewer charges due from the property owner.

(Code 1993, § 82-47; Ord. No. 90-04, § 24-25, 7-2-1990; Ord. No. 2000-19, § 1, 9-18-2000)

City Council Meeting Agenda Item Data Sheet

Meeting Date: 11/20/2023

Topic:

Approve the Minutes of the November 6, 2023, Regular City Council meeting.

Background:

Origination: City Staff

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

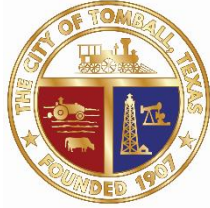
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed	<u>Tracylynn Garcia</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

MINUTES OF REGULAR CITY COUNCIL CITY OF TOMBALL, TEXAS



**Monday, November 06, 2023
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 06, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor Pro-Tem D. Townsend Sr. called the meeting of the City of Tomball Council to order at 6:00 p.m.

PRESENT

Council 1 John Ford
Council 2 Mark Stoll
Council 3 Dane Dunagin
Council 4 Derek Townsend, Sr.
Council 5 Randy Parr

ABSENT

Mayor Lori Klein Quinn (Excused)

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney - Loren Smith
City Secretary - Tracylynn Garcia
Assistant City Secretary - Sasha Luna
Director of Community Development - Craig Meyers
Director of Marketing & Tourism - Chrislord Templonuevo
Public Works Director - Drew Huffman
Fire Chief - Joe Sykora
Assistant Fire Chief - Jeff Cook
Police Chief - Jeff Bert
Police Captain - Brandon Patin
Project Coordinator - Meagan Mageo
Community Center Manager - Rosalie Dillon
IT Sr. Specialist - Ben Lato
Records Specialist - Fae Morris

- B. Invocation - Led by Chaplain Steve Allison – VFW Tomball Post 2427
- C. Pledges to U.S. and Texas Flags led by Captain Steven Foehner
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*

Marilyn O'Neal
14235 Turnervine Dr. - In opposition of Re-Zoning Case Z23-15
Tomball, 77375

Barbara Senseman
14243 Turnervine Dr. - In opposition of Re-Zoning Case Z23-15
Tomball, 77375

Bradley Burnside
1245 Rudolph Rd.
Tomball, 77375

- In opposition of items F.1 Ordinance No. 2023-40
and F.2 Ordinance No. 2023-41

- E. Presentations
1. Proclamation presentation to Dr. Salazar-Zamora.
 2. Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of \$4000 for the 2023 Holiday Heroes Event.
 3. Presentation by Resale with a Purpose to the Tomball Fire Department and Explorer Post # 5451 in the amount of \$20,000 for the 2023 Holiday Heroes Event.

- ## 1. Announcements

I. Upcoming Events:

November 11 - Second Saturday 3:00 – 8:00 p.m. @ Depot

November 18 - Tomball Holiday Parade 10:00 a.m. – 12:00 p.m. @ Main St.

December 2 - Deck the Depot Christmas Tree Lighting 2:00 p.m. – 8:00 p.m. @ Depot

December 8-9 – Tomball Museum Candlelight Tour 6:00 p.m. – 9:00 p.m. @ Tomball Museum

December 8-10 – Tomball German Christmas Market @ Depot and Market St.

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

1. Adopt, on Second Reading, Ordinance No. 2023-40, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by revising its code of ordinance amending Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
2. Adopt, on Second Reading, Ordinance No. 2023-41, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
3. Adopt, on Second Reading, Ordinance No. 2023-42, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball,

Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Adopt, on Second Reading, Ordinance 2023-44, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along the west side of Pine Street beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.
5. Adopt, on Second Reading, Ordinance 2023-45, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along the west side of South Cherry Street beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.
6. Adopt, on Second Reading, Ordinance No. 2023-48, an Ordinance of the City of Tomball, Texas, Adopting Amendment Number 1 to the Original Budget of the City of Tomball, Texas for the Fiscal Year 2023-2024.

Motion made by Council 2 Stoll, Seconded by Council 5 Parr to approve Old Business Consent Agenda.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve the Minutes of the October 16, 2023, Regular City Council meeting.
 2. Approve Resolution No. 2023-45 Authorizing City Manager to execute a multiple use agreement between the City of Tomball and TxDOT for installation of License Plate Reader Cameras.
 3. Approve Resolution 2023-48, a Resolution of the City Council of the City of Tomball, Texas, approving the 2023 Water and Wastewater Master Plan Update; and Providing an Effective Date.
 4. Approve an agreement with Caldwell Country Chevrolet, LLC for a Chevrolet 5500 with crane body, a Chevrolet 6500 with dump body, and two Chevrolet 3500s with utility body through the BuyBoard Cooperative Purchasing (Contract #601-19) for a not-to-exceed amount of \$410,185 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
 5. Approve an agreement with Caldwell Country Chevrolet, LLC for a Chevrolet Silverado 1500 and a Chevrolet Silverado 2500 through the BuyBoard Cooperative Purchasing Contract (Contract #601-19), for a not-to-exceed amount of \$109,695, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the FY 2023-2024 budget.
 7. Approve a Services Agreement with ABM Building Services, LLC for a two-year contract for HVAC preventive maintenance for a not-to-exceed amount of \$89,074 (not-to-exceed annual contract of \$44,537) through a 1GPA contract (contract number 20-01PV-01), authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the FY 2023-2024 budget.
 8. Approve the purchase of public safety uniforms from Impact Promotional Services DBA Got You Covered Workwear and Uniforms through the BuyBoard Cooperative Purchasing Network (Contract #670-22) for a not-to-exceed amount of \$60,000.00 for the Police Department and a not-to-exceed amount of \$20,000.00 for the Fire Department, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2023-2024 Budget.

9. Approve the expenditure of \$350,000.00 for upgrading the Malone Storage Lot from B & C Constructors, L. P. Contract # 1GPA #19-03DP and authorize the City Manager to execute any and all documents related to the expenditure. This was previously approved in the FY 22-23 budget but has been rolled over to the FY 23-24 budget.
10. Authorize the City Manager to Execute an amendment to the Interlocal Agreement between the City of Tomball and Harris County Emergency Services District No. 15 (ESD15) for Fire Protection, Fire Suppression, and Rescue Services.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford to approve items 1, 2, 3, 4, 5, 7, 8, 9, and 10 from New Business Consent Agenda.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

6. Approve an agreement with Mustang Machinery Company, LLC, for a 420XE Caterpillar Backhoe through the Sourcewell Purchasing Cooperative (Contract #032119-CAT.COI) for a not-to-exceed amount of \$122,397.83, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

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

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Voting Abstaining: Council 2 Stoll

Motion carried 4 votes aye, one abstention.

H. New Business

1. Presentation and discussion by Burditt Consultants regarding landscaping, tree preservation, and buffering.
2. Presentation, discussion and possible action regarding the services to be included in the Request for Proposals for solid waste services.

3. Approve Resolution No. 2023-47, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Date, Time, and Place for Public Hearing at which all Interested Parties shall have an Opportunity to be heard; Providing for Publication of Notice of Such Public Hearing; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (*Being A Tract Or Parcel, Containing 12.114 Acres (527,706 Square Feet) Of Land Situated In The Elizabeth Smith Survey, Abstract Number 70 And In The C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 Acre Tract Of Record In The Name Of Csv Holderrieth, Llc In Harris County Clerk's File (H.C.C.F.) Number 20140017182; Said 12.114 Acre Tract Being More Particularly Described By Metes And Bounds As Follows (Bearing Referenced Herein Are Based On The Texas Coordinate System, South Central Zone Nad83)[11701 Holderrieth Rd, Hcad 0410260020004]*)

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin to approve Resolution No. 2023-47

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr.

Motion carried unanimously.

4. Discussion and possible action regarding the appointment of focus group members for the City of Tomball Comprehensive Plan Update.

Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

5. Adopt, on Second Reading, Ordinance Number 2023-46, an Ordinance of the City of Tomball, Texas Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll to read Ordinance No. 2023-46 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

Motion made by Council 3 Dunagin, Seconded by Council 2 Stoll to adopt on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

6. Adopt, on Second Reading, Ordinance 2023-47, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 46-55, Separate Metering of Irrigation Systems; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin to read Ordinance No. 2023-47 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr.

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 5 Parr to adopt on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

I. Adjournment

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

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr., Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 20th day of November 2023.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor



Texas Tree Ordinances

City of Tomball Stakeholder Engagement:
Burditt Consultants
10-09-2023

Goals:

- To demonstrate and explain the various tree ordinances in use in the State of Texas; their pros and cons and their various functions
- To discuss the desired outcomes from a Tree Ordinance
- To determine the best approach for drafting a Tree Ordinance to achieve desired outcomes

Types of Tree Ordinances in Texas

- Public/Street Tree
- Tree Preservation
- Landscape
- Landscape & Tree Preservation
- Other: Technical Manuals, Oak Wilt & Diseased Trees, Obstruction & Clearance, Nuisance, Utility



Public/Street Tree Ordinance

- **Function-** to mandate care, removal, and planting of public trees located on rights-of-way, parks, and other public property
- To establish performance standards relating to tree planting and maintenance
- Violations for harm of public trees are usually associated
- Some cities, such as Austin, will even regulate the removal of trees on private properties whether they are hazardous or not
- Cities: Austin, Piney Point Village, Waco, Houston



Public/Street Tree Ordinance

Pros:

- Healthy public trees create more attractive cityscape
- Prevent hazardous tree incidents

Cons:

- City takes liability for hazardous trees
- Additional City Staff required for regulation/tree care

Tree Preservation Ordinance

- **Function-** to preserve existing native tree canopy and/or historical trees
- Permits are usually required to remove protected trees
- Mitigation may be required in the form of fees and/or plantings when removal of protected trees takes place either illegally or not
- May require buffers for streams or adjacent features
- City Forester sometimes employed to regulate enforcement
- Cities: Houston, Abilene, Cedar Hill



Tree Preservation Ordinance

Pros:

- Preservation of existing tree canopy which adds to overall health and happiness of citizens
- Creates more desirable development site which leads to higher attraction of patrons
- More trees is always a benefit

Cons:

- Limits certain types of development depending on how rigorous preservation requirements are
- Enforcement and regulation requires time and effort and best done by a professional

Tree Preservation Ordinance

Approaches to Tree Preservation Requirements:

- Require Tree Canopy Preservation (e.g.: 30% tree canopy preservation)
- Protect certain size trees (e.g.: 10" Diameter or greater)
- Protect certain tree species (e.g.: protected tree species list)
- Protect trees along buffers (e.g.: 18' buffer along frontage)

Landscape Ordinance

- **Function-** to ensure that planted trees and/or shrubs will be implemented for new developments
- This ordinance type also mandates species, size, and number requirements of planted landscape trees/shrubs
- May require landscape buffers for streams or adjacent features
- Landscape and irrigation plans will be reviewed by City Staff before building permits issued
- Cities: Houston, Abilene, Cedar Hill, Willis



Landscape Ordinance

Pros:

- New developments are more attractive
- Required plantings add to city tree canopy
- Parking lot plantings provide more shade and permeability

Cons:

- No regulation for existing canopy trees

Landscape & Tree Preservation Ordinance

- **Function-** to protect existing canopy trees **and** mandate landscape requirements for new developments
- A combined effort to preserve existing trees and plant new ones
- Cities: Conroe, Dallas, Georgetown, New Braunfels



Landscape & Tree Preservation Ordinance

Pros:

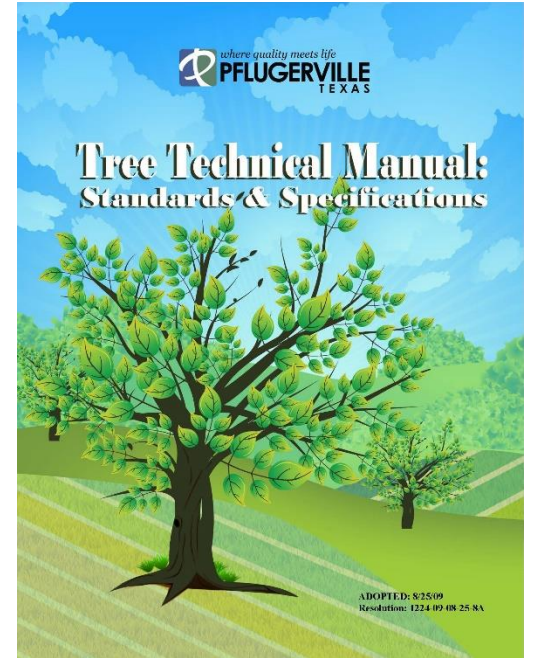
- Mandates and regulates not only existing canopy but also new trees
- Allows for more flexibility for developers
- Shade, beautification, diversity, energy saving...

Cons:

- Requirements can be demanding and cause potential project delays
- Enforcement and regulation requires time and effort and best done by a professional

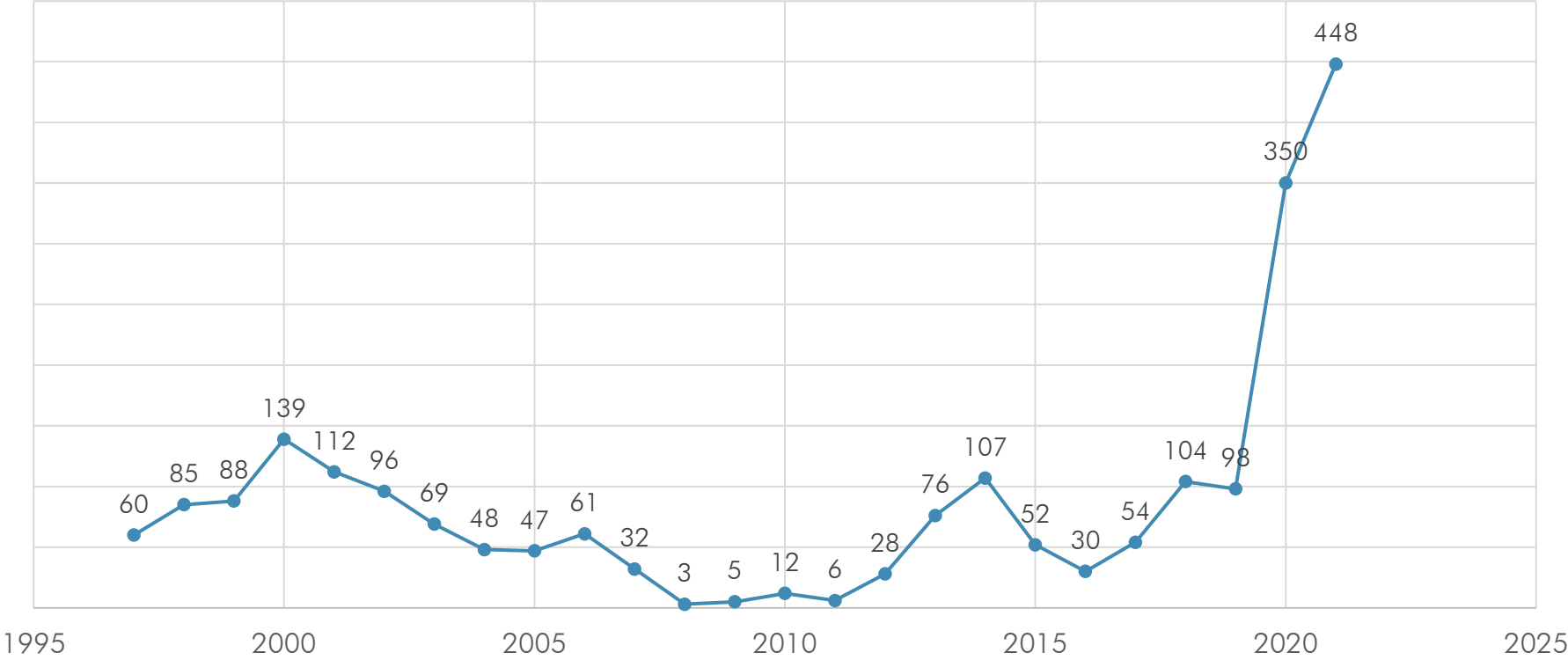
Other:

- Technical Manuals, Oak Wilt & Diseased Trees, Obstructions & Clearance, Nuisance, Utility
- Some cities include additional tree regulation measures for certain circumstances; these are usually supplemental to one of the main ordinances
- Example- Oak Wilt ordinances for central Texas cities that are heavily effected



Tomball's Growth

Tomball Single Family Home Building Permits



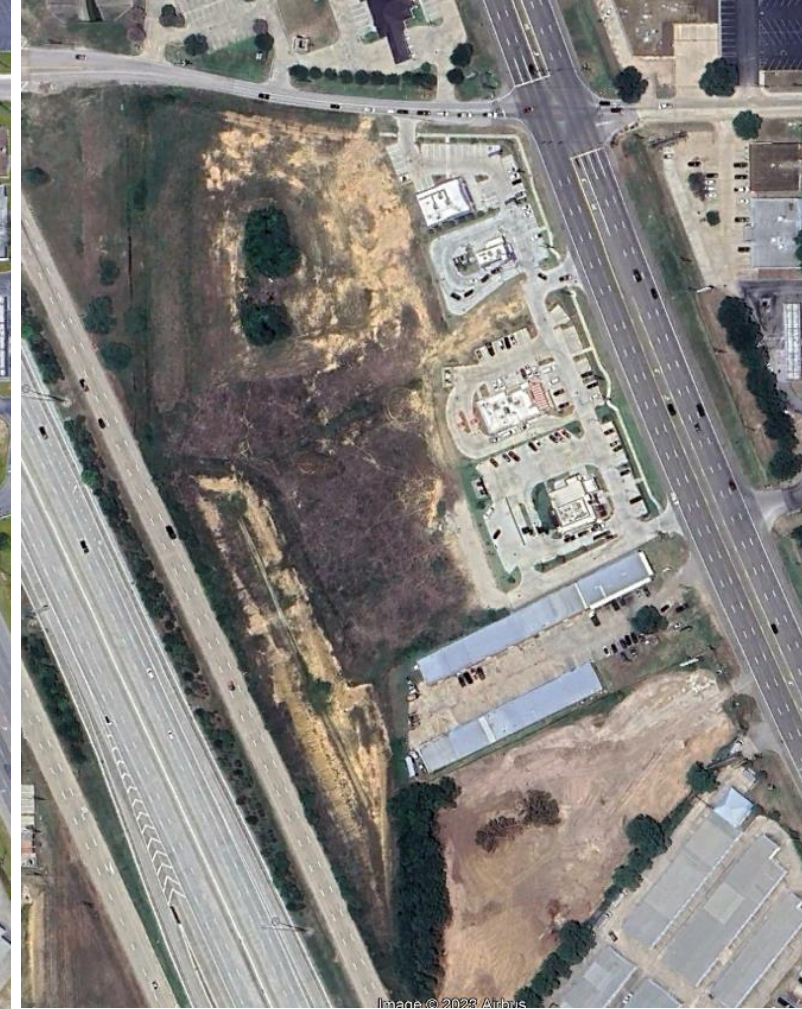
2017



2019



2023





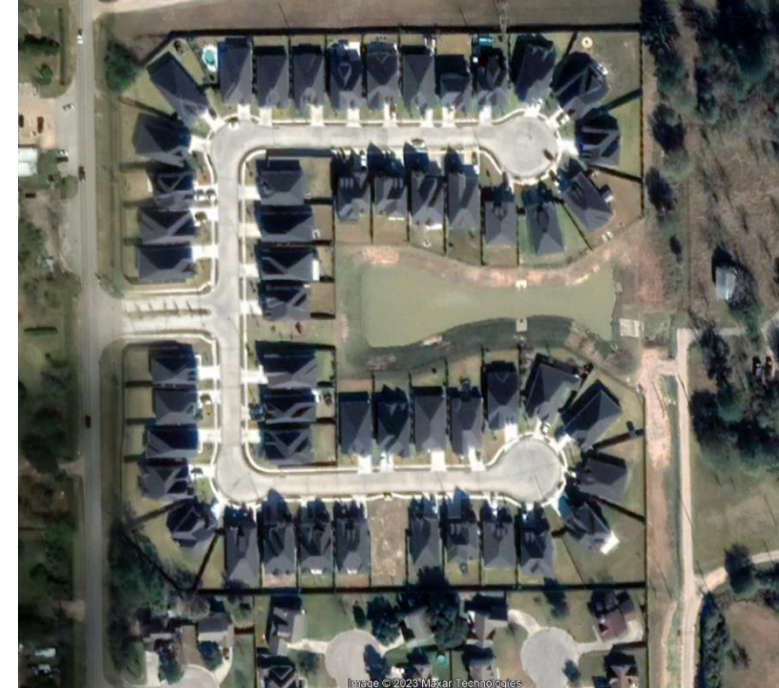
2017



2019



2022







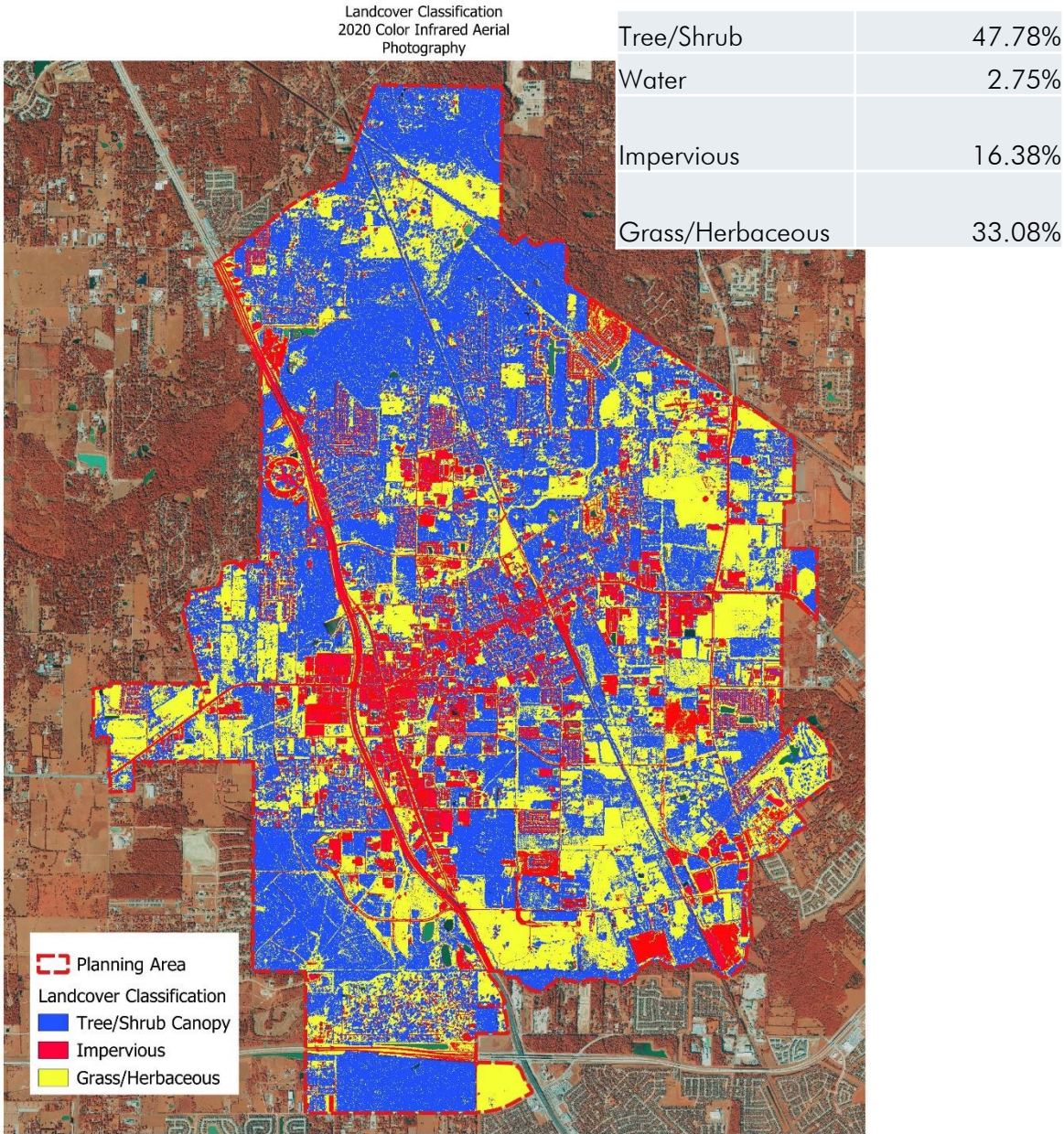
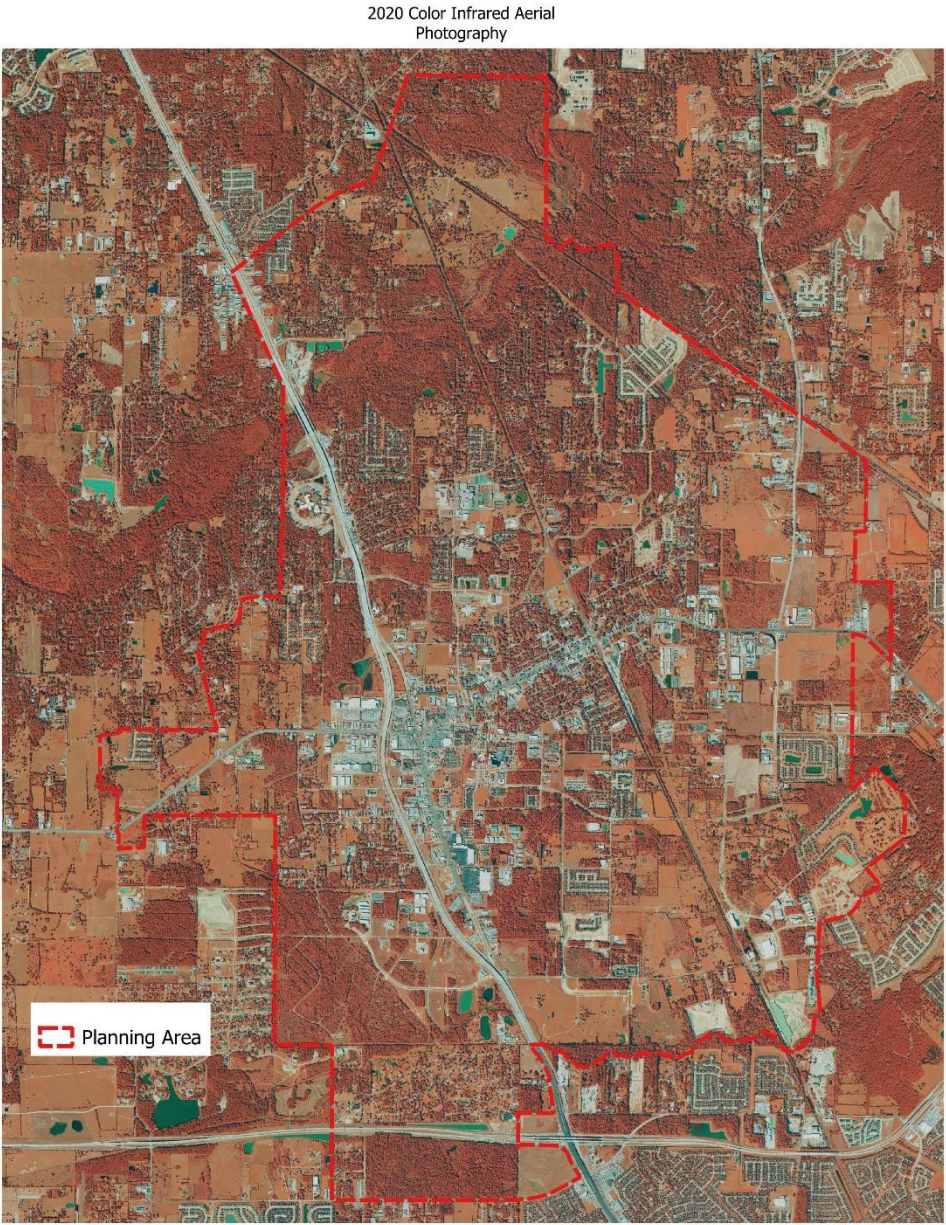
2020



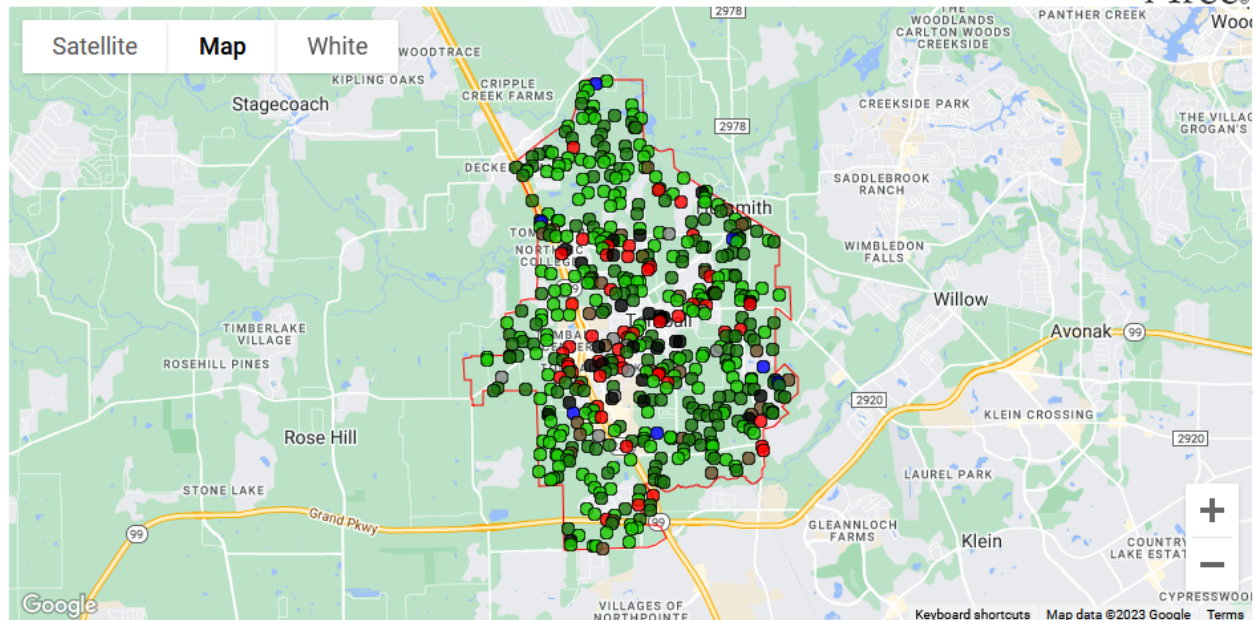
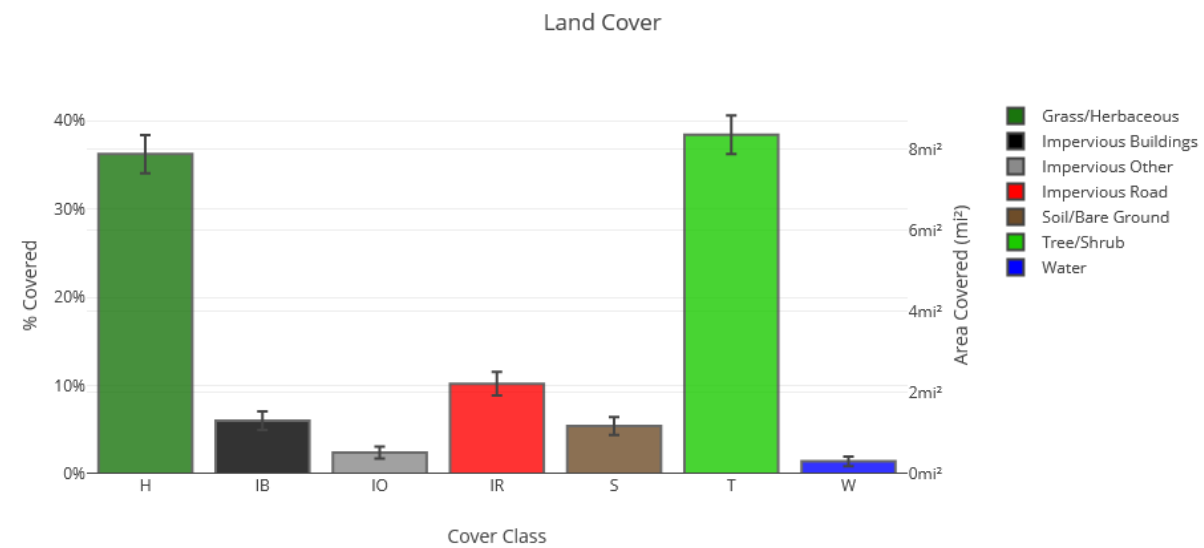
2023



Baseline Landcover Classification Of Aerial Photography 2020



A Comparative Study



Abbr.	Cover Class	Description	Points	% Cover ± SE	Area (mi²) ± SE
H	Grass/Herbaceous		181	36.20 ± 2.15	7.89 ± 0.47
IB	Impervious Buildings		30	6.00 ± 1.06	1.31 ± 0.23
IO	Impervious Other		12	2.40 ± 0.68	0.52 ± 0.15
IR	Impervious Road		51	10.20 ± 1.35	2.22 ± 0.30
S	Soil/Bare Ground		27	5.40 ± 1.01	1.18 ± 0.22
T	Tree/Shrub		192	38.40 ± 2.18	8.37 ± 0.47
W	Water		7	1.40 ± 0.53	0.31 ± 0.12
Total			500	100.00	21.80

38% Tree/Shrub Canopy

Ecosystem Services Provided by Tomball's Tree Canopy

Tree Benefit Estimates: Carbon (English units)

Description	Carbon (kT)	±SE	CO ₂ Equiv. (kT)	±SE	Value (USD)	±SE
Sequestered annually in trees	8.79	±0.50	32.25	±1.83	\$1,499,871	±84,956
Stored in trees (Note: this benefit is not an annual rate)	183.65	±10.40	673.37	±38.14	\$31,321,253	±1,774,103

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Amount sequestered is based on 1.051 kT of Carbon, or 3.852 kT of CO₂, per mi²/yr and rounded. Amount stored is based on 21.940 kT of Carbon, or 80.446 kT of CO₂, per mi² and rounded. Value (USD) is based on \$170,550.73/kT of Carbon, or \$46,513.84/kT of CO₂ and rounded. (English units: kT = kilotons (1,000 tons), mi² = square miles)

Tree Benefit Estimates: Air Pollution (English units)

Abbr.	Description	Amount (T)	±SE	Value (USD)	±SE
CO	Carbon Monoxide removed annually	3.41	±0.19	\$3,122	±177
NO2	Nitrogen Dioxide removed annually	25.07	±1.42	\$10,677	±605
O3	Ozone removed annually	156.30	±8.85	\$299,542	±16,967
SO2	Sulfur Dioxide removed annually	6.42	±0.36	\$1,026	±58
PM2.5	Particulate Matter less than 2.5 microns removed annually	8.36	±0.47	\$776,056	±43,957
PM10*	Particulate Matter greater than 2.5 microns and less than 10 microns removed annually	58.93	±3.34	\$242,509	±13,741
Total		258.50	±14.64	\$1,333,021	±75,505

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Air Pollution Estimates are based on these values in T/mi²/yr @ \$/T/yr and rounded: CO 0.408 @ \$914.78 | NO2 2.995 @ \$425.96 | O3 18.673 @ \$1,916.42 | SO2 0.768 @ \$159.63 | PM2.5 0.999 @ \$92,790.34 | PM10* 7.040 @ \$4,116.73 (English units: T = tons (2,000 pounds), mi² = square miles)

Ecosystem Services Provided by Tomball's Tree Canopy

Tree Benefit Estimates: Hydrological (English units)

Abbr.	Benefit	Amount (Mgal)	±SE	Value (USD)	±SE
AVRO	Avoided Runoff	88.27	±5.00	\$788,746	±44,676
E	Evaporation	398.32	±22.56	N/A	N/A
I	Interception	400.86	±22.71	N/A	N/A
T	Transpiration	1,034.37	±58.59	N/A	N/A
PE	Potential Evaporation	3,773.66	±213.75	N/A	N/A
PET	Potential Evapotranspiration	3,401.41	±192.66	N/A	N/A

Currency is in USD and rounded. Standard errors of removal and benefit amounts are based on standard errors of sampled and classified points. Hydrological Estimates are based on these values in Mgal/mi²/yr @ \$/Mgal/yr and rounded:
 AVRO 10.545 @ \$8,936.00 | E 47.586 @ N/A | I 47.890 @ N/A | T 123.573 @ N/A | PE 450.829 @ N/A | PET 406.358 @ N/A (English units: Mgal = millions of gallons, mi² = square miles)

About i-Tree Canopy

The concept and prototype of this program were developed by David J. Nowak, Jeffery T. Walton, and Eric J. Greenfield (USDA Forest Service). The current version of this program was developed and adapted to i-Tree by David Ellingsworth, Mike Binkley, and Scott Maco (The Davey Tree Expert Company)

Limitations of i-Tree Canopy

The accuracy of the analysis depends upon the ability of the user to correctly classify each point into its correct class. As the number of points increase, the precision of the estimate will increase as the standard error of the estimate will decrease. If too few points are classified, the standard error will be too high to have any real certainty of the estimate.



Additional support provided by:





Discussion

City of Tomball

Solid Waste and Recycling Services Discussion



Solid Waste Specialists

We are a professional consulting firm that provides assistance throughout Texas and Arkansas to municipalities for preparation of Request for Proposals (RFP) for solid waste services.

Richard Rozier, Principal, was a long-time Mayor of DeSoto, Texas, and now serves as the Tax Assessor-Collector for Ellis County.

Lynn Lantrip, Principal, served municipal communities for the nation's largest collection firm for forty years.

This will be our second time assisting the City of Tomball with their solid waste service, and welcome the opportunity to serve once again.

Current Service

- ▶ Current provider for solid waste and recycling is GFL (formally WCA)
- ▶ Current contract expires September 30, 2024

▶ Solid Waste

- ▶ Collected twice a week - Monday & Thursday
- ▶ Two options: trash bags or rented poly-cart (95 or 65-gallon option)

▶ Recycling

- ▶ Collected once a week - Monday or Thursday (depending on location)
- ▶ Three options: 65-gallon poly-cart, 95-gallon poly-cart, or 18-gallon bin

▶ Brush & Bulk Service

- ▶ Collected once a week - Thursday
- ▶ Limit of two-cubic yards (overages collected for an additional fee)

RFP Process & Key Dates

- ▶ October 1, 2023
 - ▶ Solid Waste Specialists contract executed.
- ▶ October 11, 2023
 - ▶ Conducted meeting with city staff to gather information and receive direction on.
- ▶ November 6, 2023
 - ▶ Presentation to City Council to receive direction and input of services to be provided to residents and businesses.
- ▶ January 11, 2024
 - ▶ Publish RFP
- ▶ January 16, 2024
 - ▶ Mandatory Pre-Bid Conference
- ▶ February 14, 2024
 - ▶ RFP submittals due
- ▶ March 18, 2024
 - ▶ Award of new contract by City Council
- ▶ October 1, 2024
 - ▶ New solid waste services contract begins

Suggested Calendar of Work

<u>Action</u>	Proposed Date
New Contract Begins	Tuesday, October 1, 2024
Begin to Notify Customers of Possible New Vendor and Service Changes	Monday, May 27, 2024
Approval of award by City Council	Monday, March 18, 2024
Complete negotiations for final contract	Friday, March 8, 2024
Decision Made	Monday, March 4, 2024
Complete Interviews	Friday, March 1, 2024
Complete Evaluations and score proposals	Monday, February 26, 2024
Sealed Proposals Due	Wednesday, February 14, 2024
Answers Back to Proposers	Monday, January 29, 2024
Proposer questions deadline	Tuesday, January 23, 2024
Pre-proposal meeting	Tuesday, January 16, 2024
RFP Published or Mailed	Thursday, January 11, 2024
Final drafts Prepared and returned to City	Friday, January 5, 2024
Complete review of drafts by legal, purchasing, etc.	Tuesday, January 2, 2024
Prepare Draft RFP and Draft Contract	Monday, November 6, 2023
Pre RFP Development Meetings	Wednesday, October 11, 2023

RFP Judging Matrix

Criteria	Percent of Total
Experience Providing Like-Services to Like-Sized Cities	5%
Financial Strength of Proposer	5%
Strength of Personnel at the Hauling Division	3%
Operational Plan in Narrative Format	10%
TRIR and DART Safety Scores	5%
Transition Plan in Detailed Narrative Format	10%
Disaster Management Plan	5%
Customer Service, Reporting, Billing and the use of GPS & Support	17%
Compliance, Clarity of Proposal - Minimal Exceptions to RFP and Contract	5%
Competitive Cost of Proposal	35%

Residential Collection Options - Solid Waste

- ▶ **OPTION 1 (current service):**

- ▶ Twice a week collection
- ▶ Allow trash bags or rented poly-cart (95 or 65-gallon option)

- ▶ **OPTION 2**

- ▶ Twice a week collection
- ▶ 95-gallon poly-cart or trash bags

- ▶ **OPTION 3**

- ▶ Twice a week collection
- ▶ 95-gallon poly-cart - no bag service allowed

- ▶ **OPTION 4**

- ▶ Once a week collection
- ▶ 95-gallon poly-cart - no bag service allowed

- ▶ All options will allow for unusual accumulation collection (special collection larger than requirements for bulk) for a predetermined fee.

Residential Collection Options - Recycling & Bulk Collection

► Recycling

- Once per week collection continues

► Options:

- Option 1 (same as current service):

- north of FM 2920 on Monday or south of FM 2920 on Thursday

► Option 2:

- Once a week collection to coincide with once per week solid waste collection

► Bulk Collection

- Once per week collection continues

► Options:

- Option 1 (same as current service):

- Collection on Thursday with solid waste

► Option 2:

- Once a week collection to coincide with once per week solid waste collection

Commercial and Roll-Off Collection

- ▶ No large changes
 - ▶ Rates to be submitted based on size of container and frequency of collection (same as current contract).
 - ▶ Facility services for City to continue, free of charge.
 - ▶ New containers will be required.

General Provisions & Requirements

- ▶ All poly-carts provided by the Contractor will be new.
- ▶ Equipment to be used by the Contractor will be no older than four-years at the start of the contract.
- ▶ Liquidated Damages to be included to allow the City to charge vendor for specific failures.
- ▶ GPS-tracking software and camera equipment will be required of all firms submitting an RFP.
- ▶ Reports will be required to be sent to the City daily.



Questions?

Thank you for your business!

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve the bylaws for the Tomball Tax Increment Reinvestment Zone No. 3.

Background:

On December 6, 2021, the City Council adopted Ordinance No. 2021-39 establishing Tax Increment Reinvestment Zone No. 3 (Lovett TIRZ) for the purposes of dedicating incremental tax revenue from the designated area in support of eligible project costs.

On October 16, 2023, the City Council appointed John Ford, Mark Stoll, Dane Dunagin, Randy Parr, and Derek Townsend as the TIRZ No. 3 Board of Directors and selected Randy Parr to serve as Board Chair.

The Board is required to adopt bylaws, which will also need to be approved by City Council, that outline the roles and responsibilities of the Board. Prior to the City Council meeting, the TIRZ No. 3 Board will consider the draft bylaws.

Origination: City Manager's Office

Recommendation:

Staff recommends approval of the bylaws for Tomball TIRZ No. 3.

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 11/13/2023 **Approved by:** _____
Staff Member Date City Manager Date

TAX INCREMENT REINVESTMENT ZONE NUMBER THREE (No. 3)
TOMBALL, TEXAS
BYLAWS

ARTICLE I

Powers and Purpose

Section 1. Purpose.

Tomball Tax Increment Reinvestment Zone No. 3 was created with the purpose and intent of helping to develop a currently undeveloped area of the City.

Section 2. Financing Development or Redevelopment in the Zone.

In order to implement the purposes for which Tomball Tax Increment Reinvestment Zone No. 3 (the “Zone”) was formed, as set forth in Ordinance No. 2021-39, dated December 6, 2021, creating the Zone, the City of Tomball, Texas (the “City”) may issue obligations to finance all or part of the cost of implementing the “project plan” for the Zone as defined in the Tax Increment Financing Act of the Tax Code, Chapter 311, Vernon’s Texas Codes Annotated, (the “Act”).

Section 3. Books and Records: Approval of Programs and Financial Statements.

The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purposes at any reasonable time; and at all times the City Council and the City Manager will have access to the books and records of the Zone. The City Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

ARTICLE II

Board of Directors

Section 1. Powers, Number, and Term of Office.

- (a) The Board of Directors of the Zone shall consist of five (5) members, including any members appointed by the participating taxing jurisdictions. The City of Tomball is the only participating jurisdiction, so all five (5) members shall be appointed by the City Council. All members of the Board of Directors shall meet eligibility requirements as set forth in Chapter 311 of the Texas Tax Code.
- (b) The directors appointed shall serve staggered two (2) year terms. During the initial meeting of the Board of Directors, the directors shall select, by lottery, which two (2) directors shall

serve an initial two (2) year term, and which three (3) shall serve an initial one (1) year term. All subsequent appointments shall be for staggered two (2) year terms.

- (c) A vacancy on the Board of Directors is filled for the unexpired term by appointment of the governing body of the taxing unit that appointed the director who served in the vacant position.
- (d) Each year the City Council shall annually designate one (1) member of the Board of Directors to serve as chairman for a one (1) year term that begins on January 1st of the following year. The Board of Directors shall elect from its members a vice chairman to preside in the absence of the chairman or when there is a vacancy in the office of chairman. The Board of Directors may elect other officers as it considers appropriate.
- (e) The Board of Directors shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval.
- (f) The Board of Directors shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws. The Board shall not be authorized to do any of the following without the consent of the City Council: (i) issue bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain; (iv) give final approval to the Zone's project plan and financing plan; (v) give final approval for any project or reimbursement; or (v) spend TIRZ funds.

Section 2. Meetings of Directors.

The Directors shall hold their meetings as needed, with said meetings abiding by the Texas Open Meetings Act.

Section 3. Quorum.

A majority of the directors fixed by the Ordinance creating the Zone shall constitute a quorum. For the consideration of matters pertaining to the purposes of the Zone. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 4. Conduct of Business.

At the meeting of the Board of Directors, matters pertaining to the purpose of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the Chairman shall preside, and in the absence of the Chairman, the Vice Chairman shall exercise the power of the Chairman.

The City Secretary or their designee shall act as secretary of all meetings of the Board of Directors, but in the absence of the City Secretary or their designee, the presiding officer may appoint any

person to act as secretary of the meeting. City staff shall provide notice of meetings and prepare meeting agendas. A copy of the approved minutes shall be submitted to the City Secretary within a reasonable time after approval.

Section 5. Compensation of Directors.

Directors shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 6. Attendance.

Board members shall make every effort to attend all meetings of the Board and/or Committees. The City Council may replace a City appointee of the Board or request replacement of an appointee at any time and for any reason, including non-attendance at meetings.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office.

The officers of the Zone shall consist of a Chairman, a Vice Chairman, and such other officers as the Board of Directors may from time to time elect or appoint; provided however that the City Council shall, on an annual basis, appoint the Chairman whose term shall end on December 31st of each year. Terms of office for officers shall last for one year.

All officers, other than the Chairman, shall be subject to removal from office, with or without cause, at any time by a vote of the majority of the whole Board of Directors. The Chairman shall be subject to removal from office, with or without cause, at any time by a vote of the City Council.

A vacancy in the office of any officer, other than the Chairman, shall be filled by a vote of a majority of the Directors by the second regular meeting after the vacancy has occurred unless otherwise delayed by the Board.

Section 2. Powers and Duties of the Chairman.

The Chairman shall be the chief executive officer of the Board of Directors and, subject to the approval of the City Council, he/she shall be in general charge of the properties and affairs of the Zone and shall preside at all meetings of the Board of Directors. The Chairman shall have voting powers and shall be one of the five (5) board members.

Section 3. Vice Chairman.

The Vice Chairman shall have such powers and duties as may be assigned to him/her by the Board of Directors and shall exercise the powers of the Chairman during that officer's absence or inability to act. Any action taken by the Vice Chairman shall be conclusive evidence of the absence or inability to act of the Chairman at the time such action was taken.

Section 4. Secretary.

The City Secretary or their designee shall keep the minutes of all meetings of the Board of Directors and shall maintain the Zone's records.

Section 5. Compensation.

Officers shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual reasonable expenses incurred in the performance of their duties hereunder.

Section 6. Staff.

Staff functions for the Board of Directors may be performed by the City as directed by the City Manager or his designee. The City shall be reimbursed for the costs for such services performed in connection with the Zone.

ARTICLE IV

Provisions Regarding Bylaws

Section 1. Effective Date.

The Bylaws shall become effective upon the adoption of the bylaws by both the City Council and the Board of Directors.

Section 2. Amendments to Bylaws.

These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the City Council a written application requesting that the City Council approve such amendment to the Bylaws, specifying in such application, the amendment or amendments proposed to be made. If the City Council finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

After consultation with the Board of Directors, the Bylaws may also be amended at any time by the City Council. The City Council can amend the Bylaws without consent or approval from the Board of Directors.

ARTICLE V

General Provisions

Section 1. Resignations.

Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the City Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 2. Approval or Delegation of Power by the City Council.

To the extent that these Bylaws refer to any approval by the City, such approval of delegation shall be evidenced by a certified copy of the minutes, an ordinance, or a resolution.

ARTICLE VI

Ethics

Section 1. Conflicts of Interest.

Board members shall abide by the conflicts of interest laws set out in Section 171 of the Texas Local Government Code.

Section 2. Discussions.

In the interest of fairness, no discussion shall be held by a member or members of the Board with any property owners, applicants, or their representatives attempting to influence any Board Member concerning a proposed project, or any other matter before the Board. All such discussions shall be held at the public meeting called for that purpose so that all members of the Board shall have the full benefit of such discussion.

These bylaws were approved by the Tomball TIRZ No. 3 Board of Directors on the ____ day of _____, 2023.

These bylaws were approved by the Tomball City Council on the ____ day of _____, 2023.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve the Final Project and Finance Plan for the Tomball Tax Increment Reinvestment Zone No. 3.

Background:

On December 6, 2021, the City Council adopted Ordinance No. 2021-39 establishing Tax Increment Reinvestment Zone No. 3 (Lovett TIRZ) for the purposes of dedicating incremental tax revenue from the designated area in support of eligible project costs. As part of the creation and administration process, the City Council must adopt the Final Project and Finance Plan for the TIRZ, which provides such things as a project overview, term of the zone, financing information, eligible project costs, and TIRZ administration.

The proposed Final Project and Finance Plan was drafted by TXP, Inc., the City's TIRZ consultant, in conjunction with Lovett Industrial, representing the developer. This Plan is consistent with the preliminary Project and Finance Plan which was submitted as part of the TIRZ creation process. The TIRZ No. 3 Board will consider a recommendation for the Final Project and Finance Plan prior to City Council consideration.

Origination: City Manager's Office

Recommendation:

Staff recommends approval the Final Project and Finance Plans.

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: _____

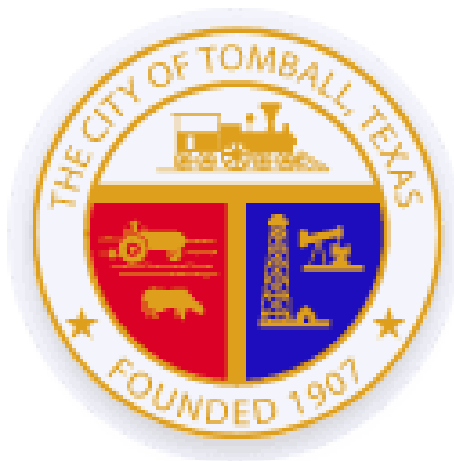
If yes, specify Account Number: # _____

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

Signed: Jessica Rogers 11/13/2023 **Approved by:** _____
Staff Member Date City Manager Date

City of Tomball
Tax Increment Reinvestment Zone Number Three
Final Project & Financing Plan

City of Tomball, Texas
October 10, 2023



Prepared by



TXP, Inc.

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(512) 328-8300 phone
www.txp.com

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Section 1 – Introduction

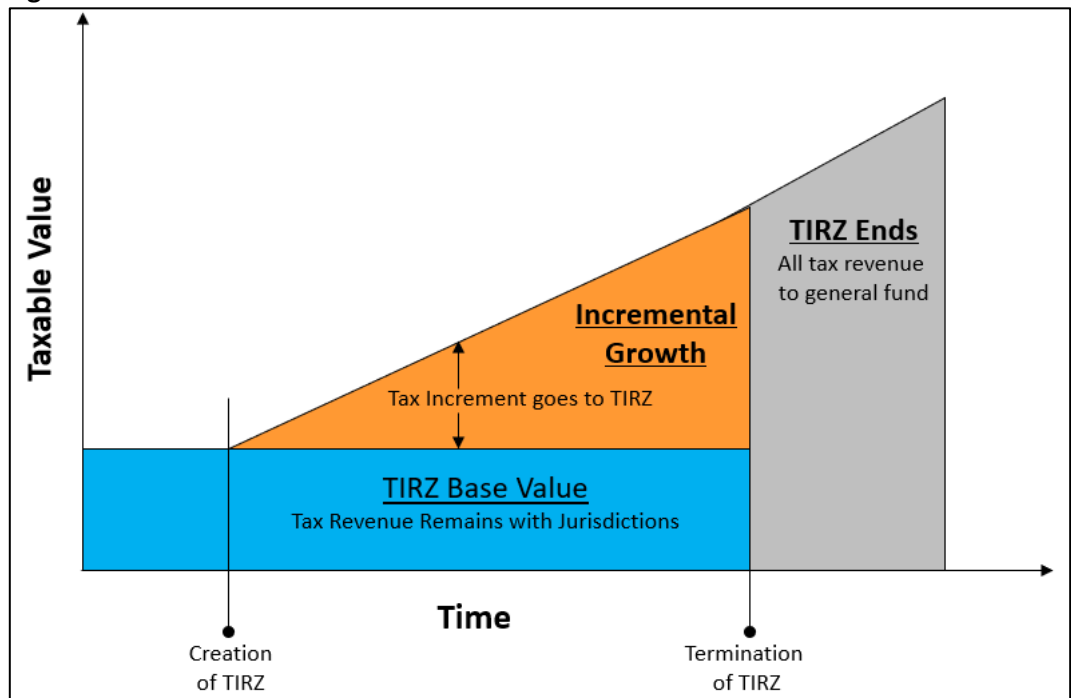
Background

In November 2021, the City of Tomball, Texas (“City”) by ordinance (Number 2021-39) approved the creation of City of Tomball Tax Increment Reinvestment Zone Number Three (“TIRZ #3”) consisting of approximately 240 acres of land. TIRZ #3 was created to help pay for infrastructure costs to facilitate the development of a 240-acre tract located at SH 249 and Rocky Road for light industrial and retail development. TIRZ #1 has a 30-year duration or until such time as the debt is paid off. The TIRZ #3 Board is comprised of five members.

Purpose of a Tax Increment Reinvestment Zone

A tax increment reinvestment zone (“TIRZ”) is a tool that local governments can use to finance needed improvements and infrastructure within a defined geographic area. These improvements usually are undertaken to promote the viability of existing businesses and to attract new commercial enterprises. The cost of eligible improvements is repaid by the contribution of future tax revenues by each taxing unit that levies taxes against the property. The additional incremental tax revenue that is received from the affected properties is referred to as the tax increment

Figure 1: How the Tax Increment is Calculated



Each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within TIRZ. Each taxing unit determines what percentage of its tax increment, if any, it will commit to

repayment of the cost of financing the public improvements. The statutes governing tax increment financing are located in Chapter 311 of the Tax Code.

Existing Tax Increment Financing Districts in the City of Tomball

There are no other existing City of Tomball TIRZs. According to state law, cities with less than 100,00 residents may not create a new TIRZ if more than 30.0 percent of the property in the proposed new reinvestment zone is used for residential purposes at the time of designation. In addition, the total appraised value of taxable real property in the proposed reinvestment zone and in the existing reinvestment zones may not exceed 50.0 percent of the total appraised value of taxable real property within the city and its industrial districts. TIRZ #3 complies with these rules.

Purpose of this Document

This document is designed to meet the legal requirements of designating a TIRZ and to provide guidance for the TIRZ Board that has been established to manage TIRZ #3. The sections and subsections of this report correspond the required sections outlined in Chapter 311 of the Texas Tax Code.

Texas Tax Code allows the governing body of the municipality or county that designated the TIRZ to amend the plan and extend the term of the zone after notice and hearing in the manner provided for the designation of the zone. Any changes to this plan will need to be documented and approved by the TIRZ Board and City of Tomball.

Section 2 – Project Plan

TIRZ #3 covers approximately 240 acres (including roads and right of way). The 2021 baseline taxable property value of the TIRZ is \$7,843,320.

Table 1: Existing Land Use in TIRZ #3 (2021)

Land Use	Acreage
D1 - Qualified Agricultural Land	240.1

Source: Harris County Appraisal District; TXP, Inc.

Existing Zoning and Land Use Guidelines Applicable to TIRZ #3

Existing City of Tomball land use, zoning guidelines, and policies would apply to all properties within the city limits.

Taxing Jurisdictions Applicable to TIRZ #3

TIRZ #3 is located within the following taxing jurisdictions:

- City of Tomball
- Tomball ISD
- Harris County
- Harris Co Flood Control
- Port of Houston Authy
- Harris County Hospital District
- Harris Co Educ Dept
- Lone Star College System
- Harris County ESD 15
- Harris County Emerg Serv District 8

Proposed Changes in Master Plans, Zoning Ordinances, and Building Codes

There are no anticipated changes to the master development and zoning ordinances.

Relocation of Displaced Persons

This plan currently does not call for nor anticipate the displacement and relocation of persons for the proposed projects.

Estimated Non-Project Costs

There are non-projects costs associated with this plan.

Figure 2: TIRZ #3 Geographic Boundary

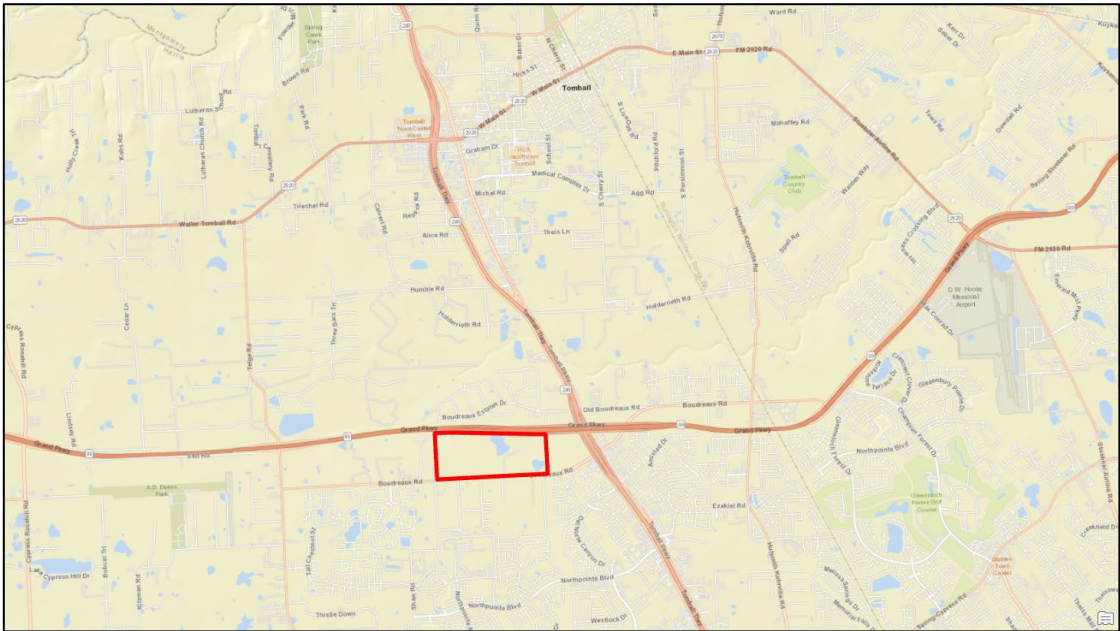


Figure 3: Existing Land Use within the TIRZ #3 (2021)



Figure 4: Industrial Park Site Plan at Buildout



Source: Lovett Industrial

Section 3 – Revenue Forecast

Tax increment financing is a tool used by local governments to publicly finance needed infrastructure and other improvements within a defined area. These improvements are usually undertaken to promote the viability of existing businesses and to attract new commercial enterprises to the area. The statutes governing tax increment financing are located in Chapter 311 of the State of Texas Tax Code.

The costs of improvements in the defined zone are repaid by the contribution of future property tax revenues by each taxing unit that levies taxes against the property. Specifically, each taxing unit can choose to dedicate all, a portion, or none of the tax revenue that is attributable to the increase in property values due to the improvements within the reinvestment zone. The additional tax revenue that is received from the affected properties is referred to as the tax increment. Each taxing unit determines what percentage of its tax increment, if any, it will commit to repayment of the cost of financing the public improvements.

Compliance & Reporting

The TIRZ Board policies shall comply with all federal, state, and local laws, rules, and regulations. The TIRZ Board will submit project status reports and financial reports as required by state law.

Public Sector Entities Participating in TIRZ #3

All project costs will be paid through the contribution of incremental property taxes collections. This City of Tomball will contribute 75.0 percent of its total tax rate (maintenance and operations (M&O) and interest and sinking (I&S) ad valorem tax rate for 30 years or until such time as the debt is paid off, whichever is less.

Table 2: Participating Taxing Jurisdictions for TIRZ #3

Entity	Property Tax Rate per \$100 (2021)	2021 Taxable Baseline Value
City of Tomball	\$0.333339	\$7,843,320

Source: TXP, Inc.

Financial Forecast Assumptions

- **TIRZ Duration** – The TIRZ will have a 30-year lifespan.
- **TIRZ Allocation** – All participating taxing jurisdictions will contribute 75 percent of their total incremental tax collections.
- **Tax Rate** – While tax rates do change over time, the 2023 tax rates were held constant for the duration of the TIRZ.
- **Existing Properties** – The 2021 baseline property value of the TIRZ is \$7,843,320.
- **Real Property** – Only taxable real property values are included in the tax increment calculations. By law, business personal property values are excluded from TIRZ.
- **Inflation & Appreciation Rate** – The inflation rate used for construction costs and the value of improvements is 2.5 percent per year.
- **Net Present Value** – The net present values of the tax increment were calculated at a discount rate of 5.0 percent.
- **Future Development Patterns** – The developer of the project, Lovett Industrial, provided a build out schedule that is incorporated into the tax revenue forecast.

Financial Forecast Summary Results

The following table depicts the anticipated revenue generated over 30 years. The first TIRZ increment will occur in 2022 (total 2022 value less 2021 baseline value). Note, 2022 taxes are not due until January 2023.

Table 3: Projected TIRZ #3 Tax Revenue

Year	Period	Tax Rate per \$100	Taxable Value	Taxable Value Less Baseline Value	TIRZ Tax Revenue @ 75%	City Retained Tax Revenue @ 25%
2021	Baseline	0.333339	\$7,843,320	\$0	\$0	\$0
2022	1	0.287248	\$7,843,320	\$0	\$0	\$0
2023	2	0.293320	\$153,730,404	\$145,887,084	\$320,937	\$106,979
2024	3	0.293320	\$193,705,098	\$185,861,778	\$408,877	\$136,292
2025	4	0.293320	\$240,352,295	\$232,508,975	\$511,496	\$170,499
2026	5	0.293320	\$270,188,351	\$262,345,031	\$577,133	\$192,378
2027	6	0.293320	\$298,233,895	\$290,390,575	\$638,830	\$212,943
2028	7	0.293320	\$305,689,742	\$297,846,422	\$655,232	\$218,411
2029	8	0.293320	\$313,331,986	\$305,488,666	\$672,045	\$224,015
2030	9	0.293320	\$321,165,286	\$313,321,966	\$689,277	\$229,759
2031	10	0.293320	\$329,194,418	\$321,351,098	\$706,940	\$235,647
2032	11	0.293320	\$337,424,278	\$329,580,958	\$725,045	\$241,682
2033	12	0.293320	\$345,859,885	\$338,016,565	\$743,603	\$247,868
2034	13	0.293320	\$354,506,382	\$346,663,062	\$762,624	\$254,208
2035	14	0.293320	\$363,369,042	\$355,525,722	\$782,121	\$260,707
2036	15	0.293320	\$372,453,268	\$364,609,948	\$802,105	\$267,368
2037	16	0.293320	\$381,764,600	\$373,921,280	\$822,589	\$274,196
2038	17	0.293320	\$391,308,715	\$383,465,395	\$843,586	\$281,195
2039	18	0.293320	\$401,091,432	\$393,248,112	\$865,107	\$288,369
2040	19	0.293320	\$411,118,718	\$403,275,398	\$887,166	\$295,722
2041	20	0.293320	\$421,396,686	\$413,553,366	\$909,776	\$303,259
2042	21	0.293320	\$431,931,603	\$424,088,283	\$932,952	\$310,984
2043	22	0.293320	\$442,729,893	\$434,886,573	\$956,707	\$318,902
2044	23	0.293320	\$453,798,141	\$445,954,821	\$981,056	\$327,019
2045	24	0.293320	\$465,143,094	\$457,299,774	\$1,006,014	\$335,338
2046	25	0.293320	\$476,771,672	\$468,928,352	\$1,031,595	\$343,865
2047	26	0.293320	\$488,690,963	\$480,847,643	\$1,057,817	\$352,606
2048	27	0.293320	\$500,908,237	\$493,064,917	\$1,084,694	\$361,565
2049	28	0.293320	\$513,430,943	\$505,587,623	\$1,112,242	\$370,747
2050	29	0.293320	\$526,266,717	\$518,423,397	\$1,140,480	\$380,160
2051	30	0.293320	\$539,423,385	\$531,580,065	\$1,169,423	\$292,356
Total					\$23,797,469	\$7,835,038
NPV @ 5%					\$10,125,491	\$3,353,689

Source: TXP, Inc.

Section 4 – Finance Plan

Project Overview & Costs

TIRZ #3 will provide support for catalytic infrastructure and economic development projects that will facilitate the development of a 240-acre tract located at SH 249 and Rocky Road for light industrial and retail development.

Public infrastructure investment is required to redevelop the area. This is the priority spending focus of TIRZ #3. In addition, other projects might be added to the list as future development projects and related opportunities present themselves. The anticipated project costs are divided into major categories. Based on the revenue forecast, it is anticipated that most these expenses will occur within 5 years of the TIRZ being established.

Duration of the Zone

The total duration of TIRZ #3 is 30 years. The baseline year is 2021. It is scheduled to terminate on December 31, 2051, (including collection of the 2051 increment in calendar year 2052 and any related matters to be concluded in 2052).

Method of Financing Project Costs

All project costs will be paid through the contribution of incremental property taxes collections. The City of Tomball will contribute 75.0 percent of incremental tax revenue to the Zone.

Estimated Time when Related Costs or Monetary Obligations Incurred

The TIRZ will reimburse developers and pay for projects as funds become available. It might take the TIRZ multiple years to accrue funds required for a project or to repay a developer.

Estimated Amount of Bonded Indebtedness

It is anticipated that financial transactions by the TIRZ are to be on a cash only basis and to the extent only that funds are available. However, if the resources become available to issue debt, the TIRZ #3 Board may recommend to the City of Tomball that it is appropriate to issue TIRZ debt if the Tax Increment Fund can make such payments. The TIRZ Board is under no obligation to issue any notes or debt.

Economically Feasible

The TIRZ Board and City of Tomball staff reviewed the TXP forecasts and model assumptions. It was determined that the TIRZ would generate sufficient revenue to pay for the Project Plan. Therefore, the financial forecasts are reasonable and its assumptions appear to be sound. The project plan is economically feasible.

Implementation of the Project Plan

The City of Tomball City Council at all times shall have and retain paramount authority to direct the actions of the TIRZ #3 Board in connection with the administration of the Plans, and in that regard the Board shall have only the powers and authority granted to it from time to time by the City Commission.

Eligible Project Costs & Categories

1. Parks & Streetscape Enhancements

This category includes gateway features, linear parks, corridor landscaping, public plazas, etc.

2. Infrastructure Improvements

This category includes water, sanitary sewer and storm water improvements, roadway and street intersection enhancements, public transportation, relocation of aboveground utilities, public sidewalks, public safety facilities, and related right of way. This category includes eligible expenditures for design and engineering.

3. Economic Development Grants

It is anticipated that economic development loans or grants might be made to assist in implementing the project plan. The City, with advisement from the TIRZ Board shall have the authority to establish and administer economic development programs, including but not limited to grants and loans, authorized under Chapter 380 of the Texas Local Government Code. Should such loans or grants be made, it will be done with the intent to fulfill the public purposes of developing and diversifying the economy, eliminating unemployment or underemployment, and developing or expanding transportation, business, and commercial activity in the TIRZ.

4. Developer Reimbursement for Public Improvements

The TIRZ Board will seek to enter into agreements as necessary with other owners of undeveloped property in the Zone for the repayment of costs associated with infrastructure that benefit the Zone such as streets, water and sewer improvements, open space improvements, landscaping, flood control, and any other public projects that benefit the Zone. These projects will be evaluated and approved on a case-by-case basis.

A developer will typically apply for and be authorized by the TIRZ and Tomball City Council for TIRZ improvements, then fund and build the improvements. Upon completion and acceptance of the work by the City, the developer will be reimbursed with TIRZ funds if and when they are available. TIRZ payments are made based on available increment and other conditions set forth in project development agreements.

Private developers must enter into a development agreement with the TIRZ if they desire the public sector to share in the costs of infrastructure improvements required for their projects. Reimbursement priorities and the method of apportioning available increment will be described in the development agreement. Each development agreement is unique. Accordingly, the nature and extent of support from the TIRZ may change over time as the area becomes more developed.

5. Non-Project Costs

It is not possible to quantify other non-project costs at this time, other than to say that they are anticipated. However, these costs should not exceed TIRZ #3 revenue less other costs delineated in the project plan. Consultants, engineers, surveyors, and other costs incurred not related to the other categories and other unforeseen costs are included in this category.

6. Administration & Implementation

The City will support the TIRZ administration with staff personnel. This support shall include keeping and maintaining the records of the Zone, accounting services as the Zone Board may request, and other administrative support. In addition, other eligible operations costs under this project category would include contracting for professional services as requested by the Board (ex. engineering firm, land planning, or other technical support). The administrative operations and implementation costs are estimated at \$10,000 per year.

Future Eligible Projects

The categories described above are meant to include all project types eligible under Chapter 311, Section 311.002 of the Texas Tax Code. For a detailed list of projects that will be included as Project Costs, see Table 6. The costs illustrated in Table 4 are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. It is anticipated that the individual TIRZ project cost will be evaluated and reimbursed on a case-by-case basis, consistent with the categories listed in the document, and brought forward to the TIRZ board and City Council for consideration.

Table 4: Eligible TIRZ #3 Project Costs

Project	Estimated Cost
Site Clearing	\$343,425
Roads and thoroughfares	\$1,350,637
Water production/tank facilities	\$839,007
Water distribution facilities	\$163,988
Wastewater conveyance, collection, and treatment facilities	\$982,596
Storm	\$1,969,940
Detention	\$2,133,424
Land	\$984,755
Impact Fees	\$114,234
Soft Costs	\$1,197,329
Contingencies	\$276,808
Developer Interest	\$1,027,951
Total	\$11,384,094
Utility Agreement - Storage Tank	
Developer Cost (Reimbursed by TIRZ @ 50% of total cost)	\$2,838,875
Administration & Implementation	\$300,000
Total TIRZ Cost	\$14,522,969

Source: Lovett Industrial and City of Tomball



Appendix: TIRZ #3 Ordinance

See Attached Document



Legal Disclaimer

TXP, Inc. (TXP) reserves the right to make changes, corrections, and/or improvements at any time and without notice. In addition, TXP disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions, or discrepancies. TXP disclaims any liability due to errors, omissions, or discrepancies made by third parties whose material TXP relied on in good faith to produce the report.

Any statements involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that such opinions or estimates will be realized. The information and expressions of opinion contained herein are subject to change without notice, and shall not, under any circumstances, create any implications that there has been no change or updates.

ORDINANCE NO. 2021-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS; CREATING THE “TAX INCREMENT REINVESTMENT ZONE NUMBER THREE” OVER THE AREA GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND PARKWAY 99 AND ROCKY ROAD, HARRIS COUNTY, TEXAS; DESIGNATING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HEREIN; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City Council (the “Council”) of the City of Tomball, Texas (the “City”) hereby determines that the creation of a tax increment reinvestment zone to be named the “City of Tomball Tax Increment Reinvestment Zone Number Three” (the “TIRZ No. 3”) is necessary to promote the development or redevelopment of the area generally located at the southwest corner of Grand Parkway 99 and Rocky Road in Tomball, Texas (the “Area”), with the boundaries of TIRZ No. 3 to encompass the Area, and with such boundaries being more particularly depicted and described in “Exhibit A” attached to and incorporated in this Ordinance for all purposes; and

WHEREAS, on November 29, 2021, after giving proper legal notice, the Council held a public hearing where all interested persons were given the opportunity to speak and present evidence for and against the creation of TIRZ No. 3; and

WHEREAS, the Council hereby determines that a tax increment fund for TIRZ No. 3 must be established as required by law (the “TIRZ Fund”), with the TIRZ Fund being more particularly described in “Exhibit B” attached to and incorporated in this Ordinance for all purposes; and

WHEREAS, the Council hereby determines that Preliminary Reinvestment Zone Project and Financing Plans must be prepared as required by law for TIRZ No. 3 (the “Preliminary Plans”), with the Preliminary Plans being included as “Exhibit D” attached to and incorporated in this Ordinance for all purposes; and

WHEREAS, the Council hereby determines that Area within TIRZ No. 3 meets the criteria for a tax increment reinvestment zone under Chapter 311 of the Texas Tax Code, and the Council hereby determines that proposed improvements in TIRZ No. 3 will significantly enhance the value of all taxable real property in TIRZ No. 3 and will be of general benefit to the City, and that development of the Area would not occur in the foreseeable future solely through private investment; and

WHEREAS, the Council hereby determines that a board of directors shall be created for the administration, management, and operation of TIRZ No. 3 and for the implementation of the project and financing plans of TIRZ No. 3 (the “Board”), with the Board being composed of five (5) members appointed by the Council in accordance with Texas Tax Code 311.009(a); and, **NOW**

THEREFORE,

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

SECTION 1. THAT the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. THAT as provided in Chapter 311 of the Texas Tax Code, the "Tax Increment Reinvestment Zone Number Three" ("TIRZ No. 3") is hereby designated and established over the area described in "Exhibit A".

SECTION 3. THAT the purpose of TIRZ No. 3 shall be primarily for encouraging development and construction of infrastructure.

SECTION 4. THAT TIRZ No. 3 shall be effective for a period of thirty (30) years or until such time as the debt is paid off, whichever is less, commencing on the date of the adoption hereof.

SECTION 5. THAT a tax increment fund is hereby established for TIRZ No. 3 as fully described in "Exhibit B".

SECTION 6. THAT a board of directors for TIRZ No. 3 is hereby created as fully described in "Exhibit C".

SECTION 7. THAT all other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

SECTION 8. THAT in the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance, or the application of the same, to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the Council, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 9. THAT this Ordinance shall be in full force and effect from and after its passage.

FIRST READING:

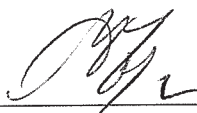
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 29TH DAY OF NOVEMBER 2021.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>ABSENT</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

COUNCILMAN FORD	<u>Aye</u>
COUNCILMAN STOLL	<u>Aye</u>
COUNCILMAN DEGGES	<u>Aye</u>
COUNCILMAN TOWNSEND	<u>Aye</u>
COUNCILMAN KLEIN QUINN	<u>Aye</u>



Gretchen Fagan, Mayor

ATTEST:

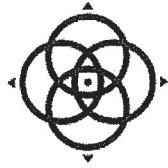


Doris Speer, City Secretary

Exhibit A – TIRZ No. 3: Property Description

RP-2022-52099





WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 240.075 ACRES OR 10,457,658 SQ. FT.

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

THENCE, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.



ROBERT KNESS
R.P.L.S. NO. 6599
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



7-12-2021
DATE:

Exhibit B – TIRZ No. 3: Tax Increment Fund

(a) A tax increment fund to be called “TIF Fund Number 3” is hereby established for TIRZ No. 3 (the “Fund”).

(b) The Fund may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council (the “Council”) of the City of Tomball (the “City”). The Fund shall consist of:

1. The percentage of the tax increment as defined by Section 311.012(A) of the Texas Tax Code (the “Code”), that each taxing unit which levies real property taxes in TIRZ No. 3, other than the City, has elected to dedicate to the Fund under an agreement with the City authorized by Section 311.013(f) of the Code; and,
2. Seventy-five (75%) of the City’s portion of the tax increment from TIRZ No. 3, as defined by Section 311.012(a) of the Code.

(c) The Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the Fund:

1. The sale of any obligations, if any, hereafter issued by the City and secured in whole or part from the tax increment of TIRZ No. 3;
2. The sale of any property acquired as part of a plan adopted by the Board of Directors of TIRZ No. 3 (the “Board”); and,
3. Other revenues dedicated to TIRZ No. 3.

(d) Prior to the termination of TIRZ No. 3, money disbursed or transferred from the Fund may be used only to pay project costs, as defined by the Code, for TIRZ No. 3, to satisfy the claims of holders of obligations for TIRZ No. 3 or other issue of obligations secured by the Fund’s proceeds, or to pay obligations incurred pursuant to agreements entered into to implement plans adopted by the Board pursuant to the Code.

EXHIBIT C – TIRZ No. 3 Board of Directors

Board of Directors

A board of directors (the “Board”) is hereby created for Reinvestment Zone Three (“TIRZ No. 3”) as provided herein.

Organization and Procedure

The Board shall consist of five (5) regular members who shall be nominated and appointed as follows:

Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the “Council”) of the City of Tomball (the “City”) may appoint a number of members to the Board such that the Board comprises five (5) members.

Qualifications

All Board members shall be at least eighteen (18) years old and either: (a) be a resident of the county in which the zone is located or a county adjacent to that county; or, (b) own real property in the zone, whether or not the individual resides in the county in which the zone is located or a county adjacent to that county. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

Terms

(a) Initial Board member appointments by the Council or a taxing unit shall be as follows:

1. No more than two (2) members shall be appointed for a term expiring December 31, 2022.
2. No more than three (3) members shall be appointed for a term expiring December 31, 2023.

(b) All appointments for Board members made after the initial appointments shall be for a term of two (2) years starting on January 1, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

Duties

(a) The Board shall act as an advisory board to the Council in the operation and administration of TIRZ No. 3, with all action by the Board being subject to Council approval.

(b) The authority and responsibility of the Board expressly includes:

1. Making recommendations to the Council regarding the administration of TIRZ No. 3;
2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;

3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

Officers

Each year, the Board shall recommend to the Council one (1) of its members to serve as Chairman for a term of one (1) year that begins on January 1 of the following year. The Council may accept the Board's recommendation or the Council may appoint the Chairman. The Board may elect a Vice-Chairman to preside in the absence of the Chairman or when there is a vacancy in the office of Chairman. The Board may elect other officers as it considers appropriate.

Bylaws

The Board may write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the City Secretary of the City.

Meetings

(a) The Board should hold at least one (1) meeting per year. These meetings shall be open to the public and at a time and place of the Board's choosing. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation. All meetings shall be public and shall conform to State law.

(b) All Board members, including the Chairperson, shall vote in matters considered by the Board.

Minutes

The Board shall keep a record of its proceedings in a permanent book, and a signed copy of the minutes shall be given to the City Secretary of the City.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve Resolution 2023-51, a Resolution of the City Council of the City of Tomball, Texas, Amending Development Permits, Inspections & Fees in the Master Fee Schedule for Fiscal Year 2023-2024, and Providing an Effective Date.

Background:

The City of Tomball adopts a Master Fee Schedule annually that incorporates City fees, fines, permits, utility rates and other charges for services, with the last update adopted by Resolution Number 2023-44 on September 18, 2023. Resolution No. 2023-51 amends the FY 2023-2024 Master Fee Schedule as follows:

Development Permits, Inspections & Fees

Page 12 of the FY 2023-2024 Master Fee Schedule, in accordance with Chapter 395 of Texas Local Government Code, is amended to reflect the adopted impact fees for water and wastewater as approved by Ordinance No. 2023-46, adopted on second reading at the November 20, 2023, City Council Meeting.

A redline and clean version of the Master Fee Schedule is attached for City Council review. Below are the fees that are being updated to the Maximum Allowable rate.

Meter Size	Service Unit Equivalents	Maximum Allowable Impact Fees	Maximum Allowable Impact Fees	Total Maximum Allowable Impact Fees
		Water	Wastewater	
3/4"	1	\$6,618	\$8,069	\$14,687
1"	1.6	\$10,588	\$12,910	\$23,498
1-1/2"	5.3	\$35,075	\$42,765	\$77,840
2"	6.6	\$43,678	\$53,255	\$96,933
3"	13.3	\$88,019	\$107,317	\$195,336
4"	26.6	\$176,038	\$214,635	\$390,673
6"	53.3	\$352,739	\$430,077	\$782,816
8"	90.0	\$595,620	\$726,210	\$1,321,830

10"	166.6	\$1,102,558	\$1,344,295	\$2,446,853
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Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2023-51 approving the update to the Master Fee Schedule for Fiscal Year 2023-2024, to be effective 14 days after approval.

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

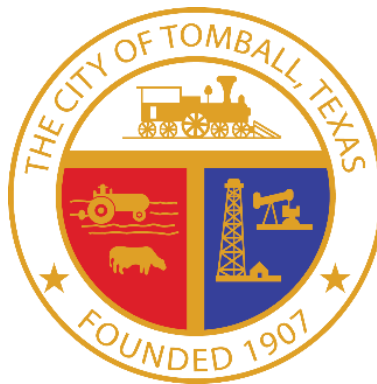
FUNDING (IF APPLICABLE)

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

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

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

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



**City of Tomball
Master Fee Schedule
FY 2023-2024**

Effective October 1, 2023

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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 three percent (3%) 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	\$6.00 for first signature; \$1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	\$6.00
For a copy of a record or paper (uncertified copy) in the notary public's office	\$0.50 per page
For taking the deposition of a witness	\$0.50 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, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Charges are summarized below for convenience, but any 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)		\$1,500.00	
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		\$50.00	
Variance/Special Exception (Board of Adjustments)		\$500.00	
Zoning Verification Request		\$50.00	
Comprehensive 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	\$50.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	\$100.00		
Civil plan review fee HB 3492 hourly rate: \$85.91	\$101 per acre of development (minimum of \$101) \$86 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: \$102.19	Project Area	Fee	
	0 to 0.50 acres	\$800	
	0.501 to 4.99 acres	\$1,200	
	4.991 acres and more	\$2,500 + \$1,133 per additional acre above 4.991 acres	
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.			
Building Permits			
Residential Building Permits			
Single-family residential building permit - new construction and remodels	\$0.45 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	\$60.00 fee will be charged for each initial inspection		
\$1,001 to \$50,000	\$60.00 for the first \$1,000 in value, plus \$5.00 for each additional thousand or fraction thereof		

\$50,001 to \$100,000	\$305.00 for the first \$50,000 in value, plus \$4.00 for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$505.00 for the first \$100,000 in value, plus \$3.00 for each additional thousand or fraction thereof
\$500,001 and greater	\$1,705.00 for the first \$500,000 in value, plus \$2.00 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
Banner Sign Fee	
Banner sign fee	\$25.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	\$110.00
Demolition Permit/Fee	
Size of building/structure	Fee
0 to 100,000 cubic feet	\$100.00
100,001 cubic feet and greater	\$100.00, plus \$1.00 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit	\$50.00
Commercial roofing permit	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	\$42.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	\$18.00
Service between 125 and 200 amp with meter loop	\$24.00
Service between 201 and 400 amp with meter loop	\$36.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	\$0.60
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	\$6.00
Motors (installed)	
¾ h.p.	\$3.60
Greater than ¾ h.p. and less than 10 h.p.	\$8.40
Greater than or equal to 10 h.p.	\$12.00

Transformers	
Less than or equal to 1 kVA	\$2.40
Greater than 1 kVA and less than 10 kVA	\$14.40
Greater than or equal to 10 kVA	\$18.00
Slab Inspections	
Slab Inspection	\$18.00
Additional slab inspection	\$8.40
Miscellaneous	
All parking lot light pole	\$30.00
Electric, neon, illuminated Signs	\$9.60
Ditch cover, up to 100 linear feet	\$14.40
Ditch cover, more than 100 linear feet	\$14.40 for first 100 linear feet + \$7.20 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	\$20.40
Temporary saw pole – 90 days	\$20.40
Temporary cut-ins made permanent	\$30.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	\$18.00
Demolition (when for electric only)	\$36.00
Plumbing Permits	
Plumbing permit application fee	\$42.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	\$3.60
Water heater (any type, including insta-hot, inline, conventional)	\$3.60
Vacuum breaker or backflow protective devices installed	\$3.60
Sewer (new, replacement, repair or sewer line)	\$7.20
Water (new, replacement, repair or water-line)	\$7.20
Gas	
Medical Gas (Medgas)	\$3.60
Gas Opening	\$3.60
Gas Line	\$7.20
Gas Test	\$7.20
Other Plumbing Permits	
Demolition (when for plumbing only)	\$36.00
Irrigation Permit	
Residential irrigation permit fee	\$60.00
Commercial irrigation permit fee	\$180.00
Mechanical Permits	
Mechanical permit base fee	\$42.00
Total Valuation of Installation (labor & materials)	Fee
\$0 to \$1,000	No additional fee (base fee only)
\$1,001 and greater	Base fee plus \$12.00 for each additional thousand or fraction thereof

Boiler or chillers inspection	\$120.00 (per unit)	
Driveway Permits		
Permit Type	No Culvert	With Culvert
Residential driveway permit	\$25.00	\$1,575.00
Commercial driveway permit	\$25.00	\$25.00 (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)	\$60.00	
Temporary certificate of occupancy (valid for 14 days)	\$85.00	
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 re-inspection (fee per inspection)	\$150.00	
After hours inspection fee	\$300.00	
Water Tap Fees		
Water Tap Fees		
Meter Size	Fee	
5/8 inch to 3/4 inch	\$1,700.00	
1.0 inch	\$1,950.00	
1.5 inch	\$2,850.00	
2.0 inch	\$3,050.00	
Irrigation tap (1 inch)	\$1,950.00	
Irrigation tap (2 inch)	\$2,800.00	
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		
Line Size	Fee	
1 inch line	\$1,000.00	
2 inch line	\$1,200.00	
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				
Connection Size			Fee	
4 inch			\$1,500.00	
6 inch			\$1,775.00	
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			\$1,450.00	
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				
BTUs		Meter Size	Fee	
0 to 345,000		200-275	\$1,200.00	
345,001 to 450,000		415-450	\$1,600.00	
450,001 to 1,760,000		750-880	\$3,250.00	
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			\$1,000.00	
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.				
Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	Water Meter Size	Water Impact Fee	Wastewater Impact Fee	Total Fees
1.0	¾ inch	\$3,781.00 \$6,618	\$2,521.00 \$8,069	\$6,302.00 \$14,687
2.5 -1.6	1 inch	\$6,314.27 \$10,588	\$4,210.07 \$12,910	\$10,524.34 \$23,498
5.0 -5.3	1.5 inch	\$12,590.73 \$35,075	\$8,394.93 \$42,765	\$20,985.66 \$77,840
8.0 -6.6	2 inch	\$20,152.73 \$43,678	\$13,436.93 \$53,255	\$33,589.66 \$96,933

16.0 13.3	3 inch	\$44,124.27 \$88,019	\$29,420.07 \$107,317	\$73,544.34 \$195,336
25.0 26.6	4 inch	\$75,620.00 \$176,038	\$50,420.00 \$214,635	\$126,040.00 \$390,673
50.0 53.3	6 inch	\$170,145.00 \$352,739	\$113,445.00 \$430,077	\$283,590.00 \$782,816
80.0 90.0	8 inch	\$201,640.73 \$595,620	\$134,444.93 \$726,210	\$336,085.66 \$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	\$75.00	\$100.00
<i>Fire Sprinkler System</i>				
Review Fee				\$200.00
Riser				\$10.00 each
Fire Department Connection				\$10.00 each
Per Each Sprinkler Head				\$1.00 each
<i>Fire Alarm System</i>				
Review Fee				\$200.00
Signal/Notification Device				\$2.00 each
<i>Paint Booth/Mixing Room</i>				
Review Fee				\$200.00
Nozzle				\$1.00 each
<i>Cooking Suppression System</i>				
Review Fee				\$200.00
Nozzle				\$1.00 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 plan review fee				
<i>Special Services - To Be Paid Before 3:45 p.m.</i>				
Special Handling/Same Day Service - Plans				\$200.00
<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 re-inspection (fee per inspection)				\$150.00
After hours inspection fee (up to 4 hours)				\$300.00
Each additional hour (rounded up to the next hour)				\$75.00 per hour
<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 re-inspection (fee per inspection)				\$150.00
After hours inspection fee (up to 4 hours)				\$300.00
Each additional hour (rounded up to the next hour)				\$75.00 per hour
<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 (second inspection)			\$50.00
Second re-inspection (third inspection)			\$75.00
Third re-inspection (fourth inspection)			\$100.00
All re-inspections after third re-inspection (fee per inspection)			\$150.00
After hours inspection fee (up to 4 hours)			\$300.00
Each additional hour (rounded up to the next hour)			\$75.00 per hour
Access Control Device Installation			
Access control device installation plan review			\$200.00
Fire Marshal Permits			
Permit	Permit Ref. No.	Renewable (R) or One-Time (O)	Fee
Amusement Buildings	105.6.2	R	\$100.00
Aviation Facilities	105.6.3	R	\$150.00
Carnivals & Fairs	105.6.4	R	\$150.00
Cellulose Nitrate Film	105.6.5	R	\$100.00
Combustible Dust Producing Operations	105.6.6	R	\$100.00
Combustible Fibers	105.6.7	R	\$125.00
Compressed Gases	105.6.8	R	\$100.00
Covered Mall Buildings	105.6.9	R	\$50.00
Cryogenic Fluids	105.6.10	R	\$100.00
Cutting & Welding	105.6.11	R	\$75.00
Dry Cleaning Plants	105.6.12	R	\$100.00
Exhibits & Trade Shows	105.6.13	R	\$75.00
Explosives, including Fireworks	105.6.14	R	\$150.00
Flammable and Combustible Liquids	105.6.16	R	\$75.00
Floor Finishing, including Bowling Lanes	105.6.17	R	\$100.00
Fumigation and Insecticide Fogging	105.6.19	R	\$50.00
Hazardous Materials	105.6.20	R	\$150.00
HPM Facilities	105.6.21	R	\$150.00
High Pile Storage	105.6.22	R	\$75.00
Hot work Operations	105.6.23	R	\$75.00
Industrial Ovens	105.6.24	R	\$100.00
Lumber Yards and Wood Working Plants	105.6.25	R	\$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.6.26	R	\$100.00
LP Gas	105.6.27	R	\$100.00
Magnesium Working	105.6.28	R	\$150.00
Miscellaneous Combustible Storage	105.6.29	R	\$100.00
Open burning (commercial-trench)	105.6.30	R	\$150.00
Open Flames and Candles	105.6.32	R	\$50.00
Organic Coating	105.6.33	R	\$100.00
Places of Assembly (50-100)	105.6.34	R	\$75.00
Places of Assembly (101-299)		R	\$100.00
Places of Assembly (300 or More)		R	\$125.00
Pyrotechnic Special Effects Material	105.6.36	R	\$150.00
Repair Garage	105.6.39	R	\$100.00
Motor Vehicle Fuel Dispensing Facility	105.6.39	R	\$100.00

Rooftop Heliports	105.6.40	R	\$150.00
Spraying & Dipping	105.6.41	R	\$150.00
Tire Storage	105.6.42	R	\$100.00
Temporary Structures, Tents & Canopies	105.6.43	R	\$75.00
Wood Products	105.6.46	R	\$100.00
Fire Flow Test	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>
Nonprofit club/organizations which do not charge for services	\$50.00	\$30.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$75.00	\$50.00	\$20.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$30.00
<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>
Nonprofit club/organizations which do not charge for services	\$75.00	\$50.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$50.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$125.00	\$100.00	\$75.00
<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
Impounded vehicles, impounding fee	Not to exceed \$10.00

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit

Residential deposit	\$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by two (2) or \$300.00, whichever is greater
Temporary hydrant meter deposit	\$3,000.00

City of Tomball Utilities – Monthly Administrative Service Charge

City utility administrative service charge	\$1.00 per month per account
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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
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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	\$11.55	\$3.02
Medium residential	10,001 to 15,000	\$13.29	\$3.77
Large residential	15,001 or more	\$15.29	\$4.72
Small commercial	Up to 5,000	\$19.56	\$3.66

Medium commercial	5,001 to 51,000	\$31.48	\$4.58
Large commercial	51,000 or more	\$55.11	\$5.72
Bulk Water Sales			
Bulk sales rate	All usage	\$92.27	\$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			\$175.00
1.5 inch and 2.0 inch			\$225.00
3.0+ in meters			\$325.00
Meter Box Repair Fee			
In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of \$225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.			
City of Tomball Wastewater (Sanitary Sewer) Utility Rates			
Residential Sanitary Sewer Rates, with Potable Water Service			
Monthly Base Charge			\$10.23
Volume rate per 1,000 gallons			\$3.57
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.			
Commercial Sanitary Sewer Rates, with Potable Water Service			
Monthly base charge			\$24.91
Volume rate per 1,000 gallons			
0 to 5,000 gallons			\$4.53
5,001 to 51,000 gallons			\$5.65
More than 51,000 gallons			\$7.07
Residential Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$41.93
Commercial Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$69.78
Fee per drain (in excess of 10)			\$2.78
City of Tomball Natural Gas Utility Rates			
Base rate	\$11.75		
Consumption	\$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)		

Gas Meter Testing Fee		
In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.		
Meter Size/Type		Testing Fee
Domestic – American		\$350.00
400 Series		\$375.00
Industrial Diaphragm (800 to 1,000)		\$525.00
Industrial Diaphragm (1,000 to 10,000)		\$775.00
Rotary		\$775.00
Excess Flow Valve		
Installation of an excess flow valve to an existing natural gas service line		\$500.00
Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball’s solid waste provider for FY 2022-2023 is GFL. The fees associated with garbage collection and disposal are set by GFL. The rates below do not include applicable sales taxes.		
GFL Administrative Services Fee		
GFL administrative services fee		\$5.50 monthly
Residential Service		
Bag service		\$15.70
Poly cart service – refuse only		\$18.70
Poly cart service – recycling only		\$18.70
Poly cart service – refuse and recycling		\$21.70
Special Collection – Large Bulk		
Service fee		\$40.00
Disposal cost (per yard)		\$20.00
Small Commercial with Poly Cart		
Service		Rate per month
One Collection per Week		\$30.00
Additional Cart – once per week collection		\$25.00
Two Collections per Week		\$35.00
Additional Cart – twice per week collection		\$30.00
Weekly Recycling Collection		\$10.00
Cart Replacement (MSW and/or Recycling)		\$85.00
Dumpsters		
Size	Frequency	Rate per Month
2 Yard	1	\$75.00
2 Yard	3	\$142.00
3 Yard	1	\$90.00
3 Yard	2	\$140.00
3 Yard	3	\$215.00
3 Yard	4	\$270.00
3 Yard	5	\$335.00
3 Yard	6	\$400.00

<i>Size</i>	<i>Frequency</i>	<i>Rate per Month</i>
3 Yard Additional Container	1	\$85.00
3 Yard Additional Container	2	\$130.00
3 Yard Additional Container	3	\$200.00
3 Yard Additional Container	4	\$250.00
3 Yard Additional Container	5	\$310.00
3 Yard Additional Container	6	\$370.00
4 Yard	1	\$100.00
4 Yard	2	\$155.00
4 Yard	3	\$230.00
4 Yard	4	\$290.00
4 Yard	5	\$360.00
4 Yard	6	\$430.00
4 Yard Additional Container	1	\$90.00
4 Yard Additional Container	2	\$145.00
4 Yard Additional Container	3	\$215.00
4 Yard Additional Container	4	\$270.00
4 Yard Additional Container	5	\$330.00
4 Yard Additional Container	6	\$400.00
6 Yard	1	\$125.00
6 Yard	2	\$200.00
6 Yard	3	\$300.00
6 Yard	4	\$370.00
6 Yard	5	\$460.00
6 Yard	6	\$550.00
6 Yard Additional Container	1	\$115.00
6 Yard Additional Container	2	\$180.00
6 Yard Additional Container	3	\$275.00
6 Yard Additional Container	4	\$340.00
6 Yard Additional Container	5	\$425.00
6 Yard Additional Container	6	\$510.00
8 Yard	1	\$150.00
8 Yard	2	\$245.00
8 Yard	3	\$355.00
8 Yard	4	\$450.00
8 Yard	5	\$550.00
8 Yard	6	\$650.00
8 Yard Additional Container	1	\$135.00
8 Yard Additional Container	2	\$225.00
8 Yard Additional Container	3	\$320.00
8 Yard Additional Container	4	\$375.00
8 Yard Additional Container	5	\$490.00
8 Yard Additional Container	6	\$565.00
<i>Additional Dumpster Fees</i>		

<i>Description</i>		<i>Occurrence</i>	<i>Fee</i>	
Additional Collection		Per Collection	\$100.00	
Exchange Charge		Per Exchange	\$60.00	
Casters		One-time fee	\$90.00	
Locks		One-time fee	\$90.00	
<i>Roll-off Containers (Temporary or Permanent)</i>				
<i>Size</i>	<i>Delivery Fee</i>	<i>Daily Rent</i>	<i>Hauling Rate</i>	<i>Trip Charge</i>
20 Yard	\$175.00	\$8.50	\$225.00	\$185.00
30 Yard	\$175.00	\$8.50	\$250.00	\$185.00
40 Yard	\$175.00	\$8.50	\$275.00	\$185.00
<i>Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)</i>				
<i>Hauling Rate</i>		<i>Disposal Rate per Ton</i>		<i>Trip Charge</i>
\$350.00		50.00		\$185.00
<i>Damage Waiver Fees</i>				
Damage waiver fees can be added to commercial accounts at the customer’s request to cover damaged or stolen containers. In the event a container is stolen, if the customer provides a police report the replacement cost may be waived.				
<i>Size</i>	<i>Fee/Day</i>	<i>Replacement Cost (with Damage Waiver)</i>	<i>Replacement Cost (with no Damage Waiver)</i>	<i>Delivery Fee</i>
2 Yard	\$0.35	\$201.50	\$403.00	\$65.00
3 Yard	\$0.35	\$248.50	\$497.00	\$65.00
4 Yard	\$0.35	\$283.50	\$567.00	\$65.00
6 Yard	\$0.45	\$386.50	\$773.00	\$65.00
8 Yard	\$0.45	\$447.00	\$894.00	\$65.00
20 Yard	\$2.70	\$2,349.50	\$4,699.00	\$65.00
30 Yard	\$2.70	\$2,510.00	\$5,020.00	\$65.00
40 Yard	\$2.70	\$2,744.50	\$5,489.00	\$65.00

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
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 - 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
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	\$281.00
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

RESOLUTION NO. 2023-51

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS AMENDING DEVELOPMENT PERMITS,
INSPECTIONS & FEES IN THE MASTER FEE SCHEDULE FOR
FISCAL YEAR 2023-2024, AND PROVIDING AN EFFECTIVE
DATE.**

* * * * *

WHEREAS, on September 18, 2023, the Tomball City Council adopted a Master Fee Schedule for Fiscal Year 2023-2024 to provide easier access for Tomball residents and commercial interests; and

WHEREAS, the Tomball City Council finds it advisable and necessary to amend the City of Tomball Water and Wastewater Impact fees as originally approved in Resolution No. 2023-44 and amended by Resolution No. 2023-51;

**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. Page 12, Development Permits, Inspections & Fees, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2023-2024 is hereby amended to reflect the adopted water and wastewater impact fees pursuant to Texas Local Government Code Chapter 395.

Section 3. A copy of the Amended Master Fee Schedule for Fiscal Year 2023-2024 is attached hereto and incorporated by reference.

Section 4. 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.

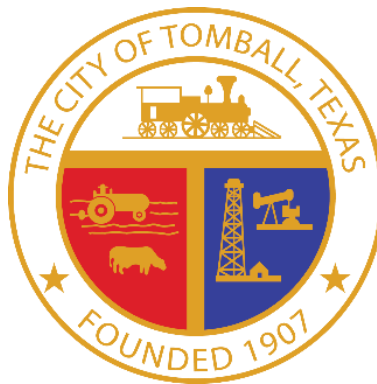
Section 5. This Resolution shall be effective on December 4, 2023.

PASSED, APPROVED, AND RESOLVED this 20th day of November 2023.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary



**City of Tomball
Master Fee Schedule
FY 2023-2024**

Effective October 1, 2023

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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 three percent (3%) 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	\$6.00 for first signature; \$1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	\$6.00
For a copy of a record or paper (uncertified copy) in the notary public's office	\$0.50 per page
For taking the deposition of a witness	\$0.50 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, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Charges are summarized below for convenience, but any 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
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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

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	\$25.00, plus \$5.00 for feeding and care per animal, per day
Other livestock	\$15.00, plus \$2.00 for feeding and care per animal, per day

Redeeming Animals ([8-178, Code of Ordinances](#))

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to \$3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. ([Sec. 8-68, Code of Ordinances](#)).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	\$500.00
Vehicle Inspection Fee	\$100.00
Vehicle Re-Inspection Fee	\$100.00
Commercial Filming Permit	
*Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	\$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	\$350.00
Renewal application fee	\$100.00
Transfer application fee upon change or ownership/operator	\$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	\$25.00 per year
Impounded donation container fee	\$200.00
Daily storage fee	\$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	\$750.00
Annual fee for employee of sexually oriented business	\$50.00
Tow Truck Rotation Company Fees	
Initial application fee	\$100.00
Additional application fee	\$75.00
Annual fee (licenses expire Sept. 30 each year)	\$100.00 per vehicle
Supplemental fee for vehicles added during the year	\$75.00 per vehicle
Duplicate license for towing company vehicle	\$25.00
Fees for Towing	
Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	\$200.00
Light duty tow trucks – drop fee	\$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an additional fee not to exceed \$100.00 to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST:	
Liability Coverage	\$500,000
On-Hook Cargo	\$50,000

Vehicle Storage Fees		
<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)		\$1,500.00	
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		\$50.00	
Variance/Special Exception (Board of Adjustments)		\$500.00	
Zoning Verification Request		\$50.00	
Comprehensive 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	\$50.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	\$100.00		
Civil plan review fee <i>HB 3492 hourly rate: \$85.91</i>	\$101 per acre of development (minimum of \$101) \$86 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: \$102.19	Project Area	Fee	
	0 to 0.50 acres	\$800	
	0.501 to 4.99 acres	\$1,200	
	4.991 acres and more	\$2,500 + \$1,133 per additional acre above 4.991 acres	
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.			
Building Permits			
Residential Building Permits			
Single-family residential building permit - new construction and remodels	\$0.45 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	\$60.00 fee will be charged for each initial inspection		
\$1,001 to \$50,000	\$60.00 for the first \$1,000 in value, plus \$5.00 for each additional thousand or fraction thereof		

\$50,001 to \$100,000	\$305.00 for the first \$50,000 in value, plus \$4.00 for each additional thousand or fraction thereof
\$100,001 to \$500,000	\$505.00 for the first \$100,000 in value, plus \$3.00 for each additional thousand or fraction thereof
\$500,001 and greater	\$1,705.00 for the first \$500,000 in value, plus \$2.00 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
Banner Sign Fee	
Banner sign fee	\$25.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	\$110.00
Demolition Permit/Fee	
Size of building/structure	Fee
0 to 100,000 cubic feet	\$100.00
100,001 cubic feet and greater	\$100.00, plus \$1.00 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit	\$50.00
Commercial roofing permit	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	\$42.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	\$18.00
Service between 125 and 200 amp with meter loop	\$24.00
Service between 201 and 400 amp with meter loop	\$36.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	\$0.60
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	\$6.00
Motors (installed)	
¾ h.p.	\$3.60
Greater than ¾ h.p. and less than 10 h.p.	\$8.40
Greater than or equal to 10 h.p.	\$12.00

Transformers	
Less than or equal to 1 kVA	\$2.40
Greater than 1 kVA and less than 10 kVA	\$14.40
Greater than or equal to 10 kVA	\$18.00
Slab Inspections	
Slab Inspection	\$18.00
Additional slab inspection	\$8.40
Miscellaneous	
All parking lot light pole	\$30.00
Electric, neon, illuminated Signs	\$9.60
Ditch cover, up to 100 linear feet	\$14.40
Ditch cover, more than 100 linear feet	\$14.40 for first 100 linear feet + \$7.20 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	\$20.40
Temporary saw pole – 90 days	\$20.40
Temporary cut-ins made permanent	\$30.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	\$18.00
Demolition (when for electric only)	\$36.00
Plumbing Permits	
Plumbing permit application fee	\$42.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	\$3.60
Water heater (any type, including insta-hot, inline, conventional)	\$3.60
Vacuum breaker or backflow protective devices installed	\$3.60
Sewer (new, replacement, repair or sewer line)	\$7.20
Water (new, replacement, repair or water-line)	\$7.20
Gas	
Medical Gas (Medgas)	\$3.60
Gas Opening	\$3.60
Gas Line	\$7.20
Gas Test	\$7.20
Other Plumbing Permits	
Demolition (when for plumbing only)	\$36.00
Irrigation Permit	
Residential irrigation permit fee	\$60.00
Commercial irrigation permit fee	\$180.00
Mechanical Permits	
Mechanical permit base fee	\$42.00
Total Valuation of Installation (labor & materials)	Fee
\$0 to \$1,000	No additional fee (base fee only)
\$1,001 and greater	Base fee plus \$12.00 for each additional thousand or fraction thereof

Boiler or chillers inspection	\$120.00 (per unit)	
Driveway Permits		
Permit Type	No Culvert	With Culvert
Residential driveway permit	\$25.00	\$1,575.00
Commercial driveway permit	\$25.00	\$25.00 (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)	\$60.00	
Temporary certificate of occupancy (valid for 14 days)	\$85.00	
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 re-inspection (fee per inspection)	\$150.00	
After hours inspection fee	\$300.00	
Water Tap Fees		
Water Tap Fees		
Meter Size	Fee	
5/8 inch to 3/4 inch	\$1,700.00	
1.0 inch	\$1,950.00	
1.5 inch	\$2,850.00	
2.0 inch	\$3,050.00	
Irrigation tap (1 inch)	\$1,950.00	
Irrigation tap (2 inch)	\$2,800.00	
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		
Line Size	Fee	
1 inch line	\$1,000.00	
2 inch line	\$1,200.00	
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				
Connection Size			Fee	
4 inch			\$1,500.00	
6 inch			\$1,775.00	
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			\$1,450.00	
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				
BTUs		Meter Size		Fee
0 to 345,000		200-275		\$1,200.00
345,001 to 450,000		415-450		\$1,600.00
450,001 to 1,760,000		750-880		\$3,250.00
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			\$1,000.00	
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.				
Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	Water Meter Size	Water Impact Fee	Wastewater Impact Fee	Total Fees
1.0	¾ inch	\$6,618	\$8,069	\$14,687
1.6	1 inch	\$10,588	\$12,910	\$23,498
5.3	1.5 inch	\$35,075	\$42,765	\$77,840
6.6	2 inch	\$43,678	\$53,255	\$96,933
13.3	3 inch	\$88,019	\$107,317	\$195,336
26.6	4 inch	\$176,038	\$214,635	\$390,673
53.3	6 inch	\$352,739	\$430,077	\$782,816
90.0	8 inch	\$595,620	\$726,210	\$1,321,830
166.6	10 inch	\$1,102,558	\$1,344,295	\$2,446,853

Drainage Impact Fees	
<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	\$75.00	\$100.00
<i>Fire Sprinkler System</i>				
Review Fee				\$200.00
Riser				\$10.00 each
Fire Department Connection				\$10.00 each
Per Each Sprinkler Head				\$1.00 each
<i>Fire Alarm System</i>				
Review Fee				\$200.00
Signal/Notification Device				\$2.00 each
<i>Paint Booth/Mixing Room</i>				
Review Fee				\$200.00
Nozzle				\$1.00 each
<i>Cooking Suppression System</i>				
Review Fee				\$200.00
Nozzle				\$1.00 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 plan review fee				
<i>Special Services - To Be Paid Before 3:45 p.m.</i>				
Special Handling/Same Day Service - Plans				\$200.00
<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 re-inspection (fee per inspection)				\$150.00
After hours inspection fee (up to 4 hours)				\$300.00
Each additional hour (rounded up to the next hour)				\$75.00 per hour
<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 re-inspection (fee per inspection)				\$150.00
After hours inspection fee (up to 4 hours)				\$300.00
Each additional hour (rounded up to the next hour)				\$75.00 per hour
<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 (second inspection)			\$50.00
Second re-inspection (third inspection)			\$75.00
Third re-inspection (fourth inspection)			\$100.00
All re-inspections after third re-inspection (fee per inspection)			\$150.00
After hours inspection fee (up to 4 hours)			\$300.00
Each additional hour (rounded up to the next hour)			\$75.00 per hour
Access Control Device Installation			
Access control device installation plan review			\$200.00
Fire Marshal Permits			
Permit	Permit Ref. No.	Renewable (R) or One-Time (O)	Fee
Amusement Buildings	105.6.2	R	\$100.00
Aviation Facilities	105.6.3	R	\$150.00
Carnivals & Fairs	105.6.4	R	\$150.00
Cellulose Nitrate Film	105.6.5	R	\$100.00
Combustible Dust Producing Operations	105.6.6	R	\$100.00
Combustible Fibers	105.6.7	R	\$125.00
Compressed Gases	105.6.8	R	\$100.00
Covered Mall Buildings	105.6.9	R	\$50.00
Cryogenic Fluids	105.6.10	R	\$100.00
Cutting & Welding	105.6.11	R	\$75.00
Dry Cleaning Plants	105.6.12	R	\$100.00
Exhibits & Trade Shows	105.6.13	R	\$75.00
Explosives, including Fireworks	105.6.14	R	\$150.00
Flammable and Combustible Liquids	105.6.16	R	\$75.00
Floor Finishing, including Bowling Lanes	105.6.17	R	\$100.00
Fumigation and Insecticide Fogging	105.6.19	R	\$50.00
Hazardous Materials	105.6.20	R	\$150.00
HPM Facilities	105.6.21	R	\$150.00
High Pile Storage	105.6.22	R	\$75.00
Hot work Operations	105.6.23	R	\$75.00
Industrial Ovens	105.6.24	R	\$100.00
Lumber Yards and Wood Working Plants	105.6.25	R	\$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.6.26	R	\$100.00
LP Gas	105.6.27	R	\$100.00
Magnesium Working	105.6.28	R	\$150.00
Miscellaneous Combustible Storage	105.6.29	R	\$100.00
Open burning (commercial-trench)	105.6.30	R	\$150.00
Open Flames and Candles	105.6.32	R	\$50.00
Organic Coating	105.6.33	R	\$100.00
Places of Assembly (50-100)	105.6.34	R	\$75.00
Places of Assembly (101-299)		R	\$100.00
Places of Assembly (300 or More)		R	\$125.00
Pyrotechnic Special Effects Material	105.6.36	R	\$150.00
Repair Garage	105.6.39	R	\$100.00
Motor Vehicle Fuel Dispensing Facility	105.6.39	R	\$100.00

Rooftop Heliports	105.6.40	R	\$150.00
Spraying & Dipping	105.6.41	R	\$150.00
Tire Storage	105.6.42	R	\$100.00
Temporary Structures, Tents & Canopies	105.6.43	R	\$75.00
Wood Products	105.6.46	R	\$100.00
Fire Flow Test	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>
Nonprofit club/organizations which do not charge for services	\$50.00	\$30.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$75.00	\$50.00	\$20.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$30.00
<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>
Nonprofit club/organizations which do not charge for services	\$75.00	\$50.00	\$15.00
Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$100.00	\$75.00	\$50.00
Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services	\$125.00	\$100.00	\$75.00
<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
Impounded vehicles, impounding fee	Not to exceed \$10.00

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit			
Residential deposit	\$200.00		
Commercial deposit	Average annual bill of previous occupant multiplied by two (2) or \$300.00, whichever is greater		
Temporary hydrant meter deposit	\$3,000.00		
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	\$11.55	\$3.02
Medium residential	10,001 to 15,000	\$13.29	\$3.77
Large residential	15,001 or more	\$15.29	\$4.72
Small commercial	Up to 5,000	\$19.56	\$3.66

Medium commercial	5,001 to 51,000	\$31.48	\$4.58
Large commercial	51,000 or more	\$55.11	\$5.72
Bulk Water Sales			
Bulk sales rate	All usage	\$92.27	\$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			\$175.00
1.5 inch and 2.0 inch			\$225.00
3.0+ in meters			\$325.00
Meter Box Repair Fee			
In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of \$225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.			
City of Tomball Wastewater (Sanitary Sewer) Utility Rates			
Residential Sanitary Sewer Rates, with Potable Water Service			
Monthly Base Charge			\$10.23
Volume rate per 1,000 gallons			\$3.57
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.			
Commercial Sanitary Sewer Rates, with Potable Water Service			
Monthly base charge			\$24.91
Volume rate per 1,000 gallons			
0 to 5,000 gallons			\$4.53
5,001 to 51,000 gallons			\$5.65
More than 51,000 gallons			\$7.07
Residential Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$41.93
Commercial Sanitary Sewer Rates, without Potable Water Service			
Monthly base rate			\$69.78
Fee per drain (in excess of 10)			\$2.78
City of Tomball Natural Gas Utility Rates			
Base rate	\$11.75		
Consumption	\$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)		

Gas Meter Testing Fee		
In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.		
Meter Size/Type		Testing Fee
Domestic – American		\$350.00
400 Series		\$375.00
Industrial Diaphragm (800 to 1,000)		\$525.00
Industrial Diaphragm (1,000 to 10,000)		\$775.00
Rotary		\$775.00
Excess Flow Valve		
Installation of an excess flow valve to an existing natural gas service line		\$500.00
Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball’s solid waste provider for FY 2022-2023 is GFL. The fees associated with garbage collection and disposal are set by GFL. The rates below do not include applicable sales taxes.		
GFL Administrative Services Fee		
GFL administrative services fee	\$5.50 monthly	
Residential Service		
Bag service	\$15.70	
Poly cart service – refuse only	\$18.70	
Poly cart service – recycling only	\$18.70	
Poly cart service – refuse and recycling	\$21.70	
Special Collection – Large Bulk		
Service fee	\$40.00	
Disposal cost (per yard)	\$20.00	
Small Commercial with Poly Cart		
Service	Rate per month	
One Collection per Week	\$30.00	
Additional Cart – once per week collection	\$25.00	
Two Collections per Week	\$35.00	
Additional Cart – twice per week collection	\$30.00	
Weekly Recycling Collection	\$10.00	
Cart Replacement (MSW and/or Recycling)	\$85.00	
Dumpsters		
Size	Frequency	Rate per Month
2 Yard	1	\$75.00
2 Yard	3	\$142.00
3 Yard	1	\$90.00
3 Yard	2	\$140.00
3 Yard	3	\$215.00
3 Yard	4	\$270.00
3 Yard	5	\$335.00
3 Yard	6	\$400.00

<i>Size</i>	<i>Frequency</i>	<i>Rate per Month</i>
3 Yard Additional Container	1	\$85.00
3 Yard Additional Container	2	\$130.00
3 Yard Additional Container	3	\$200.00
3 Yard Additional Container	4	\$250.00
3 Yard Additional Container	5	\$310.00
3 Yard Additional Container	6	\$370.00
4 Yard	1	\$100.00
4 Yard	2	\$155.00
4 Yard	3	\$230.00
4 Yard	4	\$290.00
4 Yard	5	\$360.00
4 Yard	6	\$430.00
4 Yard Additional Container	1	\$90.00
4 Yard Additional Container	2	\$145.00
4 Yard Additional Container	3	\$215.00
4 Yard Additional Container	4	\$270.00
4 Yard Additional Container	5	\$330.00
4 Yard Additional Container	6	\$400.00
6 Yard	1	\$125.00
6 Yard	2	\$200.00
6 Yard	3	\$300.00
6 Yard	4	\$370.00
6 Yard	5	\$460.00
6 Yard	6	\$550.00
6 Yard Additional Container	1	\$115.00
6 Yard Additional Container	2	\$180.00
6 Yard Additional Container	3	\$275.00
6 Yard Additional Container	4	\$340.00
6 Yard Additional Container	5	\$425.00
6 Yard Additional Container	6	\$510.00
8 Yard	1	\$150.00
8 Yard	2	\$245.00
8 Yard	3	\$355.00
8 Yard	4	\$450.00
8 Yard	5	\$550.00
8 Yard	6	\$650.00
8 Yard Additional Container	1	\$135.00
8 Yard Additional Container	2	\$225.00
8 Yard Additional Container	3	\$320.00
8 Yard Additional Container	4	\$375.00
8 Yard Additional Container	5	\$490.00
8 Yard Additional Container	6	\$565.00
<i>Additional Dumpster Fees</i>		

<i>Description</i>		<i>Occurrence</i>	<i>Fee</i>	
Additional Collection		Per Collection	\$100.00	
Exchange Charge		Per Exchange	\$60.00	
Casters		One-time fee	\$90.00	
Locks		One-time fee	\$90.00	
<i>Roll-off Containers (Temporary or Permanent)</i>				
<i>Size</i>	<i>Delivery Fee</i>	<i>Daily Rent</i>	<i>Hauling Rate</i>	<i>Trip Charge</i>
20 Yard	\$175.00	\$8.50	\$225.00	\$185.00
30 Yard	\$175.00	\$8.50	\$250.00	\$185.00
40 Yard	\$175.00	\$8.50	\$275.00	\$185.00
<i>Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)</i>				
<i>Hauling Rate</i>		<i>Disposal Rate per Ton</i>		<i>Trip Charge</i>
\$350.00		50.00		\$185.00
<i>Damage Waiver Fees</i>				
Damage waiver fees can be added to commercial accounts at the customer’s request to cover damaged or stolen containers. In the event a container is stolen, if the customer provides a police report the replacement cost may be waived.				
<i>Size</i>	<i>Fee/Day</i>	<i>Replacement Cost (with Damage Waiver)</i>	<i>Replacement Cost (with no Damage Waiver)</i>	<i>Delivery Fee</i>
2 Yard	\$0.35	\$201.50	\$403.00	\$65.00
3 Yard	\$0.35	\$248.50	\$497.00	\$65.00
4 Yard	\$0.35	\$283.50	\$567.00	\$65.00
6 Yard	\$0.45	\$386.50	\$773.00	\$65.00
8 Yard	\$0.45	\$447.00	\$894.00	\$65.00
20 Yard	\$2.70	\$2,349.50	\$4,699.00	\$65.00
30 Yard	\$2.70	\$2,510.00	\$5,020.00	\$65.00
40 Yard	\$2.70	\$2,744.50	\$5,489.00	\$65.00

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		
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 - 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
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	\$281.00
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: November 20, 2023

Topic:

Approve a Software Services Agreement with Tyler Technologies, Inc. for development and implementation of a Computer Aided Dispatch (CAD) system for a not-to-exceed amount of \$460,627 in the FY 2023-2024 through a Sourcewell contract (contract number 090320-TTI), authorize the expenditure of funds therefore, and authorize the City Manager to execute the agreement. This initial amount is included in the FY 2023-2024 budget.

Background:

The proposed Software Services Agreement with Tyler Technologies, Inc. is for the development and implementation of a Computer Aided Dispatch (CAD) system. Staff formed a committee consisting of police, fire, IT and court personnel who went to local agencies and observed demonstrations of other CAD systems offered by different companies; however, Tyler Technology offers a CAD system for both fire and police. Additionally, the system interfaces with our current InCode and ticket writing system. After rigorous review by the committee, it was decided that the CAD system offered by Tyler Technologies, Inc. was the best fit for both police and fire.

The total not-to-exceed cost of \$460,627 includes the development, recurring fee, and ½ the cost of implementation of the new CAD system for the City of Tomball. There will be recurring fees of \$227,284 annually that will be included in future budget request for on-going subscriptions, maintenance, and updates, and an additional one-time charge of \$136,668 in FY 2024-2025 to cover the remainder of the implementation cost.

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

Analysis of Costs by Fiscal Year

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

Origination: Police Department

Recommendation:

Staff recommends approving a Software Services Agreement with Tyler Technologies, Inc. for development and implementation of a CAD system for a not-to-exceed amount of \$460,627 through a Sourcewell contract (contract number 090320-TTI).

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

FUNDING (IF APPLICABLE)

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

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

Yes: X No:

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

Signed:	<u>Brandon Patin</u>	Approved by:	<u> </u>
	Staff Member		City Manager
	Date		Date



SOFTWARE AS A SERVICE AGREEMENT

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

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

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

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

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

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

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

SECTION A – DEFINITIONS

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

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

SECTION B – SAAS SERVICES

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

commensurate with the overage(s).

3. Ownership.

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

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

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

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

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

6. SaaS Services.

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

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

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

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

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

SECTION C – OTHER PROFESSIONAL SERVICES

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

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

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

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

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

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

SECTION D – THIRD PARTY PRODUCTS

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

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

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

SECTION F – TERM AND TERMINATION

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

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

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

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

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

2. General Indemnification.

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

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

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

SECTION H – GENERAL TERMS AND CONDITIONS

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

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

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

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

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Contract Documents. This Agreement includes the following exhibits:
- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |
| Exhibit D | Statement of Work |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Tomball, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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



Exhibit A

Investment Summary

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

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

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Sales Quotation For:
Quote Number:

Tomball Police Department
 2023-392810-D9S8N8

SOFTWARE PRODUCTS INCLUDED

Enterprise Public Safety

Computer Aided Dispatch

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

Law Enforcement Records Management System

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

Mobile

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

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

Other Software

- Workstation License

ANNUAL/SAAS COSTS INCLUDED**Enterprise Public Safety****Law Enforcement Records Management System**

- Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)

Other Software

- Public Safety SaaS Fee

Hosting

- Mobility Hosting Annual Fee

Recurring Costs

- Data Archive

Subscription Fees

- Link Analysis

SERVICES INCLUDED

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

THIRD PARTY PRODUCTS INCLUDED**Enterprise Public Safety****Third Party**

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

SUMMARY COSTS

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



Exhibit B

Invoicing and Payment Policy

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

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

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Professional Services.**
 - 2.1 The implementation and other professional services in the amount of \$273,335 as set forth in the Investment Summary shall be invoiced in four (4) equal payments as follows:

Payment 1: Invoiced on the Effective Date

Payment 2: Invoiced 6 months from the Effective Date

Payment 3: Invoiced 12 months from the Effective Date

Payment 4: Invoiced 18 months from the Effective Date
3. **Third Party Products.**
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, (excluding Esri and Embedded Third Party Software), is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. **Expenses.** The rates in the Investment Summary do include travel expenses. Expenses will be

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

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



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

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

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

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

B. Baggage Fees

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

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

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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



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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

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

6. International Travel

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

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

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

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



Exhibit C

Service Level Agreement

I. Agreement Overview

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

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

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

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

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

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

c. Client Relief

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

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

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

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

IV. Maintenance Notifications

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

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



Exhibit C Schedule 1 Support Call Process

Support Channels

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

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

** Channel availability may be limited for certain applications.*

Support Resources

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

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

Support Availability

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

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

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

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



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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

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

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

Incident Escalation

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

Remote Support Tool

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



Exhibit D
Statement of Work

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Tomball Police Department

SOW from Tyler Technologies, Inc.

10/10/2023

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

Contact:
Eric Burrell
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

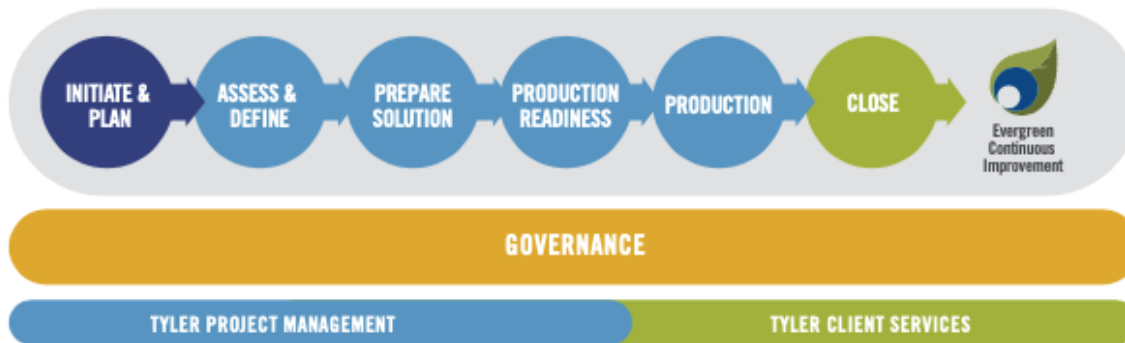
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single,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

1.3 Methodology

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

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

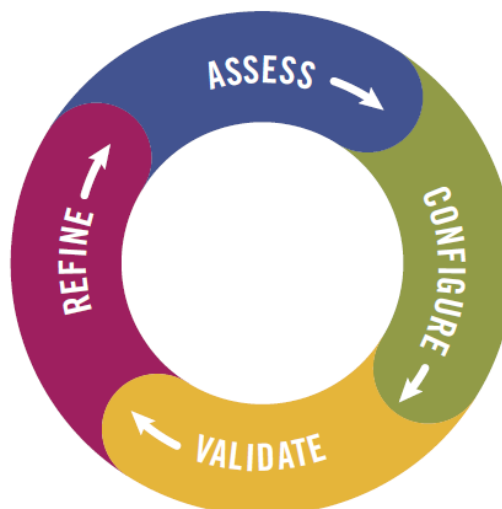
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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

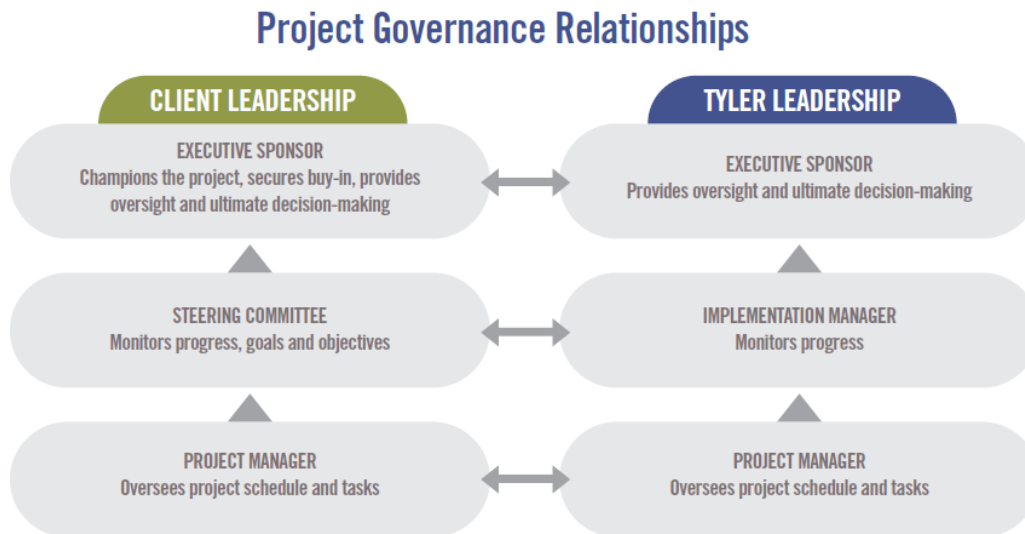
Part 2: Project Foundation

2. Project Governance

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

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

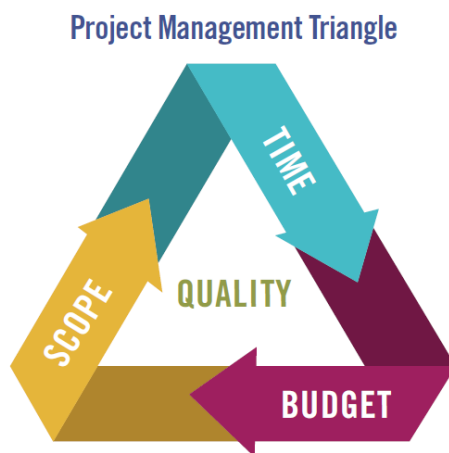
The chart below illustrates an overall team perspective where Tyler and the Tomball collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

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

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

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



4. Acceptance Process

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

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

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

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

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

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Manager

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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

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

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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

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

5.2 Tomball Roles & Responsibilities

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

5.2.1 Tomball Executive Sponsor

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

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

5.2.2 Tomball Steering Committee

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

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

5.2.3 Tomball Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

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

5.2.3.4 Resource Management

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

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

5.2.4 Tomball Functional Leads

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

5.2.5 Tomball Power Users

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

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

5.2.6 Tomball End Users

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

5.2.7 Tomball Technical Lead

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

5.2.7.1 Tomball GIS

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

5.2.7.2 Tomball Upgrade Coordination

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

- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Tomball Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Tomball.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Tomball with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Tomball gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Tomball's team. During this step, Tyler will work with the Tomball to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Tomball project team.

STAGE 1	Initial Coordination																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Tomball project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Tomball		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Tomball to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Tomball Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Tomball's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Tomball Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Tomball with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Tomball provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Tomball has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the Tomball to install License Software. The Tomball is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the Tomball's infrastructure meets Tyler's application requirements.
- Ensure the Tomball's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C

Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Tomball Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Tomball team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Tomball offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all Tomball GIS data sources and formats.
- Tyler to understand the Tomball's GIS needs and practices.
- Ensure the Tomball's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.

- Tomball is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Tomball
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Tomball business processes. This information will be used to identify and define business processes utilized with Tyler software. The Tomball collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Tomball team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Tomball team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Tomball for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Tomball and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Tomball will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Tomball's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Tomball current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Tomball attendees possess sufficient knowledge and authority to make future state decisions.
- The Tomball is responsible for any documentation of current state business processes.
- The Tomball can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Tomball Source data
	Tomball Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Tomball Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Tomball representatives to identify business rules before writing the conversion.
- Tomball subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Tomball against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Tomball can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Tomball Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C

[illegible]

Work package assumptions:

6.3.2 Configuration

Tyler staff collaborates with the Tomball to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Tomball collaborates with Tyler staff iteratively to validate software configuration.

- Software is ready for validation.
- Educate the Tomball Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			

Complete Tomball configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Tomball is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Tomball users on how to execute processes in the system to prepare them for the validation of the software. The Tomball collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Tomball understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
			A	R							I	C	I	C			
			I	C						A	R	C	I	C			
Conduct process training																	
Confirm process decisions																	

Test configuration			I	C							A	R		C			
Refine configuration (Tomball Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update Tomball-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Tomball-specific process documentation (completed by Tomball)	

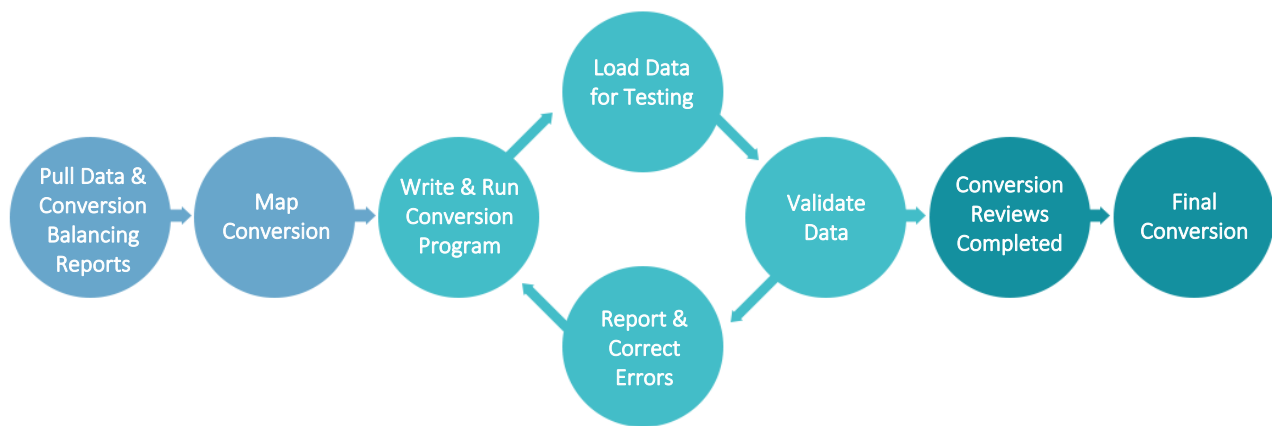
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Tomball's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Tomball will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Tomball to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Tomball will provide a single file layout per source system as identified in the investment summary.
- The Tomball subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Tomball project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Tomball team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Tomball to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Tomball verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Tomball organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Tomball updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Tomball will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Tomball has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Tomball will jointly agree

to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Tomball

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Tomball users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Tomball specific business process documentation. Tomball-led training labs using Tomball specific business process documentation if created by the Tomball can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Tomball is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Tomball-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Tomball signoff that training was delivered

Work package assumptions:

- The Tomball project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.

- Tyler will work with the Tomball as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Tomball departments.
- The Tomball will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Tomball will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Tomball to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Tomball and Tyler will complete work assigned to prepare for Go-Live.

The Tomball provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Tomball manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Tomball during Go-Live activities. The Tomball transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Tomball data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Tomball confirms data is available in production environment

Work package assumptions:

- The Tomball will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Tomball business processes required for Go-Live are fully documented and tested.
- The Tomball Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Tomball Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Tomball onto the Tyler Client Services team, who provides the Tomball with assistance following Go-Live, officially transitioning the Tomball to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Tomball teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Tomball to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Tomball							

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Tomball transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Tomball for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Tomball teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Tomball
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Tomball may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Tomball teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Tomball and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Tomball acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Tomball will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Tomball Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Tomball project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Tomball is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Tomball to make process changes.
- The Tomball is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Tomball is responsible for managing Organizational Change. Impacted Tomball resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Tomball resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Tomball resources will participate in scheduled activities as assigned in the Project Schedule.
- The Tomball team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Tomball will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Tomball will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Tomball makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Tomball will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Tomball will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Tomball is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Tomball representatives to identify business rules before writing the conversion. The Tomball must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Tomball will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Tomball Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Tomball is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Tomball will provide dedicated space for Tyler staff to work with Tomball resources for both on-site and remote sessions. If Phases overlap, Tomball will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Tomball will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Tomball prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Tomball may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Tomball prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Tomball with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.
2. Tyler will provide the data conversion programs to load the Tomball data to the Tyler Data Archive for the specified files that contain 500 or more records.
3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Tomball location in order to conduct the following:
 - a. Data Conversion Plan, and
 - b. Assistance for Testing and Training
 - c. * The Tomball will be responsible for travel expenses as set forth in the Payment Terms.
4. Tyler will provide the Tomball up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Loading of data into the Data Archive
 - b. The Tomball reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved
 - c. Tyler corrects or otherwise respond to issues discovered and reported by the Tomball,
 - d. Tyler will conduct internal testing to verify corrections, and

- e. Both parties planning for the next test iteration and/or the live implementation
- 5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Tomball to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Tomball Responsibilities

- 3. The Tomball will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:
 - a. AS/400 files (SAV files),
 - b. Microsoft SQL Server database,
 - c. Microsoft Access database,
 - d. Microsoft Excel spreadsheet,
 - e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or
 - f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

In the event that the Tomball requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

- 4. The Tomball will respond to each test iteration in writing, on a form provided by Tyler, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Tomball shall pay our then-current flat fee for each additional test iteration. The Tomball will promptly review each test iteration once delivered. Prompt review by the Tomball will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

- 5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.
- 6. As provided in the Data Conversion Plan, the Tomball will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Tomball's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Tomball personnel is a key part of a successful data conversion.

The Tomball agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.



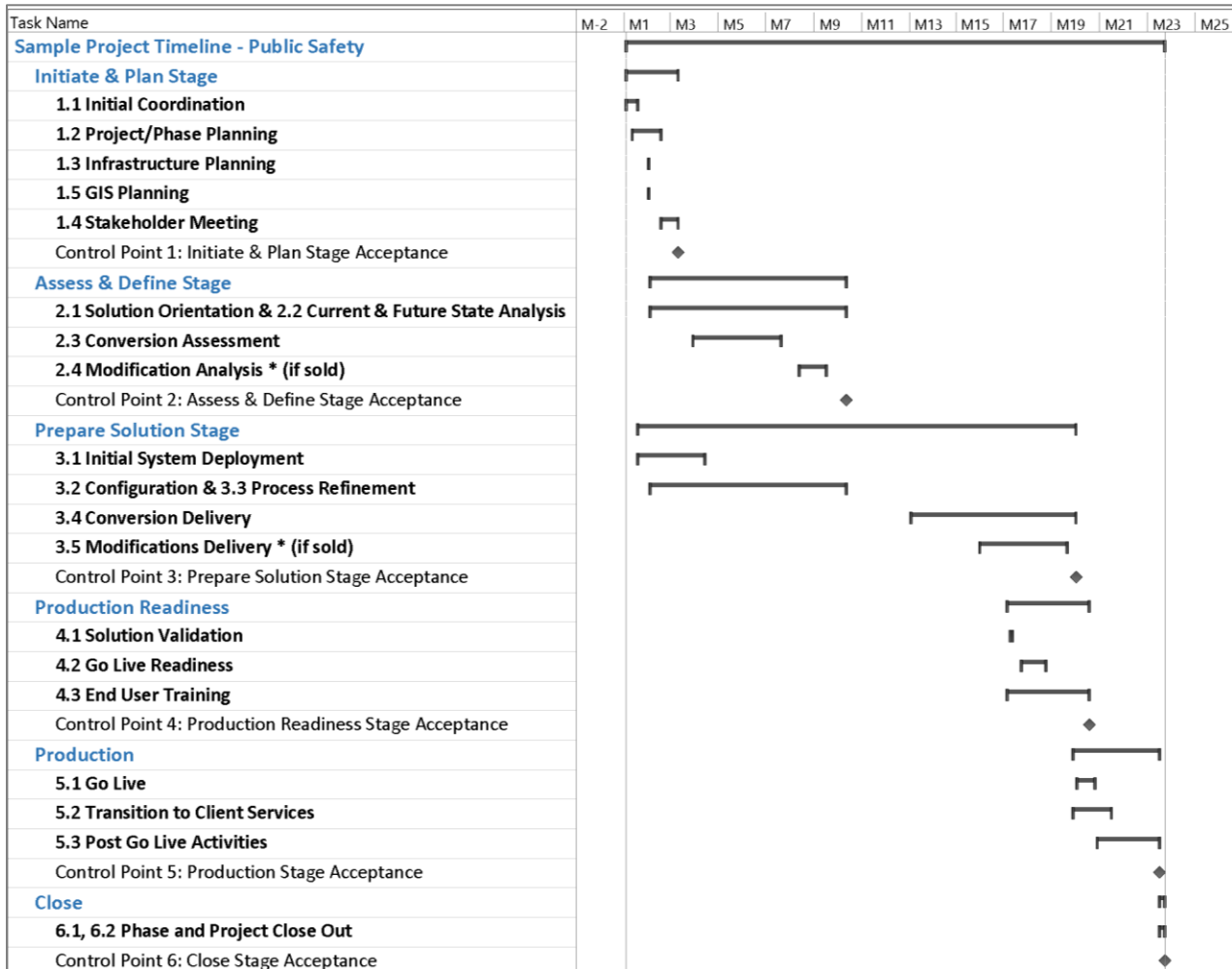
10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule



The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Tomball resources to perform tasks, final determination of the overall task list, Tomball schedule constraints and the actual project start date must be determined.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve a purchase with Lone Star Recreation of Texas, LLC for an inclusive playground to be constructed at Juergens Park (Louie's Together Playground) through the BuyBoard Cooperative Purchasing (Contract #679-22) for a not-to-exceed amount of \$815,731.78, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

Background:

Background:

Staff began working on Louie's Together Playground in 2021 after being contacted by the Munson family with the creative idea to construct the exact playground designed in the Able Fables series, Louie's Together Playground. The book was written for their son, Louie Munson, and the playground depicted is completely inclusive to allow individuals of all abilities to play together. The Munson family has been actively fundraising in the community to raise funds for the construction of the playground and to date has raised \$116,799.40, a complete funding breakdown is below.

The family has several large donors committed and we are hopeful those will be received by the end of the year. Staff is currently working with the family to set deadline for receiving donations, and any additional funds required for the purchase will be presented to Council for approval to utilize the American Rescue Plan Act funds as adopted in the fiscal year 2023 - 2024 budget.

Funding Source	Amount
City of Tomball	\$100,000
TEDC	\$200,000
Chick-fil-A	\$100,000
Individual Donations	\$16,799.40
	\$416,799.40

Full payment for the playground equipment will be required once installation is completed and the current lead time for receiving the equipment is 26-28 weeks. Authorizing the purchase of the equipment allows for the City to secure the playground and place it into production while the family finalizes their fundraising efforts.

Origination: Project Management

Recommendation:

Staff recommends approving the purchase and construction of the inclusive playground to be installed at Juergens Park through a BuyBoard Contract (BuyBoard Contract Number 679-22) for a total amount not-to-exceed \$851,731.78.

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?

If yes, specify Account Number: #400-153-6409

Yes: X No:

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

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



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # 11081-11

Date: 10/5/2023
Proposal Expires: 11/4/2023

Contact: Drew Huffman
Company: City of Tomball
Phone: 281-290-1466
Email: DHuffman@tomballtx.gov

Ship To: Landscape Structures, Inc.
Certified Installer

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 26-28 weeks ARO*
LSRT Payment Terms: Ref. Schedule of Payments

Bill To: City of Tomball
401 Market St
Tomball, TX 77375

Proposal Prepared By
Contact: Jason David
Phone: 281-970-9010
Email: Jason.David@LoneStarRecreation.com

Installation Site: Louies' Playground
1331 Ulrich Rd,
Tomball, TX 77375

Sales
Contact: Auston Fertak
Phone: 281-970-9010
Email: Auston.Fertak@LoneStarRecreation.com

Design Number: 1154563-01-05

*Lead Time determined by best available ship date when order is placed.

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
1	1154563-01-05	PlayBooster® (5-12 years), Dump Trunk Design, Direct Bury		
1		PlayBooster® (5-12 years), Construction Roller Table		
1		PlayBooster® (2-5 years), Dredge Crane Design, Direct Bury		
1		PlayBooster® (2-5 years), Steam Roller Design, Direct Bury	\$ 320,324.00	\$ 320,324.00
1	223857A	OmniSpinner, Direct Bury		
6	141683K	72" TenderTuff Bench w/Back No Armrests, Direct Bury		
1		Smart Play® (2-5 years), Loft, Direct Bury	\$ 23,150.00	\$ 23,150.00
1	CP034972	Digifuse Caridnal Donor Plaques	\$ 1,793.00	\$ 1,793.00
1	CP035138	Skyways Joined Hypar Sails, 9 Columns, 9' - 22' Entry Height	\$ 142,589.00	\$ 142,589.00
1	INSTALLATION	Installation of Landscape Structures and SkyWays equipment referenced above by Manufacturer Trained and Certified CPSI Installer w/ 12 month labor warranty	\$ 220,259.00	\$ 220,259.00
1	CONSTRUCTION	Excavation of Play Area, approx. 290 linear feet of Concrete Curb and 4" Sock Drain Sidewalk to Connect to Existing Track, 25 linear feet	\$ 30,334.00	\$ 30,334.00
1	SURFACE	Delivered & installed approx. 4,816 sf of SYNLawn SYNTIPEDE 321 (20) w/ 2 inch Foam 4x6 padding Subbase: By Others Drainage: By Others Dumpster: Include Design: Not Included **Price does not include on-site testing, drainage system, site security	\$ 123,766.00	\$ 123,766.00

By signing this proposal, the customer is agreeing to the scope of work and terms.

Accepted by Customer _____ Date _____

Print Name _____ PO/Ref. # _____ Title _____

EQUIPMENT	\$	487,856.00
INSTALLATION	\$	250,593.00
SURFACE	\$	123,766.00
LSRT DISCOUNT	\$	(16,760.50)
BUY BOARD #679-22	\$	(42,272.73)
FREIGHT	\$	12,550.00
SALES TAX		TBD
TOTAL	\$	815,731.78

Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available schedule and payment for incurred time & expenses, freight and fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.



Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

SCHEDULE OF PAYMENTS

Quote # 11081-11

Contact: Drew Huffman
Company: City of Tomball
Phone: 281-290-1466
Email: DHuffman@tomballtx.gov

Ship To: Landscape Structures, Inc.
Certified Installer

Bill To: City of Tomball
401 Market St
Tomball, TX 77375

Installation Site: Louies' Playground
1331 Ulrich Rd,
Tomball, TX 77375

Design Number: 1154563-01-05

Date: 10/5/2023
Proposal Expires: 11/4/2023

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 26-28 weeks ARO*
Payment Terms: Ref. Schedule of Payments

Proposal Prepared By
Contact: Jason David
Phone: 281-970-9010
Email: Jason.David@LoneStarRecreation.com

Sales
Contact: Auston Fertak
Phone: 281-970-9010
Email: Auston.Fertak@LoneStarRecreation.com

Schedule of Project Payments		Invoice #	Due	Total Value	% of Value	Paid	Balance
Equipment				\$ 487,856.00			
	Deposit	30%	with order		\$ 146,356.80		\$ 146,356.80
	Equipment Balance	70%	Net 30 from shipment		\$ 341,499.20		\$ 341,499.20
Installation				\$ 220,259.00			
	Mobilization	30%	30 days prior to schedule		\$ 66,077.70		\$ 66,077.70
	Installation Balance	70%	Net 30 days from completion		\$ 154,181.30		\$ 154,181.30
Construction				\$ 30,334.00			
	Mobilization	30%	30 days prior to schedule		\$ 9,100.20		\$ 9,100.20
	Installation Balance	70%	Net 30 days from completion		\$ 21,233.80		\$ 21,233.80
Surface				\$ 123,766.00			
	Surface -TURF Mobilization	30%	30 days prior to schedule		\$ 37,129.80		\$ 37,129.80
	Surface -TURF Balance	70%	Net 30 days from completion		\$ 86,636.20		\$ 86,636.20
Discounts				\$ (59,033.23)			
	LSRT Discounts		upon completion		\$ (16,760.50)		\$ (16,760.50)
	BuyBoard Discounts		upon completion		\$ (42,272.73)		\$ (42,272.73)
Freight				\$ 12,550.00			
	Freight	100%	with order		\$ 12,550.00		\$ 12,550.00
				\$ 815,731.78	\$ 815,731.78	\$ -	\$ 815,731.78















Juergen Park

1154563-01-05-07 • 08.04.2023











ADDITIONAL TERMS AND CONDITIONS

Entire Agreement: This document, including the proposal and any referenced attachments in the proposal, if any, contains the entire agreement and understanding between the parties with respect to the transaction contemplated. This document sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and replaces and supersedes all negotiations, conversations, discussions, correspondence, memorandums, and oral agreements between the parties, as well as any prior writings. Except as set forth in this document, including any attached exhibits, if any, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This document, including any attached exhibits, if any, supersedes all other agreements, written or oral, between the parties with respect to the transaction contemplated.

Modification: No alteration, amendment, modification, or waiver of any provision of this Agreement shall be valid or effective unless it is in writing and signed by all parties. No oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification, waiver, or cancellation. No evidence of any alteration, amendment, modification, or waiver shall be offered or received in evidence in any proceeding, mediation, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such alteration, amendment, modification, or waiver is in writing, duly executed by both parties. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

Severability: If any provision of this Agreement is determined to be invalid or not enforceable, or is prohibited by law for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The rest of the Agreement will be unaffected.

No Waiver of Rights: No waiver by any party of any of its rights or remedies hereunder shall be considered a waiver of any other subsequent right or remedy of that party. The waiver by any party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. The failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. No delay or omission in the exercise of enforcement by either party of any rights or remedies shall ever be construed as a waiver of any right or remedy of that party. No exercise or enforcement of any rights or remedies shall ever be held to exhaust any right or remedy of any party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of employer/employee, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than as client and independent contractor.

Compliance with Laws: The parties hereto shall each comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes.

Collaborative Dispute Resolution: The parties hereto shall cooperate with each other to affect the purpose and intent of this Agreement. If a dispute arises concerning this Agreement that cannot be resolved collaboratively, either with or without the assistance of collaborative counsel, the parties will try in good faith to settle the dispute through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally, but each party shall remain solely responsible for their own attorneys' fees and costs. The parties will cooperate fully with the mediator and will attempt to reach a mutually satisfactory resolution of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, the parties agree that the dispute can proceed to the courts of Harris County, Texas, governed by the laws of the State of Texas for Collaborative Law.

Governing Law: This Agreement, and the rights and obligations of the parties hereunder, is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas applicable to contracts made and to be performed wholly within Texas, without regard to any choice or

conflict of laws rules, shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any litigation arising from this Agreement will be brought in the courts of Harris County.

Attorneys' Fees: Excluding mediation, in the event that an action, litigation, or proceeding results from or arises out of this Agreement or the performance thereof, including any appeal or the collection of any judgment, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, as allowable by law. A prevailing party is defined as a party who secures a judgment in its own favor through a legal process other than mediation.

Successors and Assigns: Except as specifically provided in this Agreement, no party may assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. The terms hereof are contractual in nature and are not mere recitals, and the obligations created by this Agreement shall be binding upon the successors, legal representatives, and permitted assigns of the parties hereto, forever.

Force Majeure: Neither party shall be liable, nor held in breach of contract, for any loss, damage, and/or any delay in performance that may be suffered as a direct or indirect result of either party being prevented, hindered, or delayed in its performance by circumstances beyond that party's reasonable control due to force majeure, including among others, strikes; lock outs, accidents; trade or labor disputes; natural disasters, including explosions, fire, flood, storm, wind, or drought; war, terrorism, riots, civil commotion, government action, embargoes, and/or acts of civil or military authorities; shortages of transportation, facilities, fuel, energy, labor, or materials; acts of God (specifically including hurricanes and inclement weather that shuts down city services); or any delay or failure resulting from a cause or causes outside either party's reasonable control. If timely completion is prevented by any cause of force majeure, then such failure or delay shall not constitute default.

Escalation: During the performance of this agreement, if the price of materials, equipment or energy are significantly increased, through no fault of Lone Star Recreation of Texas, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increases. As used herein, a significant price increase shall mean any increase exceeding 5% from the date of the contract signing. Such price escalations shall be documented through change order, quotes, invoices, and/or receipts in accordance with the agreed contract procedure. Where the delivery of material, equipment, or energy is delayed, through no fault of the contractor, as a result of the shortage or unavailability, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Gender and Numbers: Unless the context clearly indicates, whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

No Third-Party Rights: This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, if any, and no other person or entity shall have any right, benefit, priority, or interest hereunder, or because of the existence of this Agreement.

Headings: The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provisions hereof.

Voluntary Agreement & Advice of Counsel: The parties confirm and agree that each (i) has relied on its own judgment and has not been induced to sign or execute this Agreement by promises, agreements, or representations not expressly stated herein, (ii) has freely and willingly executed this Agreement and hereby expressly disclaims reliance on any fact, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement, (iii) was not in a significantly disparate bargaining position with regard to any other party, and (iv) has been represented by legal counsel in this matter or has voluntarily waived that right.

Multiple parts: This Agreement may be executed by the parties hereto in any number of separate counterparts, each and all of which taken together shall be deemed for all purposes to be one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

Electronic Signatures: This Agreement may be executed by the parties hereto with electronic signatures, each of which shall be deemed for all purposes to be an original signature. It shall not be necessary in making proof of this Agreement to produce or account for an original signature made with a traditional ink writing instrument.

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects, on polycarbonate panels against defects in materials or manufacturing defects, and on bamboo panels against delamination due to defects in materials or manufacturing defects. Does not cover damage which may be associated with the natural characteristics of bamboo aging, including but not limited to discoloration, splitting, cracking, warping or twisting, nor the formation of algae, mold and other forms of fungal-type bodies on bamboo.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/ natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2023 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2023





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual, and applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2023 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

President

Date: ____/____/01

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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve a services agreement renewal with Sun Coast Resources, Inc. for the purchase of diesel fuel and gasoline for City vehicles and equipment for a not to exceed amount of \$394,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 budget.

Background:

The City previously solicited sealed bids (bid number 2021-04) for the purchase of diesel fuel and gasoline for City vehicles and equipment in June 2021. The contract was awarded by City Council to Sun Coast Resources on July 19, 2021, for an initial two-year term with the option to renew for two additional two-year terms. This item is to approve the first of the two available two-year renewals.

Staff has worked with Sun Coast to obtain the pricing differential for the first renewal based on the Oil Price Information Service (OPIS) PADD3 rates for Houston, Texas. Based on the information available the renewal agreement will result in the following price differential above the OPIS PADD3 rates:

Midgrade 89 Octane Gasoline	+ \$0.0745
HXLED High Sulfur Diesel	+ \$0.0178
TXLED Low Sulfur Diesel	+ \$0.0178

Origination: Public Works Department

Recommendation:

Staff recommends approving the services agreement renewal for the purchase of diesel fuel and gasoline to Sun Coast Resources, Inc. for a two-year term for a not to exceed amount of \$394,000.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____



CITY OF TOMBALL

CONTRACT RENEWAL

This amendment by and between the Contractor and the City of Tomball defined below shall be effective as of the date this Amendment is fully executed. To the extent the contract requires the City to issue a Notice of Award Amendment for purposes of exercising the renewal option; this written document shall serve as such Notice of Award Amendment.

CITY OF TOMBALL RENEWAL CONTRACT	
Contractor's Full Legal Name:	Sun Coast Resources, LLC f/k/a Sun Coast Resources Inc.
Contract No.:	0000-10069
Bid Number:	2021-04
Solicitation Title/Event Name:	Diesel Fuel and Gasoline
Contract Award Date:	July 19, 2021
Current Contract Term:	July 20, 2021 – July 19, 2023

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

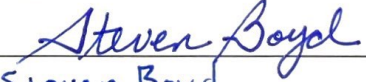
NEW CONTRACT TERM	
Beginning Date of New Contract Term:	November 21, 2023
End Date of New Contract Term:	November 20, 2025

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms (including, without limitation, those contained in the Exceptions Page submitted by Contractor as part of its bid) and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
4. **PRICING.** It is agreed between both parties that the pricing will be held for one year, at the prices as reflected in EXHIBIT B, hereto (which shall amend and replace Exhibit B of the contract, in its entirety) to provide the services described in EXHIBIT A of the contract.
5. **STORM WATER MANAGEMENT PLAN.** When conducting activities for the City of Tomball, contractor will adhere to the City's Storm Water Management Plan and permit issued by the Texas Commission on Environmental Quality, if applicable.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Sun Coast Resources, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	Steven Boyd Sr. Managing Director
Date:	11/13/2023
Company Address:	6405 Cavalcade St., Bldg. 1 Houston, TX 77026

CITY OF TOMBALL

Authorized Signature:	
Printed Name and Title of Person Signing:	David Esquivel, PE City Manager
Date:	
Company Address:	501 James Street Tomball, Texas 77375

EXHIBIT B

City of Tomball Bid 2021-04
Diesel Fuel and Gasoline

(Pricing for November 21, 2023 through November 20, 2025)

Bidder	Fuel Type	Price Differential Above the Gross OPIS Daily Average on Date of Delivery
Sun Coast Resources, LLC	Midgrade 89 Octane	\$0.0072
	TXLED High Sulfur Diesel	\$0.0178
	TXLED Low Sulfur Disel	\$0.0178

City Council Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Consider approval of agreement with HMF Americana, LLC (Developer) for City of Tomball maintenance of a stormwater detention facility serving The Shoppes at Cottage Green and The Cottage Green Tomball ("Development"), a proposed 48.96-acre planned development, situated at the intersection of Brown-Hufsmith Road and State Highway 249 in the City of Tomball, Harris County, Texas.

Background:

HMF Americana, LLC desires for the City of Tomball to maintain an expansion of the M124 stormwater detention basin that will accommodate the "Development". The City of Tomball currently maintains the existing M124 stormwater basin which provides stormwater detention for Brown-Hufsmith Road. The expansion will encompass a ten-acre area with a proposed volume of approximately 26.9245 acre-feet. In 2007, the City of Tomball approved a development agreement for the City to maintain the detention pond expansion with another developer for the same 49-acre tract.

Origination: HMF Americana, LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF HARRIS

§

This Development Agreement (the "Agreement") is executed as of the _____ day of _____, 2023 (the "Effective Date"), by and between the City of Tomball, Texas (the "City"), and HMF Americana, LLC, a Texas limited liability company (the "Developer"), the Developer and City each being referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Developer is the owner and developer of certain hereinafter described property located within the City; and

WHEREAS, Developer wishes to develop The Shoppes at Cottage Green and the Cottage Green Tomball (collectively, the "Development"), a proposed 48.96-acre planned development, situated at the intersection of Brown-Hufsmith Road and State Highway 249 in the City of Tomball, Harris County, Texas, as depicted on the map or plat marked as Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, in order to develop the Property, certain stormwater run-off and collection facilities are required to be constructed and maintained to accommodate stormwater run-off from the Development; and

WHEREAS, during the Development planning stage for the Property, the Developer submitted a request to be allowed to construct certain off-site stormwater run-off and collection facilities to accommodate stormwater run-off from the Development; and

WHEREAS, Section 212.071, et. seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land within the municipality to construct public improvements related to the development without complying with the competitive scaled bidding procedures of Chapter 252 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I DEFINITIONS

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

1.01. "Agreement" shall mean this Agreement, including any written amendments hereto, between the City and the Developer.

1.02. "City's M124 Drainage Facilities" shall mean the drainage channel and stormwater

detention basin owned by the City, more specifically identified and described in Exhibit "B" attached hereto and made a part hereof.

1.03. "Contractor" shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by the Developer for the construction and installation of the Drainage Facilities, as hereinafter defined, or any part thereof.

1.04. "City Engineer" shall mean the City's Director of Engineering, or his designee.

1.05. "Property" means the tract of land containing approximately 48.96 acres, and being more particularly described on Exhibit "C" attached hereto.

1.06. "Ten-Acre Tract" shall mean the tract of land owned by the Developer, and containing approximately 9.98 acres, and being more specifically identified and described in Exhibit "D" attached hereto and made a part hereof.

ARTICLE II CONSTRUCTION OF DRAINAGE FACILITIES

2.01. Construction of Drainage Facilities. The Developer agrees to construct certain stormwater run-off and collection facilities (the "Drainage Improvements"), in accordance with the provisions of this Agreement, to accommodate stormwater run-off from the Development. The Drainage Improvements shall include construction of a stormwater detention facility on the Ten Acre Tract adjacent to the City's M124 Drainage Facilities (the "Detention Facility"). The Developer agrees to construct such Drainage Improvements in accordance with the Plans and Specifications which shall be reviewed by and approved by the City Engineer. No construction of the Drainage Improvements shall occur until the Developer has received approval of the Plans and Specifications from the City Engineer. No change to the Plans and Specifications shall be made by the Developer without the prior written approval of the City Engineer. The entire cost of construction of the Drainage Improvements shall be the responsibility and obligation of the Developer. The Developer agrees to obtain, at its sole cost and expense, any approvals and/or permits required by any other governmental entity or agency regarding construction of the Drainage Improvements, if any. As to the City, this Agreement shall constitute approval to construct the Drainage Improvements and to use City-owned land or public rights-of-way within the City for access to and construction of the Drainage Improvements. The Developer shall submit Plans and Specifications for the Drainage Improvements to the City Engineer for approval and permitting. The City and Developer shall work together in good faith to coordinate the construction of the Drainage Improvements.

2.02. Contracts for Construction. The Developer shall contract with a qualified Contractor to construct the Drainage Improvements in accordance with the Plans and Specifications. The Contractor may be an affiliate of the Developer. The City Engineer shall review and shall approve the Contractor involved in the construction of the Drainage Improvements prior to the award of the contract.

2.03 Inspection. The City Engineer shall be entitled to inspect each element and phase of

construction of the Drainage Improvements. In the event the City Engineer determines that such construction is not in compliance with the Plans and Specifications, the Developer, upon written notification of such noncompliance, shall require Contractor to correct such noncompliance.

2.04 Acceptance of the Drainage Facilities. Upon final completion of construction of the Drainage Improvements, the Developer shall notify the City Engineer that the Drainage Improvements have been completed and certify that such improvements have been constructed in accordance with the Plans and Specifications. The City Engineer shall, within thirty (30) days after receipt of such notification from Developer, determine if such Drainage Improvements are in accordance with the Plans and Specifications and, if so, notify the Developer in writing of the City's acceptance of the Detention Facility. The Developer agrees to provide, or cause the Contractor to provide, for the benefit of the City, a one-year maintenance bond on the Drainage Facilities, the term of which shall commence on the date of the City's final acceptance of the Detention Facility. Upon approval of the Detention Facility by the City, the Developer shall convey to the City, and the City shall accept, by special warranty deed in a form approved by the City, the Ten-Acre Tract including the Detention Facility. Upon conveyance of the Ten-Acre Tract and the improvements thereon, the City shall operate and maintain the Detention Facility as part of the City's drainage system and the Developer shall have no further obligation to maintain or contribute funds for the maintenance of the Detention Facility.

2.05. Operation and Maintenance of Detention Facility. The Developer agrees to operate and maintain the Detention Facility, in accordance with the minimum standards and procedures identified in Section 18-287 of the Tomball Code of Ordinances, until the Detention Facility is conveyed to the City in accordance with the provisions of Section 2.04 hereof.

2.06. Performance, Payment and Maintenance Bonds. The Developer shall obtain for the benefit of the City, performance, payment, and maintenance bonds, in amounts required by law for construction of the Drainage Improvements to ensure completion of the improvements, payment of the subcontractors, and to guarantee that the Contractor makes any necessary warranty repairs. Such bonds must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. The Developer will transfer all of its right, title and interest to the bonds required by this section to the City concurrently with the conveyance of the Detention Facility as provided by Section 2.04 hereof.

2.07. Insurance. The Contractor(s) that are awarded the contract to construct the Drainage Improvements shall be required to carry Workers' Compensation Insurance on their respective employees, and liability and property damage insurance on their equipment and employees. The liability insurance shall be not less than Five Hundred Thousand Dollars (\$500,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence, with property damage insurance of not less than Five Hundred Thousand Dollars (\$500,000.00). In addition, the City shall be provided with Certificates of Insurance, shall be named an additional insured on such Certificates (excluding certificates evidencing worker's compensation insurance), and all insurers shall be required to notify the City in writing at least thirty (30) calendar days prior to the date of cancellation of any such insurance.

2.08. Assumption of Risks and Indemnification. The Developer agrees to, and does hereby,

assume any and all risk of claims, demands, liability, or causes of action for flooding, flood damage, or injury to or on the Property, to any development thereon, or to any lessee, occupant, or invitee, on account of, or resulting from, construction of the Drainage Improvements by the Developer or its agents, representatives, employees, Contractors, or subcontractors, and shall protect, indemnify, and hold City harmless therefor as hereinafter provided. **The Developer further agrees to protect, indemnify, and save City harmless from and against all claims, demands, and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, construction of the Drainage Improvements by Developer or its agents, representatives, employees, contractors, or subcontractors. The foregoing indemnity obligations shall not apply to any claims, demands, damages, liabilities or causes of action based on events occurring after the Final Acceptance and conveyance to the City of the Ten Acre Tract.**

2.09. Construction Spoils. The Developer shall, at no cost to the City, remove and dispose of all clearing, grubbing, utility spoils, and excavated material resulting from construction of the Drainage Improvements.

ARTICLE III DEVELOPER'S CONSIDERATION FOR CONSTRUCTION OF THE DRAINAGE IMPROVEMENTS

3.01. Reserve Capacity. Upon the Developer's construction of the Drainage Improvements, and its acceptance or approval by the City as provided in Section 2.04 hereof, there shall be reserved to the Property twenty-seven (27) acre-feet of stormwater detention (the "Reserved Capacity"). Upon completion, acceptance, and approval of the Drainage Improvements, as provided herein, the Developer shall be entitled to use the Reserved Capacity in association with the development of the Property and in satisfaction of the City's requirement for stormwater run-off and detention facilities necessary for obtaining City construction, building, and occupancy permits required for development of the Property. Any additional capacity in the Drainage Improvements in excess of the twenty-seven (27) acre-feet shall be under the sole and exclusive control and ownership of the City. Construction and building permits for improvements to the Property, that, in the opinion of the City Engineer, will increase stormwater run-off in excess of the capacity of the City's current drainage system, shall not be issued by the City until completion, acceptance, and approval of the Drainage Improvements as provided herein. Notwithstanding the foregoing, the City shall issue to Developer a site development permit to allow Developer to perform clearing, grubbing and grading activities on the Property concurrently with the Developer's construction of the Drainage Improvements. The issuance of occupancy permits for the Property shall be contingent upon Developer's completion of the Drainage Improvements.

3.02. No Drainage Impact Fees. In consideration of the Developer's performance hereunder, the City will not impose any drainage impact fee on the Property, or otherwise seek contribution from the Developer or a subsequent owner of the Property, or an interest therein, for the City's M124 Drainage Facilities improvements.

ARTICLE IV
MISCELLANEOUS PROVISIONS

4.01. Assignment. The Developer shall notify the City of its intent to assign this Agreement to any entity owned by, controlled by, or under common control with HMF Americana, LLC, or its principal equity owners and obtain the City's consent to such assignment, such consent shall not be unreasonably withheld. Upon assignment of the Agreement, the assignee will execute and deliver to the City an estoppel certificate assuming all the obligations of Developer hereunder. The City further agrees that Developer and/or such assignee shall have the right to grant to its lender a collateral assignment of this Agreement.

4.02. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification in writing only, and by the signatures and mutual consent of the Parties.

4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

4.07. Venue. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

4.08. Severability. If any term or provision of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired, or affected.

4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by electronic mail; provided a copy of

such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: City of Tomball
401 W. Market Street
Tomball, Texas 77375
Attention: City Manager
Telephone: (281) 351-5484
Facsimile: (281) 351-6256
Email: desquivel@tomballtx.gov

If to Developer: HMF Americana, LLC
1095 Evergreen Circle, Suite 200-521
The Woodlands, Texas, 77380
Telephone: 281-210-7768
Email: tim@palmettobuilt.com

Executed as of the Effective Date set forth above.

CITY OF TOMBALL, TEXAS

By: _____
Name: David Esquivel
Title: City Manager

HMF AMERICANA, LLC,
A TEXAS LIMITED LIABILITY COMPANY

By: _____
Timothy P. Crawford, Manager

Exhibits:

Exhibit "A" - Map or Plat of Property
Exhibit "B" - City's M124 Drainage Facilities
Exhibit "C" - Legal Description of the Property
Exhibit "D" - Legal Description of the Ten Acre Tract

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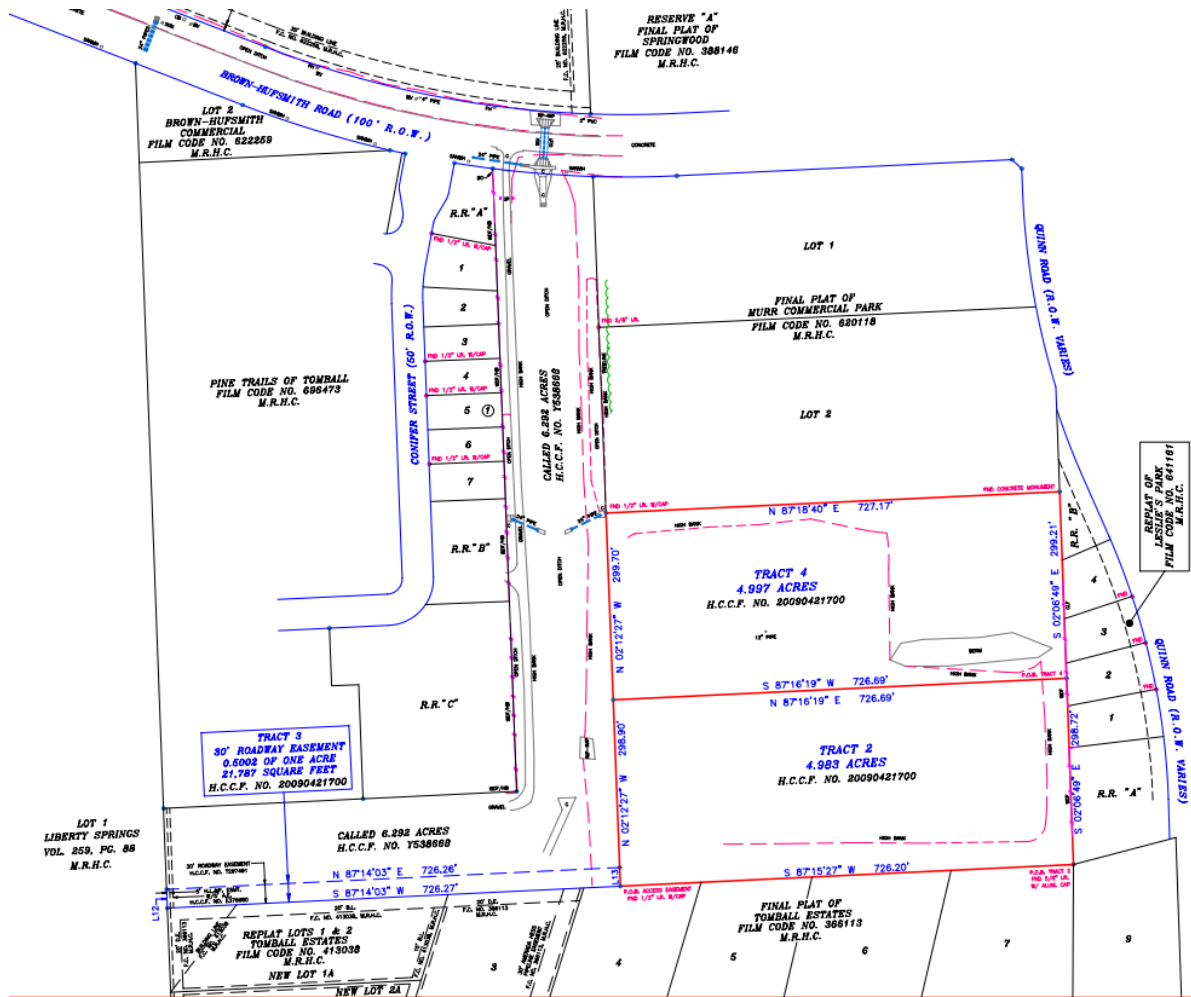


EXHIBIT "B"
City's M124 Drainage Facilities



EXHIBIT "C"
Legal Description of the Property

DESCRIPTION
TRACT 1

31.214 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being a portion of that certain Lot 1 and all of those certain Lots 2 and 3 of The Shoppes at Spring Creek Commons Section One, a subdivision as shown on map or plat recorded under Film Code Number 622085 of the Map Records of Harris County, Texas, said 31.214 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found for the Southeasterly end of a cut-back line between the Northerly right-of-way line of Brown-Hufsmith Road (100 foot right-of-way) and the Easterly right-of-way line of State Highway 249 (right-of-way width varies), for the Southeasterly corner of that certain called 0.0049 of one acre of land conveyed to County of Harris as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2017-252737;

Thence, N 61°47'36" W, along said cut-back line and along the Northeasterly line of said 0.0049 acre tract, a distance of 35.56 feet to an "X" in concrete set for the Northwesterly end of said cut-back line;

Thence, in a Northwesterly direction, along the Easterly right-of-way line of said State Highway 249, with a curve to the left, having a central angle of 07° 13'55", a radius of 3909.20 feet, an arc length of 493.42 feet, a chord bearing of N 19°00'38" W and a chord distance of 493.10 feet to a 1/2 inch iron rod with cap found for a point of non-tangency;

Thence, N 22° 10'09" W, continuing along the Easterly right-of-way line of said State Highway 249, a distance of 136.96 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain Restricted Reserve "A" of NCS Sandy Road Addition, a subdivision as shown on map or plat recorded under Volume 334, Page 110 of the Map Records of Harris County, Texas;

Thence, N 68° 11 '30" E, along the Southerly line of said Restricted Reserve "A" of NCS Sandy Road Addition, a distance of 185.02 feet to a 1 inch iron pipe found for the Southeasterly corner of said Restricted Reserve "A" of NCS Sandy Road Addition;

Thence, N 22°38'48" W, along the Easterly line of said Restricted Reserve "A" of NCS Sandy Road Addition, a distance of 190.31 feet to a 1/2 inch iron rod with cap found in the Southerly right-of-way line of Baker Road (60 foot right-of-way), for the Northeasterly corner of said Restricted Reserve "A" of NCS Sandy Road Addition;

Thence, N 68°08'15" E, along the Southerly right-of-way line of said Baker Road, a distance of 501.38 feet to a 3/4 inch iron rod found for an angle point;

Thence, N 67°40'42" E, continuing along the Southerly right-of-way line of said Baker Road, a distance of 60.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, S 22°00'54" E, a distance of 161.57 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 276.57 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 02°14'59" W, a distance of 40.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, S 02°14'59" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 617.38 feet to a 1/2 inch iron rod with cap found in the Westerly line of that certain called 9.974 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers Y648932, Y648933 and Y648934;

Thence, S 02°02'55" E, along the Westerly line of said 9.974 acre tract, a distance of 42.47 feet to a 1/2 inch iron pipe found for the Southwesterly corner of said 9.974 acre tract and the Northwesterly corner of that certain called 1.334 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y649292;

Thence, S 02°10'33" E, along the Westerly line of said 1.334 acre tract, a distance of 412.67 feet to a 5/8 inch iron rod with an aluminum cap found for an angle point;

Thence, S 02°08'52" E, continuing along the Westerly line of said 1.334 acre tract and along the Westerly line of that certain called 0.7039 of one acre of land described in deeds and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers Y649290, Y649296, Y649299 and Y649301, a distance of 186.31 feet to a 1/2 inch iron rod with cap found for the Northwesterly corner of that certain Lot 1 of Brown-Hufsmith Commercial, a subdivision as shown on map or plat recorded under Film Code Number 622259 of the Map Records of Harris County, Texas;

Thence, S 02°11'44" E, along the Westerly line of said Lot 1 of Brown-Hufsmith Commercial, a distance of 328.19 feet to the Northerly right-of-way line of said Brown-Hufsmith Road, for the Southwesterly corner of said Lot 1 of Brown-Hufsmith Commercial;

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

N 68°42'21" W, a distance of 222.20 feet to a 5/8 inch iron rod found for a point of curvature to the left;

In a Northwesterly direction, with said curve to the left, having a central angle of 38°05'14", a radius of 1690.42 feet, an arc length of 1123.71 feet, a chord bearing of N 87°44'58" W and a chord distance of 1 103.13 feet to a 1/2 inch iron rod with cap found for a point of tangency;

S 73°12'25" W, a distance of 166.32 feet to the POINT OF BEGINNING and containing 31.214 acres of land.

DESCRIPTION TRACT 2

4.983 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.983 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of said 4.983 acre tract;

Thence, S 87° 15'27" W, along the Northerly line of those certain Lots 4 thru 7 of said Final Plat of Tomball Estates, a distance of 726.20 feet to a 1/2 inch iron rod with cap found for the Southeasterly corner of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668;

Thence, N 02° 12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 298.90 feet to the Southwesterly corner of that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, N 87° 16'19" E, along the Southerly line of said 4.997 acre tract, a distance of 726.69 feet to the Westerly line of that certain Lot 2 of said Replat of Leslie's Park, for the Southeasterly corner of said 4.997 acre tract;

Thence, S 02° 06'49" E, along the Westerly line of Lot 1, Lot 2 and Restricted Reserve "A" of said Replat of Leslie's Park, a distance of 298.72 feet to the POINT OF BEGINNING and containing 4.983 acres of land.

DESCRIPTION 30' ROADWAY EASEMENT TRACT 3

0.5002 of one acre or 21,787 square feet of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 0.5002 of one acre of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 0.5002 of one acre or 21,787 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of that certain

called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, S 87° 15'27" W, along the Northerly line of those certain Lots 4 thru 7 of said Final Plat of Tomball Estates, a distance of 726.20 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of said 4.983 acre tract, the Southeasterly corner of said 0.5002 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 87° 14'03" W, along the Northerly line of Lots 3 and 4 of said Final Plat of Tomball Estates and the Northerly line of that certain New Lot IA of the Replat Lots 1 & 2 Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 413038 of the Map Records of Harris County, Texas, a distance of 726.27 feet to the Easterly line of that certain Lot 1 of Liberty Springs, a subdivision as shown on map or plat recorded under Volume 259, Page 88 of the Map Records of Harris County, Texas, for the Northwesterly corner of said New Lot IA;

Thence, N 02° 11 '30" W, along the Easterly line of said Lot 1 , a distance of 30.00 feet to a point for corner;

Thence, N 87° 14'03" E, a distance of 726.26 feet to the Westerly line of said 4.983 acre tract;

Thence, S 02° 12'27" E, along the Westerly line of said 4.983 acre tract, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.5002 of one acre or 21,787 square feet of land.

DESCRIPTION TRACT 4

4.997 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.997 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie' s Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of that certain called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, N 02°06'49" W, along the Westerly line of Restricted Reserve "A", Lot 1 and Lot 2 of said Replat of Leslie's Park, a distance of 298.72 feet to the Northeasterly corner of said 4.983 acre tract, the Southeasterly corner of said 4.997 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 87° 16'19" W, along the Northerly line of said 4.983 acre tract, a distance of 726.69 feet to the Easterly line of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668, for the Northwesterly corner of said 4.983 acre tract;

Thence, N 02° 12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 299.70 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain Lot 2 of the Final Plat of Murr Commercial Park, a subdivision as shown on map or plat recorded under Film Code Number 620118 of the Map Records of Harris County, Texas;

Thence, N 87° 18'40" E, along the Southerly line of said Lot 2 of the Final Plat of Murr Commercial Park, a distance of 727.17 feet to a concrete monument found in the Westerly line of that certain Restricted Reserve "B" of said Replat of Leslie's Park, for the Southeasterly corner of said Lot 2 of the Final Plat of Murr Commercial Park;

Thence, S 02° 06'49" E, along the Westerly line of Restricted Reserve "B", Lot 2, Lot 3 and Lot 4 of said Replat of Leslie's Park, a distance of 299.21 feet to the POINT OF BEGINNING and containing 4.997 acres of land.

EXHIBIT "D"
Legal Description of the Ten Acre Tract

DESCRIPTION TRACT 2

4.983 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.983 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of said 4.983 acre tract;

Thence, S 87° 15'27" W, along the Northerly line of those certain Lots 4 thru 7 of said Final Plat of Tomball Estates, a distance of 726.20 feet to a 1/2 inch iron rod with cap found for the Southeasterly corner of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668;

Thence, N 02° 12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 298.90 feet to the Southwesterly corner of that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, N 87° 16'19" E, along the Southerly line of said 4.997 acre tract, a distance of 726.69 feet to the Westerly line of that certain Lot 2 of said Replat of Leslie's Park, for the Southeasterly corner of said 4.997 acre tract;

Thence, S 02° 06'49" E, along the Westerly line of Lot 1, Lot 2 and Restricted Reserve "A" of said Replat of Leslie's Park, a distance of 298.72 feet to the POINT OF BEGINNING and containing 4.983 acres of land.

DESCRIPTION
TRACT 4

4.997 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.997 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of that certain called 4.983 acres of land described

in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

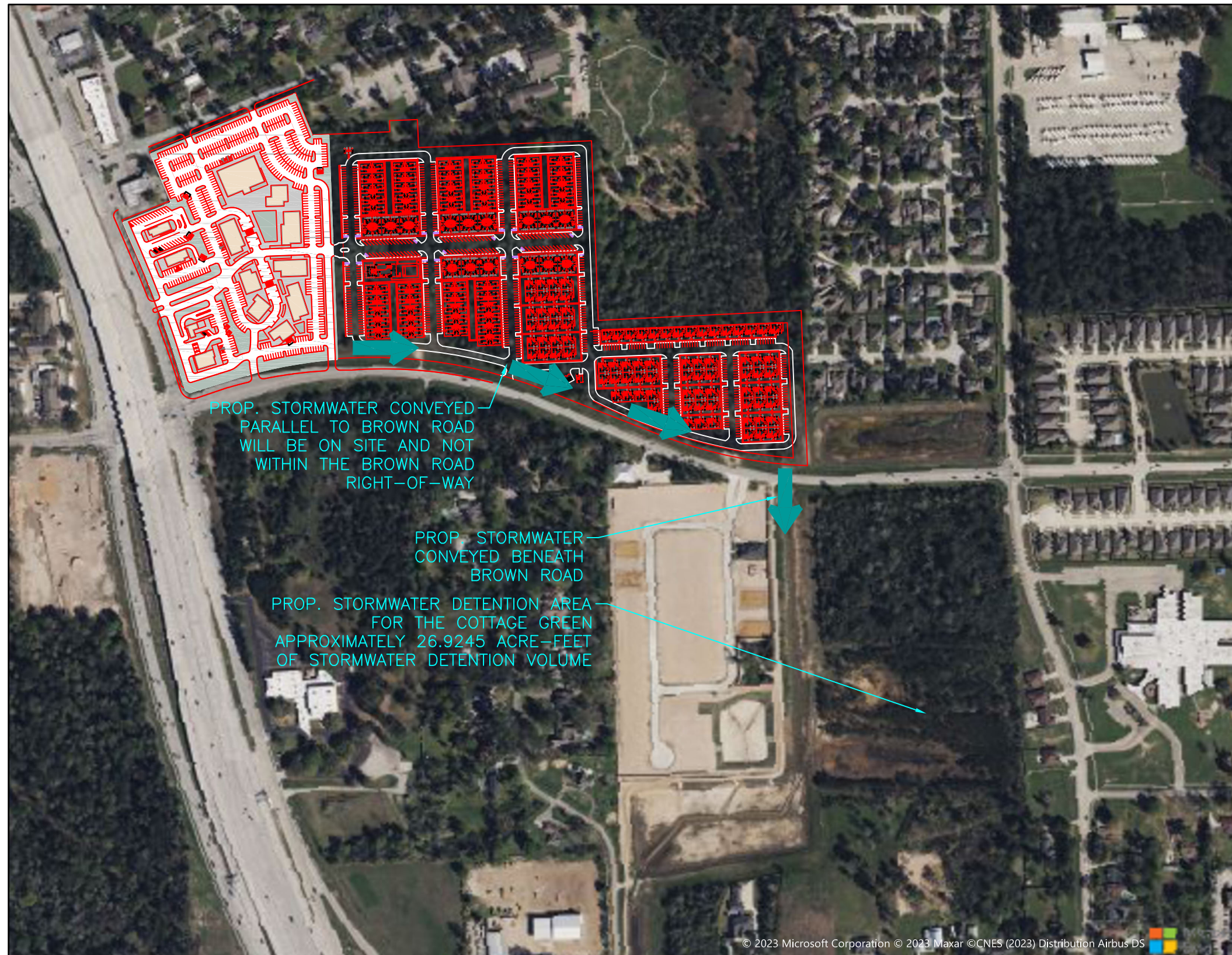
Thence, N 02°06'49" W, along the Westerly line of Restricted Reserve "A", Lot 1 and Lot 2 of said Replat of Leslie's Park, a distance of 298.72 feet to the Northeasterly corner of said 4.983 acre tract, the Southeasterly corner of said 4.997 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 87°16'19" W, along the Northerly line of said 4.983 acre tract, a distance of 726.69 feet to the Easterly line of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668, for the Northwesterly corner of said 4.983 acre tract;

Thence, N 02°12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 299.70 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain Lot 2 of the Final Plat of Murr Commercial Park, a subdivision as shown on map or plat recorded under Film Code Number 620118 of the Map Records of Harris County, Texas;

Thence, N 87°18'40" E, along the Southerly line of said Lot 2 of the Final Plat of Murr Commercial Park, a distance of 727.17 feet to a concrete monument found in the Westerly line of that certain Restricted Reserve "B" of said Replat of Leslie's Park, for the Southeasterly corner of said Lot 2 of the Final Plat of Murr Commercial Park;

Thence, S 02°06'49" E, along the Westerly line of Restricted Reserve "B", Lot 2, Lot 3 and Lot 4 of said Replat of Leslie's Park, a distance of 299.21 feet to the POINT OF BEGINNING and containing 4.997 acres of land.



THE COTTAGE GREEN TOMBALL, TEXAS

TALON ENGINEERING
CIVIL ENGINEERING & SPORTS DESIGN CONSULTANTS

PRELIMINARY DRAINAGE CONVEYANCE EXHIBIT

DATE: 11/10/2023	SCALE: 1"=400'	SHEET NO:
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City Council Meeting Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Consideration, discussion, and possible action regarding Code Enforcement.

Background:

Origination:

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

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

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

Signed	_____	Approved by	_____
	Staff Member		City Manager
	Date		Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

Approve Resolution No. 2023-52, A Resolution of The City Council of the City of Tomball, Texas, casting its ballot for the election of a person to the Board of Directors of the Harris Central Appraisal District.

Background:

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation and reclamation districts closed October 15, 2023.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution.***

Origination: City Attorney – Loren Smith

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2023-52

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO
THE BOARD OF DIRECTORS OF THE HARRIS CENTRAL APPRAISAL
DISTRICT.**

* * * * *

WHEREAS, the chief appraiser of the Harris Central Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris Central Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of Tomball, Texas does hereby cast its vote for Mike Sullivan, to fill the position on the board of directors of the Harris Central Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris Central Appraisal District no later than December 15, 2023

PASSED, APPROVED, AND RESOLVED this the 20th day of November, 2023.

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Consideration to Approve **Zoning Case Z23-16**: Request by HH 11701 Properties LLC, represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-16**

Adopt, on First Reading, Ordinance No. 2023-49, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

The subject property currently falls outside the city limits of Tomball. The applicants are requesting annexation into the City of Tomball. The request is to rezone the subject property from the default Agricultural (AG) zoning which is applied when property is initially annexed to Light Industrial (LI). According to the applicant the intent of this rezoning request is to develop a business park which will include office-warehouse space.

Origination: HH 11701 Properties LLC

Recommendation:

City staff recommends approval of **Zoning Case Z23-16**. Planning and Zoning Commission recommends approval (5 Votes Aye, 0 Votes Nay).

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2023-49

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 12.11 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF THE ELIZABETH SMITH SURVEY, ABSTRACT NO. 70 AND THE C.N. PILOT SURVEY, ABSTRACT 632 FROM AGRICULTURAL (AG) TO LIGHT INDUSTRIAL (LI). THE PROPERTY IS GENERALLY LOCATED AT 11701 HOLDERRIETH ROAD, WITHIN HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, HH 11701 Properties LLC has requested changing the zoning district classification of approximately 12.11 acres of land being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within the City of Tomball, Harris County, Texas; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2023.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2023.

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

**METES AND BOUNDS DESCRIPTION
12.114 ACRES (527,706 SQUARE FEET)
LOCATED IN THE
ELIZABETH SMITH SURVEY, ABSTRACT 70
& THE C.M. PILOT SURVEY, ABSTRACT 632,
HARRIS COUNTY, TEXAS**

Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182; Said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

BEGINNING at a 5/8 inch iron rod with "Gorrdanda" cap found for the northeast corner of the herein described tract and the northwest corner of a called 29.707 acre tract of record in the name of Bernard C. Holderrieth and Alvina Holderrieth in H.C.C.F. Number B402171, and being on the south Right-of-Way (R.O.W.) line of Holderrieth Road (width varies);

THENCE, coincident the east line of the herein described tract and the west line of aforesaid 29.707 acre tract, South 14 Degrees 21 Minutes 24 Seconds East, a distance of 1,023.87 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southeast corner of the herein described tract and the northeast corner of a called 16.4724 acre tract of record in the name of 11311 Holderrieth Limited, L.P., in H.C.C.F. Number W840420, and being on the west line of said 29.707 acre tract;

THENCE, coincident the south line of the herein described tract and the north line of aforesaid 16.4724 acre tract, South 82 Degrees 00 Minutes 26 Seconds West, a distance of 522.80 feet to the southwest corner of the herein described tract and the northwest corner of said 16.4724 acre tract, and being on the east line of a called 7.3995 acre tract of record in the name of the City of Tomball in H.C.C.F. Number V109876;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 7.3995 acre tract the following five (5) courses:

1. North 23 Degrees 31 Minutes 10 Seconds West, a distance of 477.72 feet to the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 71.37 feet, having a radius of 325.00 feet, a central angle of 12 Degrees 34 Minutes 58 Seconds and a chord bearing of North 11 Degrees 33 Minutes 44 Seconds East, a distance of 71.23 feet;
3. North 17 Degrees 51 Minutes 14 Seconds East, a distance of 113.68 feet to the beginning of a curve to the left;
4. Coincident aforesaid curve to the left, an arc length of 373.07 feet, having a radius of 475.00 feet, a central angle of 45 Degrees 00 Minutes 02 Seconds and a chord bearing of North 04 Degrees 38 Minutes 58 Seconds West, a distance of 363.55 feet;
5. North 27 Degrees 08 Minutes 46 Seconds West, a distance of 26.50 feet to the northwest corner of the herein described tract and the northeast corner of aforesaid 7.3995 acre tract, and being on the south R.O.W. line of aforesaid Holderrieth Road;

THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Holderrieth Road, North 82 Degrees 01 Minutes 22 Seconds East, a distance of 451.28 feet to the **POINT OF BEGINNING** and containing 12.114 acres (527,706 square feet) of land.



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
NOVEMBER 13, 2023
&
CITY COUNCIL
NOVEMBER 20, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 13, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, November 20, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z23-16: Request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

Zoning Case Z23-17: Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

Zoning Case Z23-18: Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to Commercial (C). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

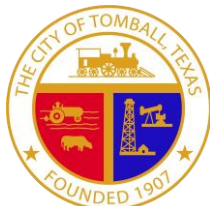
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of November 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-16

10/26/23

The Planning & Zoning Commission will hold a public hearing on **November 13, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **November 20, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name:
Parcel I.D.:
Address:

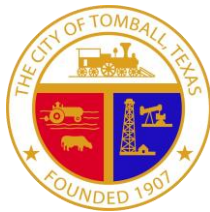
Email: jasmith@tomballtx.gov

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: _____

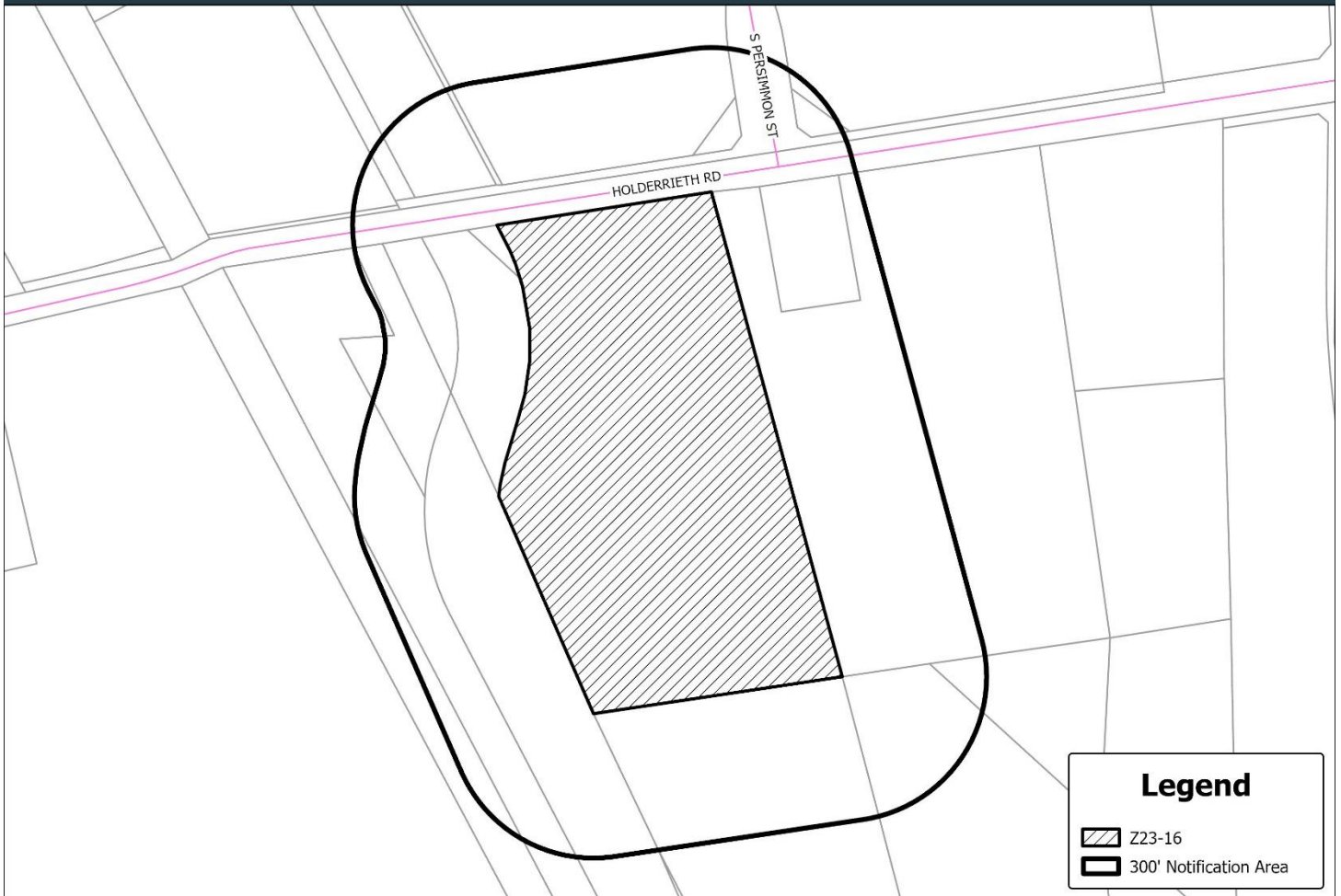


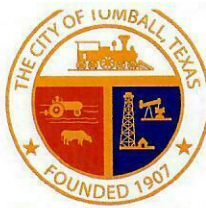
City of Tomball
Community Development Department

Z23-16



Notification Area





City of Tomball
Community Development Department

HOELSCHER EXCHANGE 2018 LLC % HOELSCHER PROPERTY MANAGEMENT LTD
2400 S PERSIMMON ST
TOMBALL, TX 77375-5741

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-16

10/26/23

The Planning & Zoning Commission will hold a public hearing on **November 13, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **November 20, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HOELSCHER EXCHANGE 2018 LLC % HOELSCHER
PROPERTY MANAGEMENT LTD
Parcel I.D.: 1342060040003
Address: 2400 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: jasmith@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Charles H. Hoelscher



City of Tomball
Community Development Department

HOELSCHER EXCHANGE 2018 LLC % HOELSCHER PROPERTY MANAGEMENT LTD
2400 S PERSIMMON ST
TOMBALL, TX 77375-5741

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-16

10/26/23

The Planning & Zoning Commission will hold a public hearing on **November 13, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **November 20, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtxgov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-16

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HOELSCHER EXCHANGE 2018 LLC % HOELSCHER
PROPERTY MANAGEMENT LTD
Parcel I.D.: 1342060040001
Address: 2400 S PERSIMMON ST

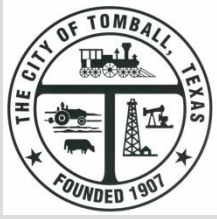
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: jasmith@tomballtxgov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Charles H. Hoelscher



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: November 13, 2023
City Council Public Hearing Date: November 20, 2023

Rezoning Case: Z23-16
Property Owner(s): HH 11701 Properties LLC.
Applicant(s): Austin Haynes
Legal Description: 12.11 acre being portions of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract No. 632
Location: 11701 Holderrieth Road (Exhibit “A”)
Area: 12.11 acres
Comp Plan Designation: Business Park and Industrial (Exhibit “B”)
Present Zoning: N/A (Subject of Annexation Request) (Exhibit “C”)
Request: Rezone from the Agricultural (AG) to the Light Industrial (LI) district
Adjacent Zoning & Land Uses:
 North: Light Industrial (LI)/ Tomball Business & Technology Park
 South: Agricultural (AG)/ City of Tomball Regional Detention Facility
 West: Agricultural (AG) / City of Tomball Drainage Channel (M118)
 East: N/A (City of Tomball ETJ) / Single-family residence

BACKGROUND

The subject property currently falls outside the city limits of Tomball. The applicants are requesting annexation into the City of Tomball. The request is to rezone the subject property from the default Agricultural (AG) zoning which is applied when property is initially annexed to Light Industrial (LI). According to the applicant the intent of this rezoning request is to develop a business park which will include office-warehouse space.

ANALYSIS

Description: The subject property comprises approximately 12.11 acres, located 11701 Holderrieth Road. The property is subject to a request for annexation. Following annexation, the default base zoning of Agricultural (AG) will be applied to the property. The applicants are seeking Light Industrial (LI) to allow the establishment of “business park and office-warehouse” uses. Immediately north of the subject property, on the north side of Holderrieth Road is the Tomball Business & Technology Park. East of the subject property is an existing single-family residence

which falls outside the city limits of Tomball. South and East of the subject property is Agricultural (AG) zoning. South of the property is an existing City of Tomball regional detention facility and east of the property is the City of Tomball drainage channel (M118) which drains to said facility.

Comprehensive Plan Recommendation: The property is designated as “Business Park & Industrial” by the Comprehensive Plans Future Land Use Map. This Business Park & Industrial category is intended to create opportunities for employment. The uses that are to be promoted in this designated land use should be uses that benefit from proximity to major thoroughfares which provide convenient access for vehicle traffic, including freight traffic.

According to the Comprehensive Plan, land uses should consist of office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses may include things such as utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan recommends the zoning districts of – Light Industrial (LI), Commercial (C), Office (O), or Planned Developments (PD) for the Business Park & Industrial land use category.

Staff Review Comments:

The request to rezone the subject property to Light Industrial (LI) is in direct alignment with the goals and objectives of the Comprehensive Plan. The Comprehensive Plan identifies the need to encourage continued growth of business parks and corporate campuses in Tomball. This rezoning request will continue the promotion of business park land uses within and immediately adjacent to the existing Tomball Business & Technology Park. Furthermore, the property falls within the Business Park & Industrial future land use category which identifies Light Industrial (LI) as a zoning district that will best promote the goals and objectives of this planned future land use category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on October 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-16.

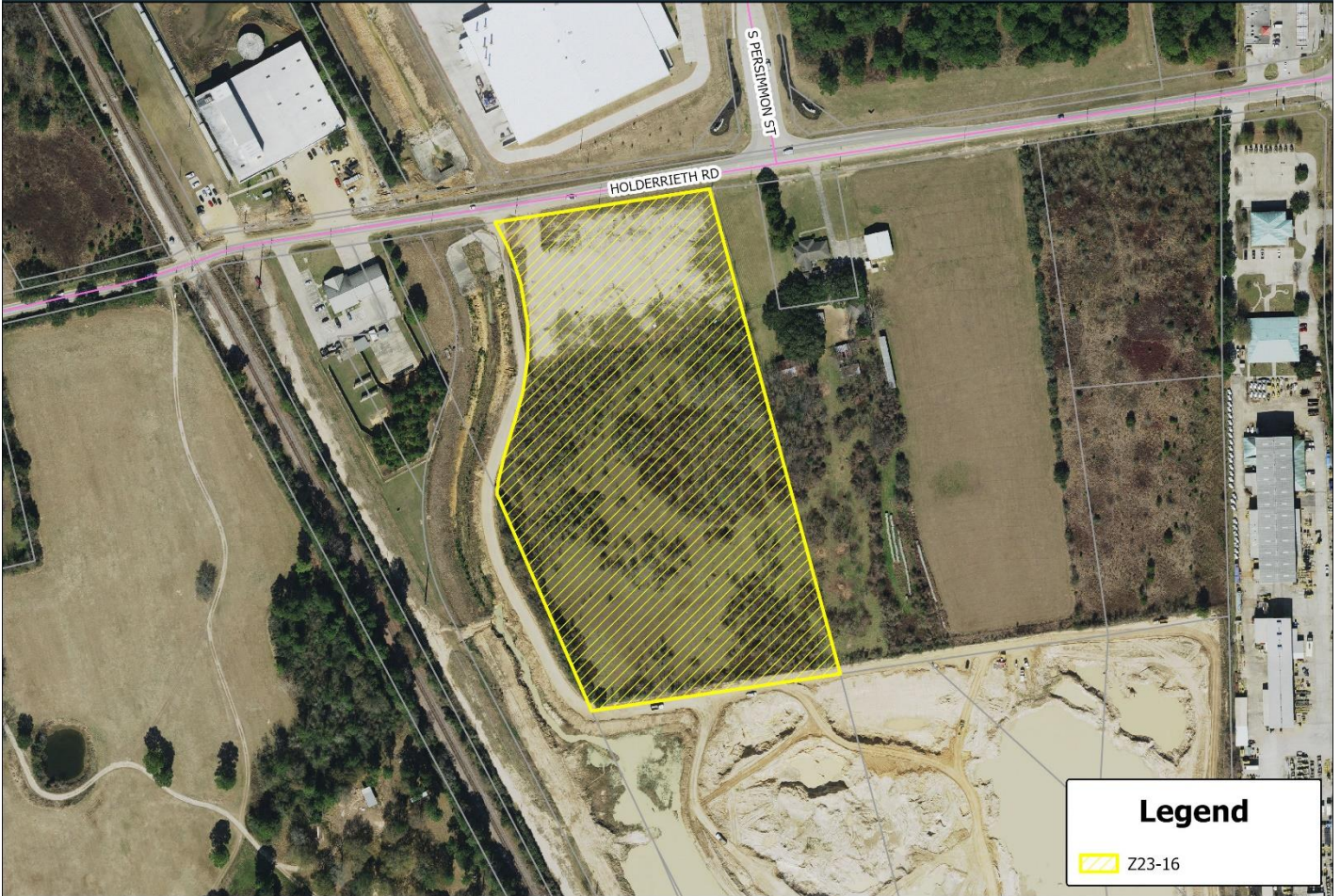
EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Current Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Legend

 Z23-16

Exhibit "B"
Future Land Use Plan



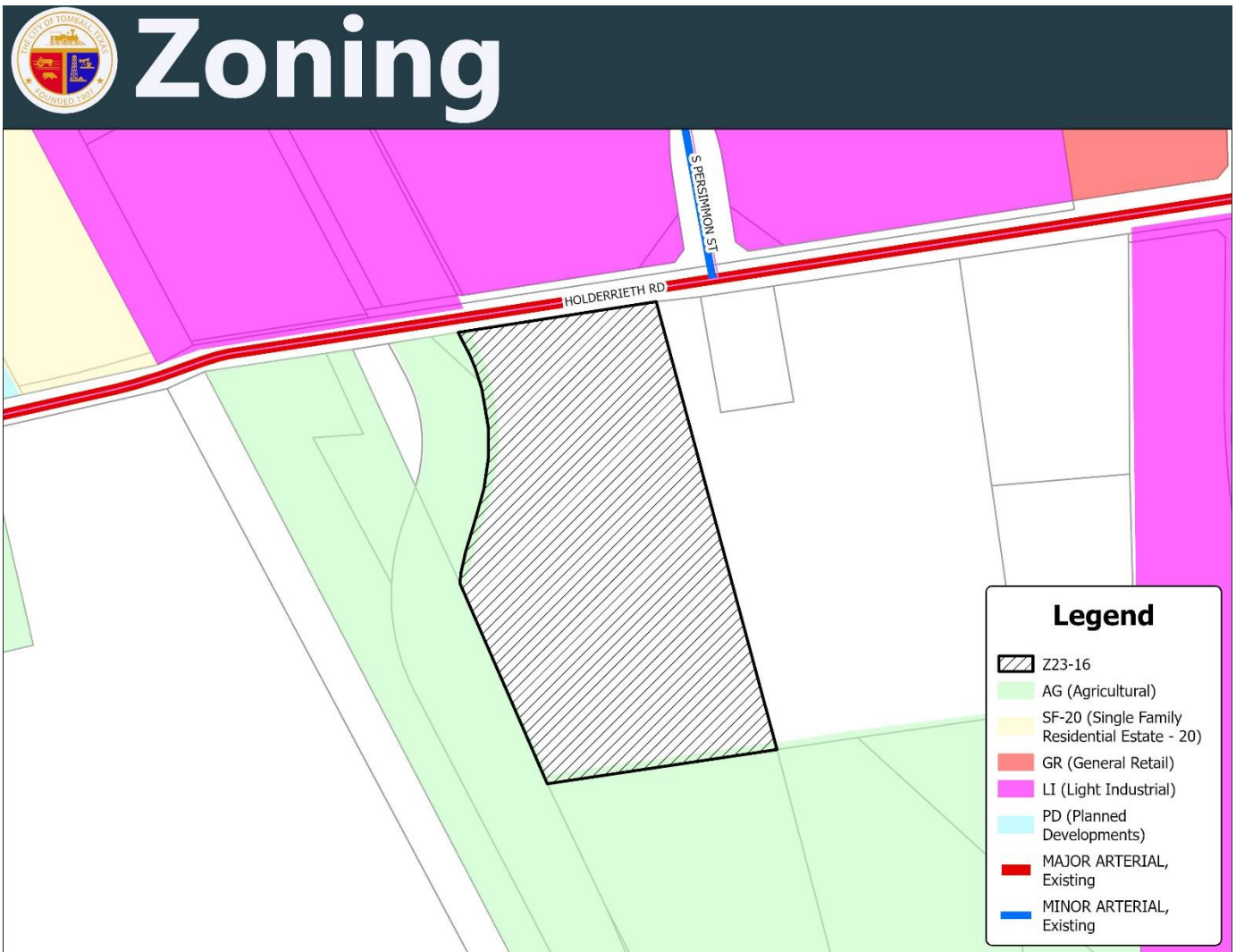
Future Land Use



Legend

- Z23-16
- Business Park and Industrial
- Corridor Commercial
- Parks & Open Space

Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (West)



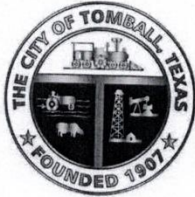
Neighbor (East)



Neighbor (North)



Exhibit "E"
Rezoning Application



Revised: 10/1/2022

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/secure
USERNAME: tombalcedd
PASSWORD: Tomball1

Applicant

Name: AUSTIN HAYNES Title: CIVIL ENGINEER
Mailing Address: PO BOX 1305 City: CYPRESS State: TX
Zip: 77410 Contact: RHONDA CHILDS
Phone: (832)-657-3972 Email: RHONDA@ALTARGRP.COM

Owner

Name: HH 11701 Properties LLC Title: _____
Mailing Address: 9103 Emmott Road, Ste 21 City: Houston State: TX
Zip: 77040 Contact: _____
Phone: () Email: _____

Engineer/Surveyor (if applicable)

Name: AUSTIN HAYNES Title: CIVIL ENGINEER
Mailing Address: PO BOX 1305 City: CYPRESS State: TX
Zip: 77410 Contact: AUSTIN HAYNES
Phone: (281)-794-3015 Fax: () Email: AUSTIN@ALTARGRP.COM

Description of Proposed Project: BUSINESS PARK WITH OFFICE WAREHOUSE SPACE

Physical Location of Property: 11701 HOLDERRIETH ROAD

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 3E & (5,415 SQ FT EASEMENT) TRS 13D-2 13E & 13J
ABST 632 C N PILOT ABST 70 E SMITH

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: NO ZONING - PROPERTY IS SEEKING ANNEXATION

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Current Use of Property: VACANT

Proposed Zoning District: LID- LIGHT INDUSTRIAL DISTRICT

Proposed Use of Property: BUSINESS PARK WITH OFFICE WAREHOUSE SPACE

HCAD Identification Number: 0410260020004 Acreage: 12.114

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  09/25/2023
Signature of Applicant Date

X  9/25/23
Signature of Owner Date

From: noreply@incode.tylerhosting.cloud
To: [Kimberly Chandler](#)
Subject: Receipt #R01384980
Date: Wednesday, October 4, 2023 8:25:47 AM

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

401 Market Street
401 Market Street
Tomball, TX 77375
(281) 351-5484

DATE : 10/4/2023 8:13 AM
OPER : AM
TKBY : Angelica Meza
TERM : 3
REC# : R01384980
130.0000 PLANNING AND ZONING
Holderrieth Business Park ReZoning 1000.00

Paid By:Holderrieth Business Park ReZoning
2-CK 1000.00 REF:w1065

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



September 26, 2023

City of Tomball
401 Market Street
Tomball, Tx 77375

Re: 11701 Holderrieth Road Re-zoning Application

To whom it may concern,

The above mentioned property is seeking to be annexated into the City of Tomball and is thus requiring to pursue zoning. The requested Light Industrial District (LID) zoning is consistent with the surrounding developments as well as the future development plan.

Thank you for considering this application, we look forward to receiving any comments or questions you may have.

Property:
Address: 11701 Holderrieth Road, Tomball, Tx
HCAD Account 0410260020004

Respectfully,

Austin Haynes, PE
Altar Group, PLLC
Architecture | Engineering
Austin@altargrp.com
281-794-3015

Altar Group
11615 Spring Cypress Rd, Suite E
Tomball, TX 77377
P. 713-248-7752



8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvjlandsurveying.com * TBPELS Reg. No. 10194609

**METES AND BOUNDS DESCRIPTION
12.114 ACRES (527,706 SQUARE FEET)
LOCATED IN THE
ELIZABETH SMITH SURVEY, ABSTRACT 70
& THE C.M. PILOT SURVEY, ABSTRACT 632,
HARRIS COUNTY, TEXAS**

Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182; Said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

BEGINNING at a 5/8 inch iron rod with "Gorrdanda" cap found for the northeast corner of the herein described tract and the northwest corner of a called 29.707 acre tract of record in the name of Bernard C. Holderrieth and Alvina Holderrieth in H.C.C.F. Number B402171, and being on the south Right-of-Way (R.O.W.) line of Holderrieth Road (width varies);

THENCE, coincident the east line of the herein described tract and the west line of aforesaid 29.707 acre tract, South 14 Degrees 21 Minutes 24 Seconds East, a distance of 1,023.87 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southeast corner of the herein described tract and the northeast corner of a called 16.4724 acre tract of record in the name of 11311 Holderrieth Limited, L.P., in H.C.C.F. Number W840420, and being on the west line of said 29.707 acre tract;

THENCE, coincident the south line of the herein described tract and the north line of aforesaid 16.4724 acre tract, South 82 Degrees 00 Minutes 26 Seconds West, a distance of 522.80 feet to the southwest corner of the herein described tract and the northwest corner of said 16.4724 acre tract, and being on the east line of a called 7.3995 acre tract of record in the name of the City of Tomball in H.C.C.F. Number V109876;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 7.3995 acre tract the following five (5) courses:

1. North 23 Degrees 31 Minutes 10 Seconds West, a distance of 477.72 feet to the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 71.37 feet, having a radius of 325.00 feet, a central angle of 12 Degrees 34 Minutes 58 Seconds and a chord bearing of North 11 Degrees 33 Minutes 44 Seconds East, a distance of 71.23 feet;
3. North 17 Degrees 51 Minutes 14 Seconds East, a distance of 113.68 feet to the beginning of a curve to the left;
4. Coincident aforesaid curve to the left, an arc length of 373.07 feet, having a radius of 475.00 feet, a central angle of 45 Degrees 00 Minutes 02 Seconds and a chord bearing of North 04 Degrees 38 Minutes 58 Seconds West, a distance of 363.55 feet;
5. North 27 Degrees 08 Minutes 46 Seconds West, a distance of 26.50 feet to the northwest corner of the herein described tract and the northeast corner of aforesaid 7.3995 acre tract, and being on the south R.O.W. line of aforesaid Holderrieth Road;

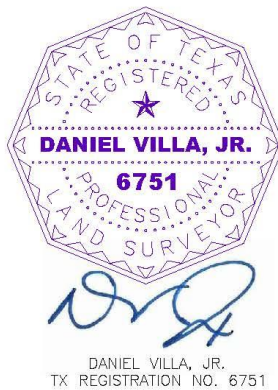
THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Holderrieth Road, North 82 Degrees 01 Minutes 22 Seconds East, a distance of 451.28 feet to the **POINT OF BEGINNING** and containing 12.114 acres (527,706 square feet) of land.



DVJ
CIVIL ENGINEERING &
LAND SURVEYING

8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvilandsurveying.com * TBPELS Reg. No. 10194609

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr.
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
September 27, 2023
Project Number 23-0836



DANIEL VILLA, JR.
TX REGISTRATION NO. 6751

City Council Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Consideration to Approve **Zoning Case Z23-17**: Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-17**

Adopt, on First Reading, Ordinance No. 2023-50, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

The subject property has been within the City Limits of Tomball since at least 1909. The property is a portion of a greater parcel of land which is approximately 14 acres and is presently occupied by a single-family residence. The property is split zoned into two zoning designations, the southernmost approximately 7.3 acres is within Commercial (C) zoning. The northernmost 1.80 acres of this commercial portion of the property was rezoned from Single Family Estate – 20 (SF-20-E) to Commercial (C) in 2020. The remaining 7 acres of the overall property is within Single Family Estate Residential -20 (SF-20-E) zoning. The subject property is 1.057 acres of the SF-20-E portion of the property. In August of 2023 city staff met with the applicants to discuss the development of an office/warehouse facility at this location. It was discussed that the current landowner is wanting to sell approximately 8.1 acres of the overall property, which comprises most of that portion which is within the C zoning district as well as the property which is the subject of this zone change request; being approximately 1.057 acres of land within the SF-20-E zoning. During our meeting with the applicants, city staff were informed that this northernmost 1.057 acres would be utilized for the development's onsite stormwater detention. The applicants were notified that this portion of the property could not be utilized for commercial purposes, nor could it be used for the drainage facility (i.e. detention pond) for the commercial development without first being rezoned to Commercial.

Origination: Sendero Ventures LLC

Recommendation:

City staff recommends approval of **Zoning Case Z23-17**. Planning and Zoning Commission recommends approval (5 Votes Aye, 0 Votes Nay).

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2023-50

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.06 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF THE JOHN SMITH SURVEY, ABSTRACT NO. 730 FROM SINGLE FAMILY ESTATE RESIDENTIAL – 20 (SF-20-E) TO COMMERCIAL (C). THE PROPERTY IS GENERALLY LOCATED WITHIN THE 1100 BLOCK (NORTH SIDE) OF E. HUFSMITH ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Sendero Ventures LLC has requested changing the zoning district classification of approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2023.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2023.

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Description of 1.057 acres (46,040 square feet) of land situated in the John S. Smith Survey, Abstract No. 730, Harris County, Texas; being a portion of a called 15.237 acre tract to Daniel G. Rodano by Special Warranty Deed of land as recorded in Harris County Clerk's File No. X609281, said 1.057 acre tract being more particularly described as follows (all bearings are based NAD83 Texas State Plane Coordinate System):

COMMENCING at a found 5/8-inch iron rod for the southwest corner of said 15.237 acre tract, the southeast corner of a called 0.850 acre residual of a called 15.2374 acres as recorded under Harris County Clerk's File No. X609278 and in the northwest right-of-way of Huffsmith Road;

THENCE, North 02°57'19" West, along the west line of said 15.237 acre tract and the east line of said 0.850 acre, a west line of a called 2.792 acre to Hogan Crum, LLC by General Warranty Deed as recorded under Harris County Clerk's File No. RP-2017-108431, passing a found 5/8-inch iron rod with cap at 339.17 feet and a called 7.000 acre tract to Hogan Crum, LLC by General Warranty Deed as recorded under Harris County Clerk's File No. RP-2017-46121 a total distance of 931.85 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

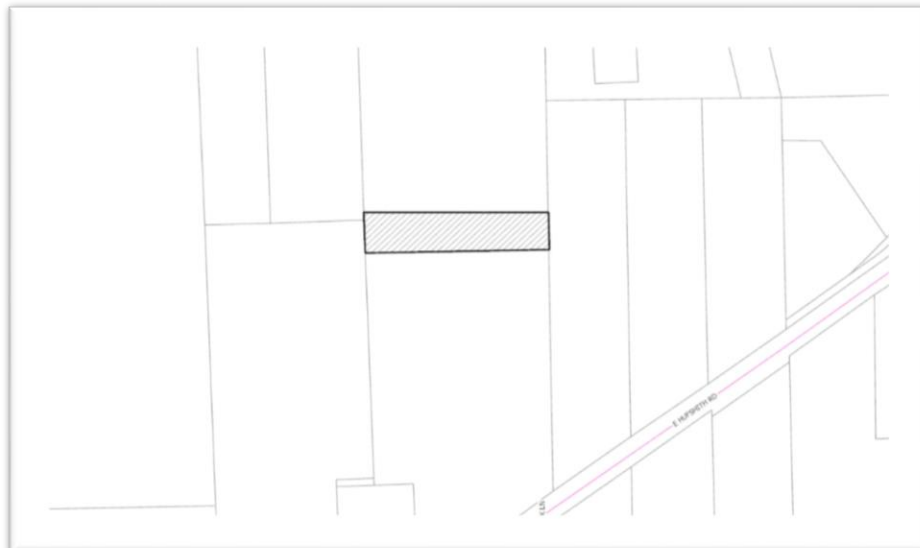
THENCE, North 02°57'19" West, along the west line of said 15.237 acre tract and the east line of said 7.000 acre tract a distance of 104.70 feet to a found 5/8-inch iron rod with cap for the northwest corner of the herein described tract;

THENCE, North 89°10'35" East, over and across said 15.237 acre tract a distance of 469.78 feet to a found 5/8-inch iron rod with cap for the northeast corner of the herein described tract and in the west line of a called 4.2394 acre tract to Weston Hickey ETUX by General Warranty Deed as recorded under Harris County Clerk's File No. 20150258907;

THENCE, South 02°25'15" East, along the east line of said 15.237 acre tract and the west line of said 4.2394 acre tract a distance of 91.60 feet to point for the southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears South 02°25'15" East, 623.14 feet, for the southeast corner of the said 15.237 acre tract and in the northwest right-of-way of said Huffsmith Road;

THENCE, South 87°34'45" West, continuing over and across said 15.237 acre tract 468.62 feet to the POINT OF BEGINNING and containing a computed area of 1.057 acres (46,040 square feet) of land. This description is based on a ground survey and plat prepared by Mark Sherley, Registered Professional Land Surveyor and dated October 17, 2023.


Mark L. Sherley
Registered Professional Land Surveyor No. 5326



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
NOVEMBER 13, 2023
&
CITY COUNCIL
NOVEMBER 20, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 13, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, November 20, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z23-16: Request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

Zoning Case Z23-17: Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

Zoning Case Z23-18: Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to Commercial (C). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

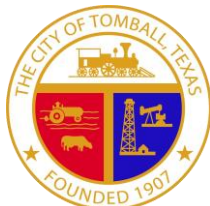
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of November 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-17

10/26/23

The Planning & Zoning Commission will hold a public hearing on **November 13, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **November 20, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-17

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Name:
Parcel I.D.:
Address:

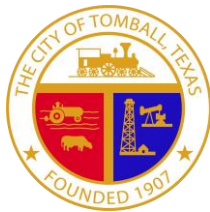
Email: jasmith@tomballtx.gov

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: _____

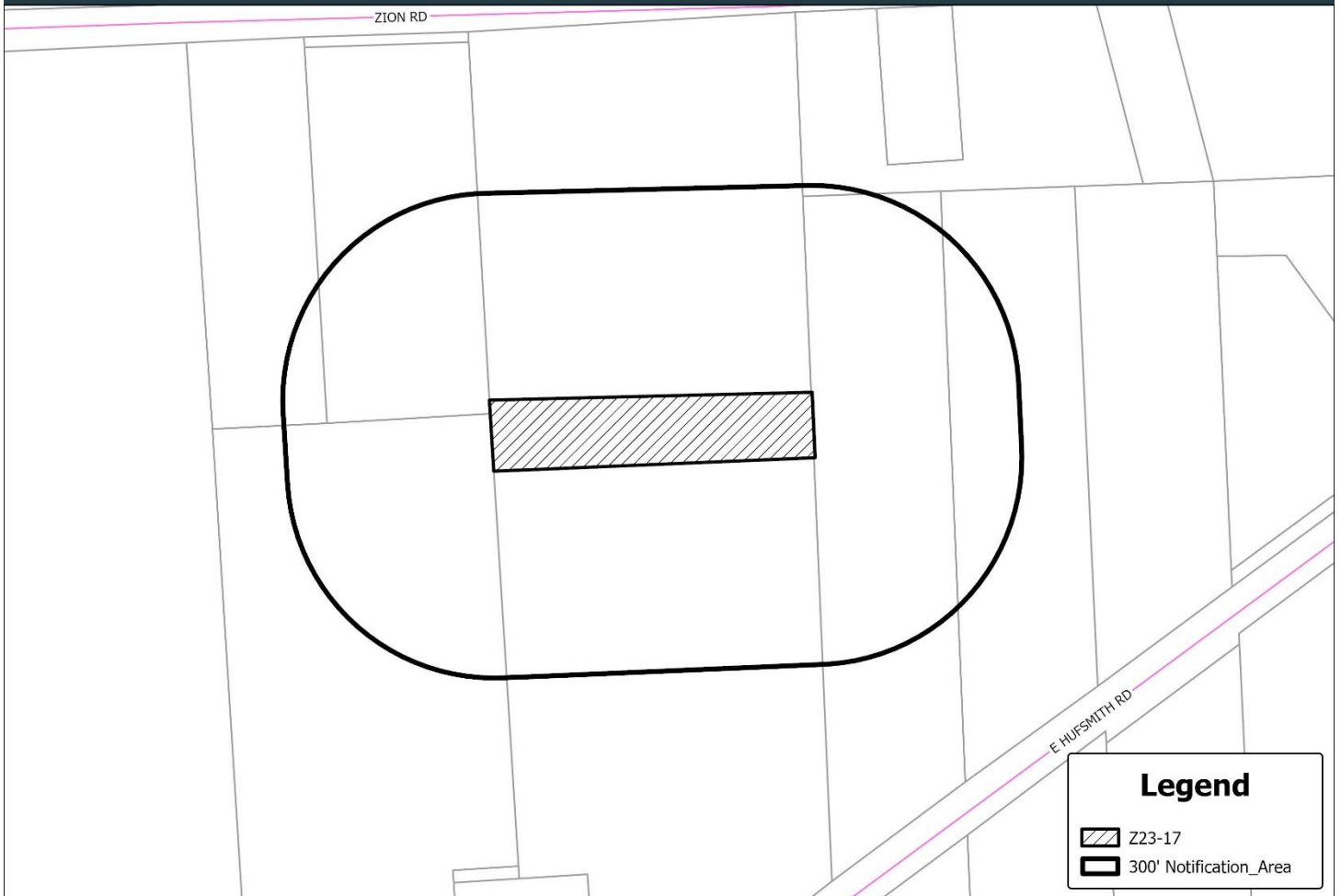


City of Tomball
Community Development Department

Z23-17



Notification Area



Paul Garcia

Subject: Paul & Ofilia Garcia Case #Z23-17

Planning and Zoning Commission
Case #Z23-17
Paul & Ofilia Garcia
12211 Zion Rd.
Tomball, Texas 77375

We STRONGLY OPPOSE rezoning 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from a Single Family Estate Residential – 20(SF-20-E) to Commercial (C).

Currently, our home shares our rear fence line with Boxwood Manor. This has been the WORST commercially placed business in Tomball. Due to the noise, we are NEVER able to get a good night's rest on Friday, Saturday or Sunday.

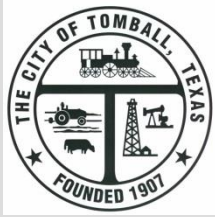
We most certainly do not need another business on our other fence line.

Sincerely,



October 30, 2023

Paul Garcia
713-397-6611



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: November 13, 2023

City Council Public Hearing Date: November 20, 2023

Rezoning Case: Z23-17
Property Owner(s): Daniel Rodano
Applicant(s): Sendero Ventures LLC.
Legal Description: 1.06 acres being a portion of the John Smith Survey, Abstract No. 730
Location: 1100 block (north side) of E. Hufsmith Rd. (Exhibit “A”)
Area: 1.06 acres
Comp Plan Designation: Ranch Rural & Estate (Exhibit “B”)
Present Zoning: Single-Family Residential -20 District (Exhibit “C”)
Request: Rezone from the Single-Family Residential – 20 (SF-20) to the Commercial (C) district

Adjacent Zoning & Land Uses:

North: Single-Family Residential -20 (SF-20)/ Single-family residence(s)

South: Commercial (C) / Vacant

West: Single-Family Residential – 20 (SF-20) with a Conditional Use Permit (CUP 19)/ Reception Venue

East: Agricultural (AG) / Single-family residence(s)

BACKGROUND

The subject property has been within the City Limits of Tomball since at least 1909. The property is a portion of a greater parcel of land which is approximately 14 acres and is presently occupied by a single-family residence. The property is split zoned into two zoning designations, the southernmost approximately 7.3 acres is within Commercial (C) zoning. The northernmost 1.80 acres of this commercial portion of the property was rezoned from Single Family Estate – 20 (SF-20-E) to Commercial (C) in 2020. The remaining 7 acres of the overall property is within Single Family Estate Residential -20 (SF-20-E) zoning. The subject property is 1.057 acres of the SF-20-E portion of the property. In August of 2023 city staff met with the applicants to discuss the development of an office/warehouse facility at this location. It was discussed that the current landowner is wanting to sell approximately 8.1 acres of the overall property, which comprises most of that portion which is within the C zoning district as well as the property which is the subject of this zone change request; being approximately 1.057 acres of land within the SF-20-E zoning. During our meeting with the applicants, city staff were informed that this northernmost 1.057 acres would be utilized for the development’s onsite stormwater detention. The applicants were notified that this portion of the property could not be utilized for commercial purposes, nor could it be used

for the drainage facility (i.e. detention pond) for the commercial development without first being rezoned to Commercial.

ANALYSIS

Description: The subject property comprises approximately 1.06 acres located in the 1100 block (north side) of E. Hufsmith Road. The property falls within the Single Family Residential Estate – 20 zoning district and has been within this zoning designation since the City of Tomball adopted zoning in 2008. North of the subject property is Single Family Estate 20 (SF-20-E) zoning occupied by a single-family residence. East of the site is Agricultural (AG) zoning occupied by a single-family residence. West of the subject property is Single Family Estate 20 (SF-20-E) zoning with a Conditional use Permit (CUP #19), this property is occupied by wedding/event reception venue. South of the subject property is Commercial (C) zoning that is vacant, 1.79 acres of this property was rezoned from SF-20-E to Commercial in 2020 to accommodate on-site stormwater detention.

Comprehensive Plan Recommendation: The property is designated as “Ranch Rural & Estate” by the Comprehensive Plans Future Land Use Map. This Ranch Rural & Estate category is intended to identify areas that represent bucolic character. The land use category is defined by the abundance of natural landscape and may include limited agricultural enterprises.

According to the Comprehensive Plan, land uses should consist of large lot residential, conservation subdivisions, and agricultural enterprises. The built environment should be complemented by large amounts of green space such as mature woodlands or pasture.

The Comprehensive Plan recommends the zoning districts of – Agricultural (AG), Single Family Residential Estate Residential (SF-20-E), or Planned Developments (PD)

Staff Review Comments:

The request to rezone the subject property would expand the existing Commercial (C) zoning by approximately 1-acre to accommodate the proposed developments detention pond. City staff believes that this is a marginal expansion to the existing Commercial zoning within the immediate area and will pose no additional adverse impacts to surrounding properties. Furthermore, the intended use of the subject property for detention pond purposes may serve as a buffer between the planned commercial use and existing single family residential uses to the north. This detention pond will also promote the open space encouraged by the Ranch Rural & Estate land use category identified on the Future Land Use Map found within the Comprehensive Plan.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on October 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-17.

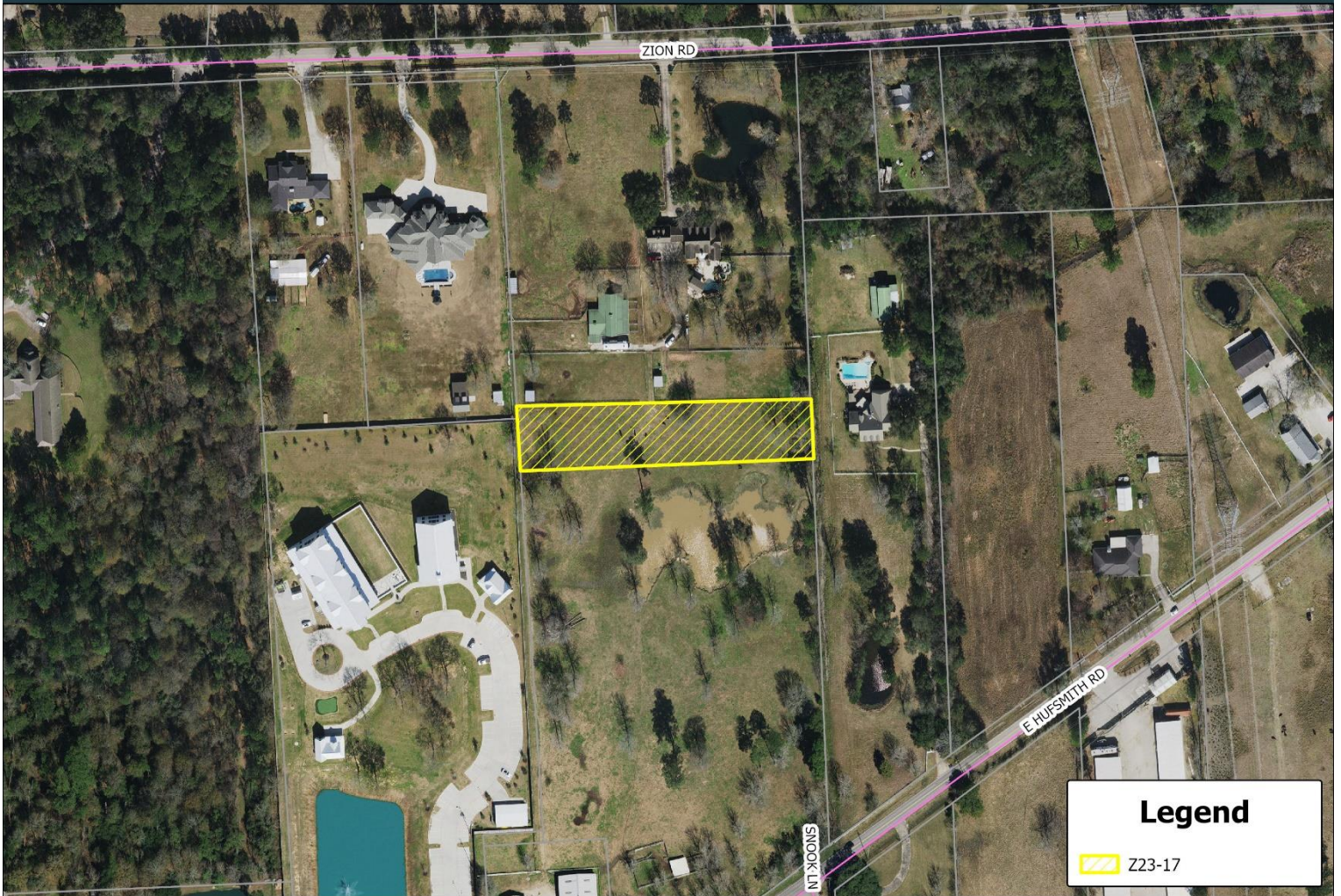
EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Current Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location



Legend


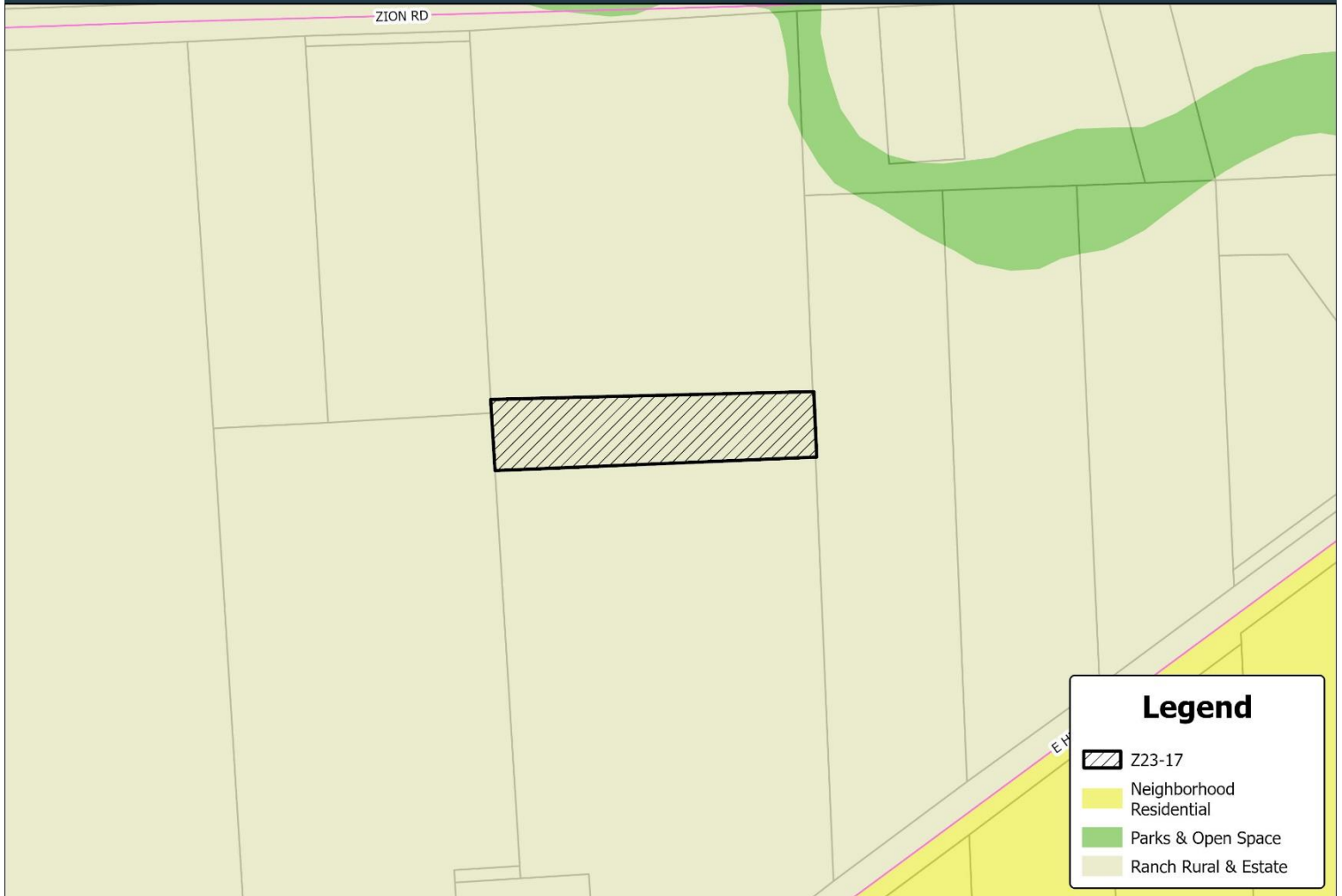
 Z23-17

Exhibit "B"
Future Land Use Plan



Future Land Use



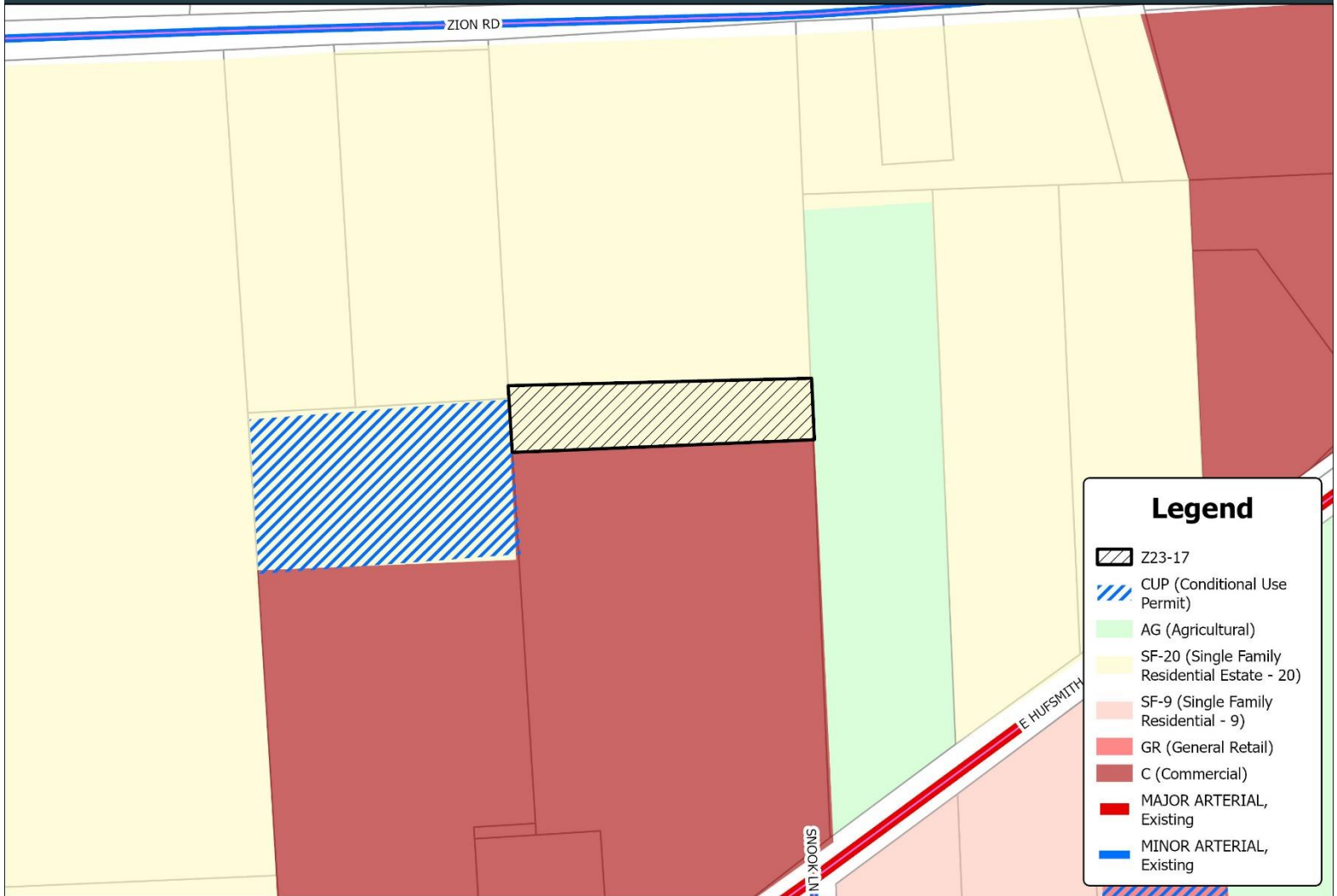
Legend

-  Z23-17
-  Neighborhood Residential
-  Parks & Open Space
-  Ranch Rural & Estate

Exhibit "C"
Zoning Map



Zoning



**Exhibit “D”
Site Photo(s)**

Subject Site (north of E. Hufsmith)



Subject Site (south of Zion)



Neighbor (east)



Neighbor (west)



Neighbor (southwest)



Neighbor (northwest)



Exhibit "E"

Rezoning Application

DocuSign Envelope ID: 08AA7C64-CA8F-4D3C-9723-7D422096C135

Revised: 10/1/2022



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/securesend
USERNAME: tomballdd
PASSWORD: Tomball

Applicant

Name: Sendero Ventures LLC Title: Managing Member
Mailing Address: 26410 Oak Ridge Dr #108 City: The Woodlands State: TX
Zip: 77380 Contact: Juan Sanchez & Scott Burrer
Phone: (832) 607-8678 Email: juan@senderogroup.net

Owner

Name: Daniel Rodano Title: owner
Mailing Address: 12125 Zion Rd City: Tomball State: TX
Zip: 77375 Contact: _____
Phone: () Email: _____

Engineer/Surveyor (if applicable)

Name: DPK Engineering; David Kelley Title: Engineer
Mailing Address: P.O. Box 823 City: Fulshear State: TX
Zip: 77441 Contact: _____
Phone: (281) 300-1869 Fax: (281) 346-2616 Email: david.kelly@dpkengineering.com

Description of Proposed Project: _____

Property is on the north side of E Hufsmith Rd, directly across from Flax Ct,
Physical Location of Property: 0.4 miles from Zion Rd intersection
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: PT TRS 6A 12A 18A 24A 30A & 36A (AG-USE) TOMBALL OUTLOTS
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF-20-E

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Revised: 10/1/2022

Current Use of Property: vacant landProposed Zoning District: C- Commercial DistrictProposed Use of Property: office/warehouse business park developmentHCAD Identification Number: 0352820000179 Acreage: 7.088 acres

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.

DocuSigned by:
JUAN C. SANCHEZ 10/17/2023
7FADB22569A54F3...

X

Signature of Applicant Date

DocuSigned by:
[Signature] 9/30/2023
00430009E4FAE4FD...

X

Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

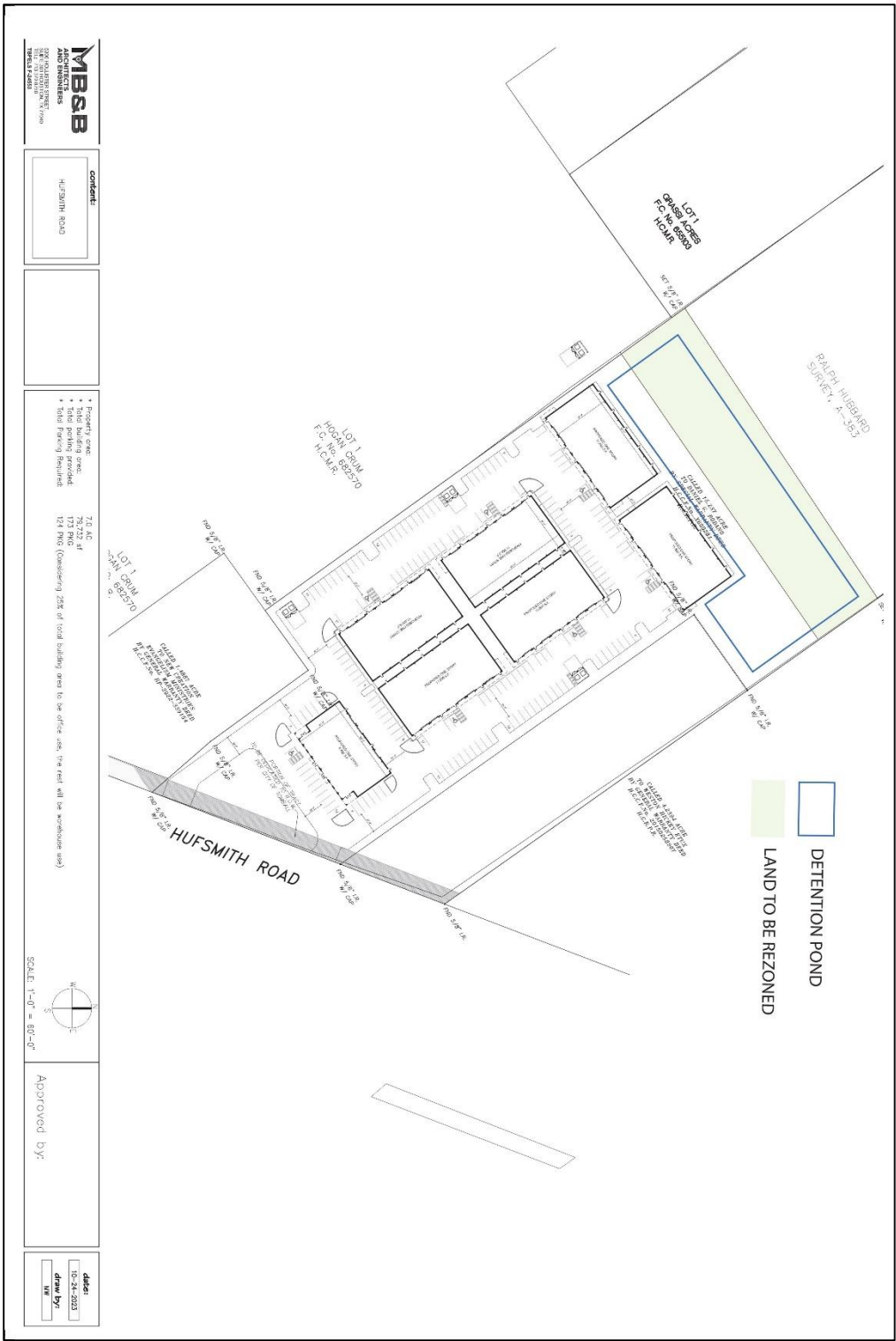
The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.





FIELD NOTES
TO BE ZONED COMMERCIAL

Description of 1.057 acres (46,040 square feet) of land situated in the John S. Smith Survey, Abstract No. 730, Harris County, Texas; being a portion of a called 15.237 acre tract to Daniel G. Rodano by Special Warranty Deed of land as recorded in Harris County Clerk's File No. X609281, said 1.057 acre tract being more particularly described as follows (all bearings are based NAD83 Texas State Plane Coordinate System):

COMMENCING at a found 5/8-inch iron rod for the southwest corner of said 15.237 acre tract, the southeast corner of a called 0.850 acre residual of a called 15.2374 acres as recorded under Harris County Clerk's File No. X609278 and in the northwest right-of-way of Huffsmith Road;

THENCE, North 02°57'19" West, along the west line of said 15.237 acre tract and the east line of said 0.850 acre, a west line of a called 2.792 acre to Hogan Crum, LLC by General Warranty Deed as recorded under Harris County Clerk's File No. RP-2017-108431, passing a found 5/8-inch iron rod with cap at 339.17 feet and a called 7.000 acre tract to Hogan Crum, LLC by General Warranty Deed as recorded under Harris County Clerk's File No. RP-2017-46121 a total distance of 931.85 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE, North 02°57'19" West, along the west line of said 15.237 acre tract and the east line of said 7.000 acre tract a distance of 104.70 feet to a found 5/8-inch iron rod with cap for the northwest corner of the herein described tract;

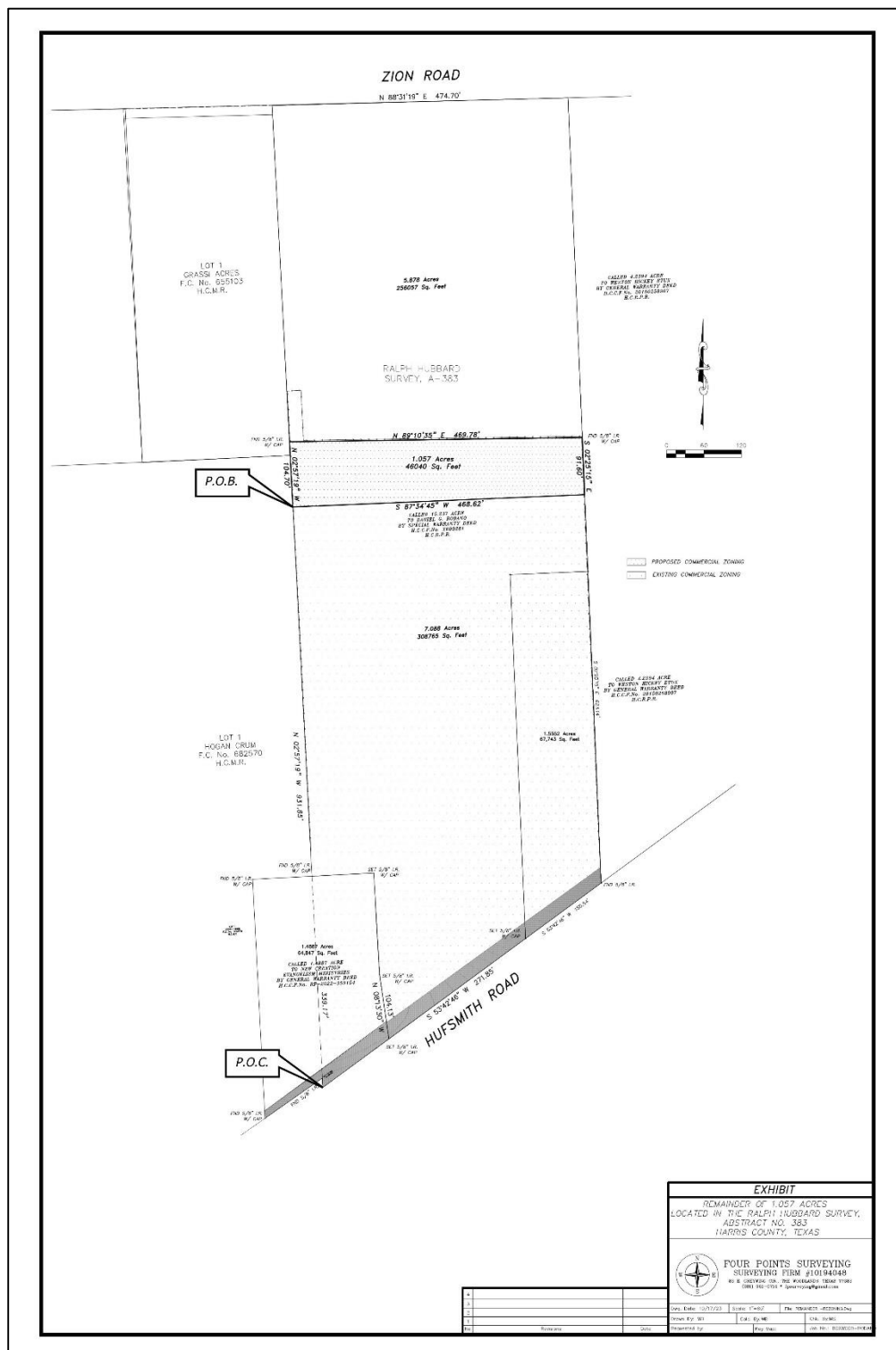
THENCE, North 89°10'35" East, over and across said 15.237 acre tract a distance of 469.78 feet to a found 5/8-inch iron rod with cap for the northeast corner of the herein described tract and in the west line of a called 4.2394 acre tract to Weston Hickey ETUX by General Warranty Deed as recorded under Harris County Clerk's File No. 20150258907;

THENCE, South 02°25'15" East, along the east line of said 15.237 acre tract and the west line of said 4.2394 acre tract a distance of 91.60 feet to point for the southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears South 02°25'15" East, 623.14 feet, for the southeast corner of the said 15.237 acre tract and in the northwest right-of-way of said Huffsmith Road;

THENCE, South 87°34'45" West, continuing over and across said 15.237 acre tract 468.62 feet to the POINT OF BEGINNING and containing a computed area of 1.057 acres (46,040 square feet) of land. This description is based on a ground survey and plat prepared by Mark Sherley, Registered Professional Land Surveyor and dated October 17, 2023.


Mark L. Sherley
Registered Professional Land Surveyor No. 5326





City Council Agenda Item Data Sheet

Meeting Date: November 20, 2023

Topic:

Consideration to Approve **Zoning Case Z23-18**: Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to General Retail (GR). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Zoning Case Z23-18**

Adopt, on First Reading, Ordinance No. 2023-51, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to General Retail (GR). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

The subject property has been within the City Limits of Tomball since at least 1938 and appears to have remained vacant since that time. In 2017, the property was subject the subject of a request for rezoning to Commercial (C) (P17-0036), this request was denied by City Council. The applicants are seeking a rezoning to General Retail (GR). According to the information provided by the applicant the intent is to rezone the property to allow uses such as retail shops, boutique stores, or professional offices.

Origination: Brian Mai

Recommendation:

City staff recommends approval of **Zoning Case Z23-18**. Planning and Zoning Commission recommends approval (4 Votes Aye, 1 Vote Nay).

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2023-51

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.172 ACRES OF LAND LEGALLY DESCRIBED AS LOT 9, BLOCK 1 OF MAIN STREET – TOMBALL FROM SINGLE FAMILY RESIDENTIAL – 6 (SF-6) TO GENERAL RETAIL (GR). THE PROPERTY IS LOCATED WITHIN THE 100 BLOCK (EAST SIDE) OF HOLDERRIETH BOULEVARD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Brian Mai has requested changing the zoning district classification of approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to General Retail (GR). The property is located within the 100 block (east side) of Holderrieth Boulevard within the City of Tomball, Harris County, Texas; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2023.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2023.

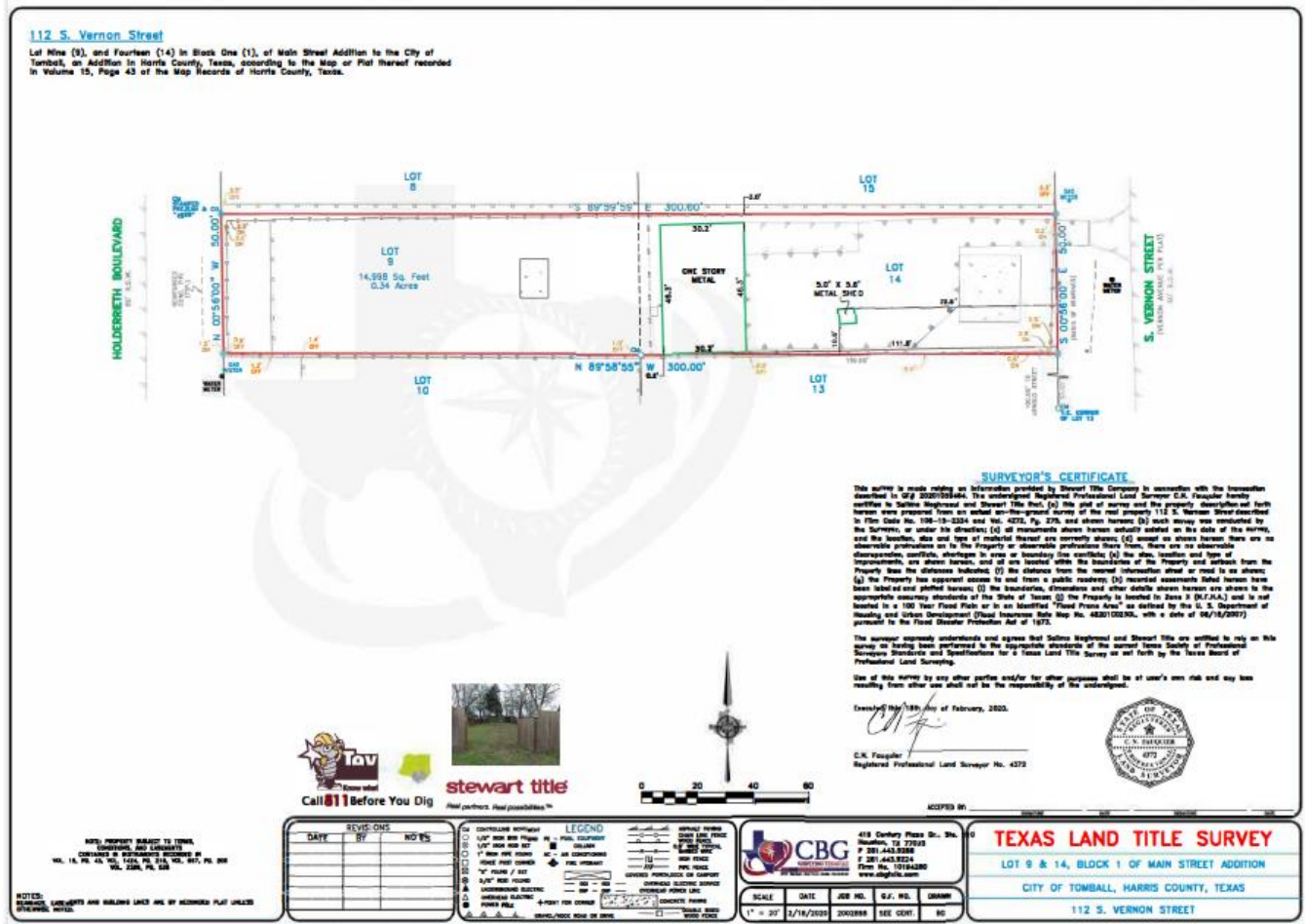
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
NOVEMBER 13, 2023
&
CITY COUNCIL
NOVEMBER 20, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, November 13, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, November 20, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z23-16: Request by HH 11701 Properties LLC., represented by Austin Haynes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas.

Zoning Case Z23-17: Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.

Zoning Case Z23-18: Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to Commercial (C). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Jared Smith, at (281) 290-1491 or at jasmith@tomballtx.gov.

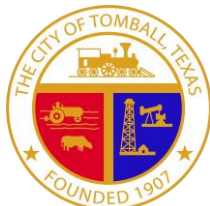
CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of November 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Jared Smith

Jared Smith
City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z23-18

10/26/23

The Planning & Zoning Commission will hold a public hearing on **November 13, 2023 at 6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to Commercial (C). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **rezoning**. The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **November 20, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address jasmith@tomballtx.gov

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1491 if you have any questions about this notice.

CASE #: Z23-18

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Mailing To: Community Development Department
501 James St., Tomball TX 77375

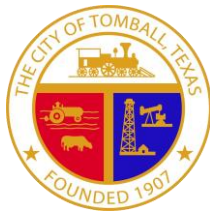
Name:
Parcel I.D.:
Address:

Email: jasmith@tomballtx.gov

I am in favor ☐
Additional Comments:

I am opposed ☐

Signature: _____

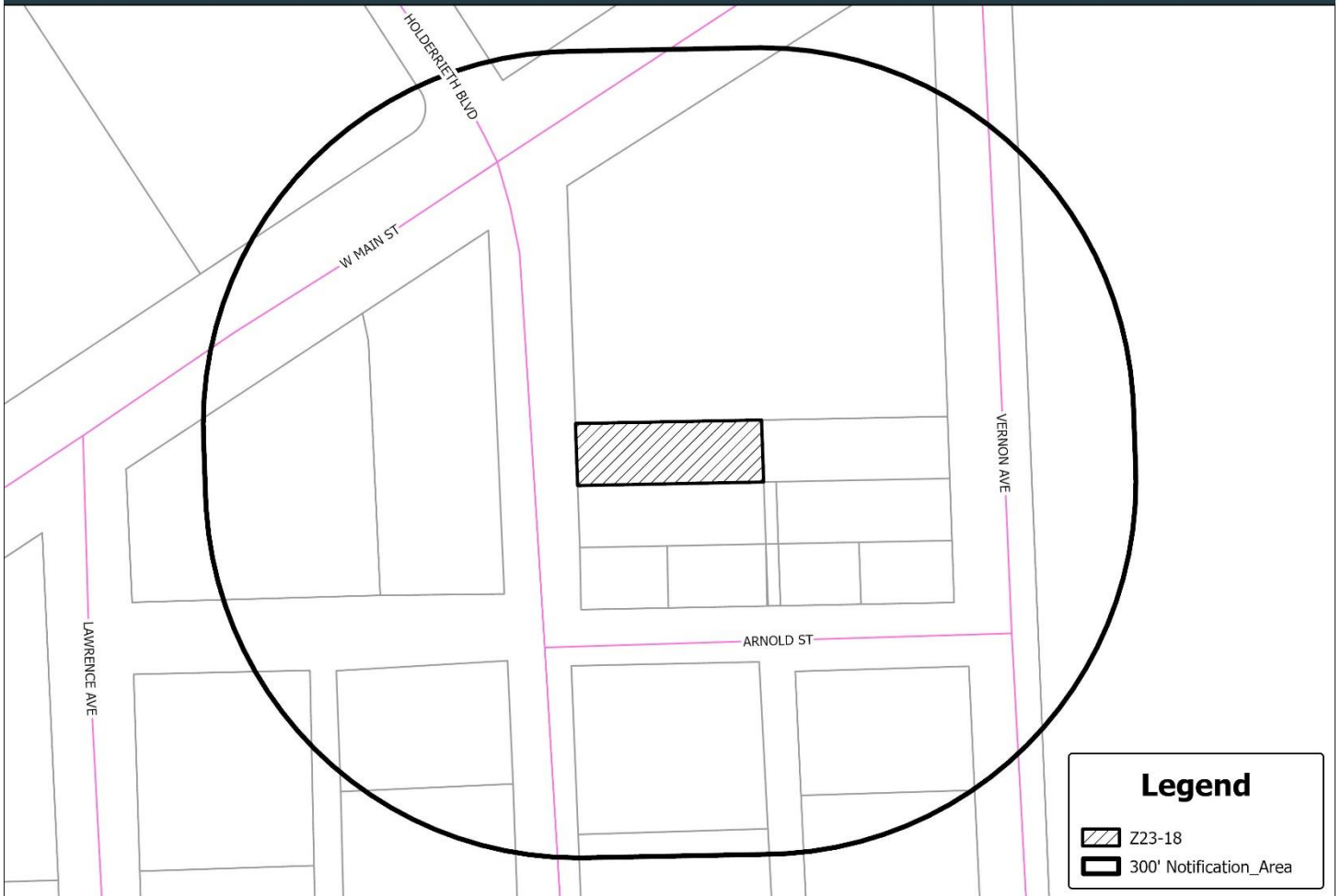


City of Tomball
Community Development Department

Z23-18



Notification Area



CASE #: Z23-18

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: STOKES MELISSA J C/O MJS LIVING TRUST
Parcel I.D.: 0670990010019
Address: 116 S VERNON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: jasmith@tomballtx.gov

I am in favor ☒

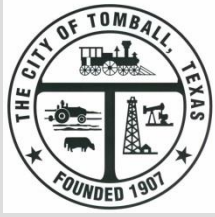
I am opposed ☐

Additional Comments:

Signature: 

This block should all be zoned mixed use/commercial. Proximity to the school, CVS, Main st. and the auto shop make it not great as a residential area. I am in favor of rezoning Arnold/Holderrith/Vernon block in the future.

501 James Street • TOMBALL, TEXAS 77375



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: November 13, 2023

City Council Public Hearing Date: November 20, 2023

Rezoning Case: Z23-18
Property Owner(s): Brian Mai
Applicant(s): Brian Mai
Legal Description: Lot 9, Block 1 of Main Street – Tomball
Location: 100 block (east) of Holderrieth Blvd. (Exhibit “A”)
Area: 0.172 acres
Comp Plan Designation: Neighborhood Commercial (Exhibit “B”)
Present Zoning: Single-Family Residential -6 district (Exhibit “C”)
Request: Rezone from the Single-Family Residential – 6 (SF-6) to General Retail (GR) district

Adjacent Zoning & Land Uses:

North: Single-Family Residential -6 (SF-6) & Commercial (C) / CVS Pharmacy

South: Single-Family Residential –6 (SF-6) / Single Family Residence

West: Commercial (C) / Printing Equipment Supplies & Repair

East: Commercial (C) / Auto Repair (Major)

BACKGROUND

The subject property has been within the City Limits of Tomball since at least 1938 and appears to have remained vacant since that time. In 2017, the property was the subject of a request for rezoning to Commercial (C) (P17-0036), this request was denied by City Council. The applicants are seeking a rezoning to General Retail (GR). According to the information provided by the applicant the intent is to rezone the property to allow uses such as retail shops, boutique stores, or professional offices.

ANALYSIS

Description: The subject property comprises approximately 0.17 acres, located in 100 block (east side) of Holderrieth Boulevard. The property is currently located within the Single Family Residential – 6 (SF-6) zoning and has been within this zoning classification since the City of Tomball adopted zoning in 2008. North of the subject property is split zoned Single Family Residential – 6 and Commercial, this property is occupied by a CVS pharmacy. East of the subject property is existing Commercial zoning occupied by an automotive repair shop.

South of the subject property is Single Family Residential – 6 zoning, within which a single family residence is located. West of the subject property (west of Holderrieth Boulevard) is Commercial zoning occupied by a printing equipment supplies and retail business.

Comprehensive Plan Recommendation: The property is designated as “Neighborhood Commercial” by the Comprehensive Plan Future Land Use Map. This Neighborhood Commercial land use category is intended to foster commercial uses that are developed with the appropriate context, scale, and design to compliment residential development. These are areas intended to be accessible by both vehicles and pedestrians.

According to the Comprehensive Plan, appropriate land uses within this land use category include restaurants, retail, professional services, clinics, and offices. Secondary uses include places of assembly or event venues, local utility services, and government facilities.

The Comprehensive Plan recommends the zoning districts of Office (O), General Retail (GR), or Planned Developments (PD) for the Neighborhood Commercial land use category.

Staff Review Comments:

The Comprehensive Plan endorses transitional zoning districts to “step down” land use intensities when rezoning properties. This is particularly true when considering commercial zoning districts near residential. The Neighborhood Commercial land use category identifies General Retail (GR) zoning as being appropriate for promoting land uses that will assist in achieving the goals and objectives of the land use category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on October 26, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z23-18.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Current Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location

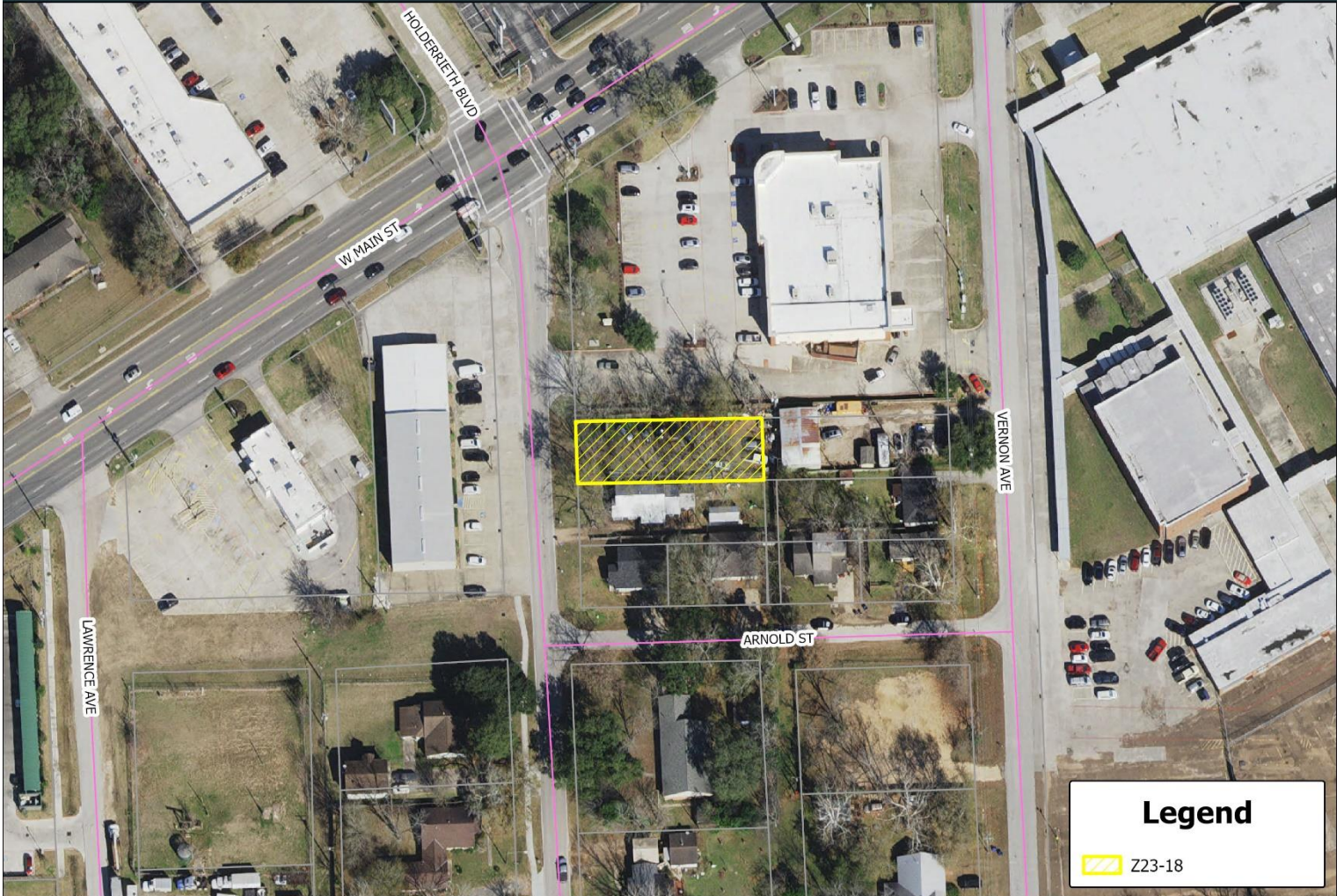


Exhibit "B"
Future Land Use Plan



Future Land Use

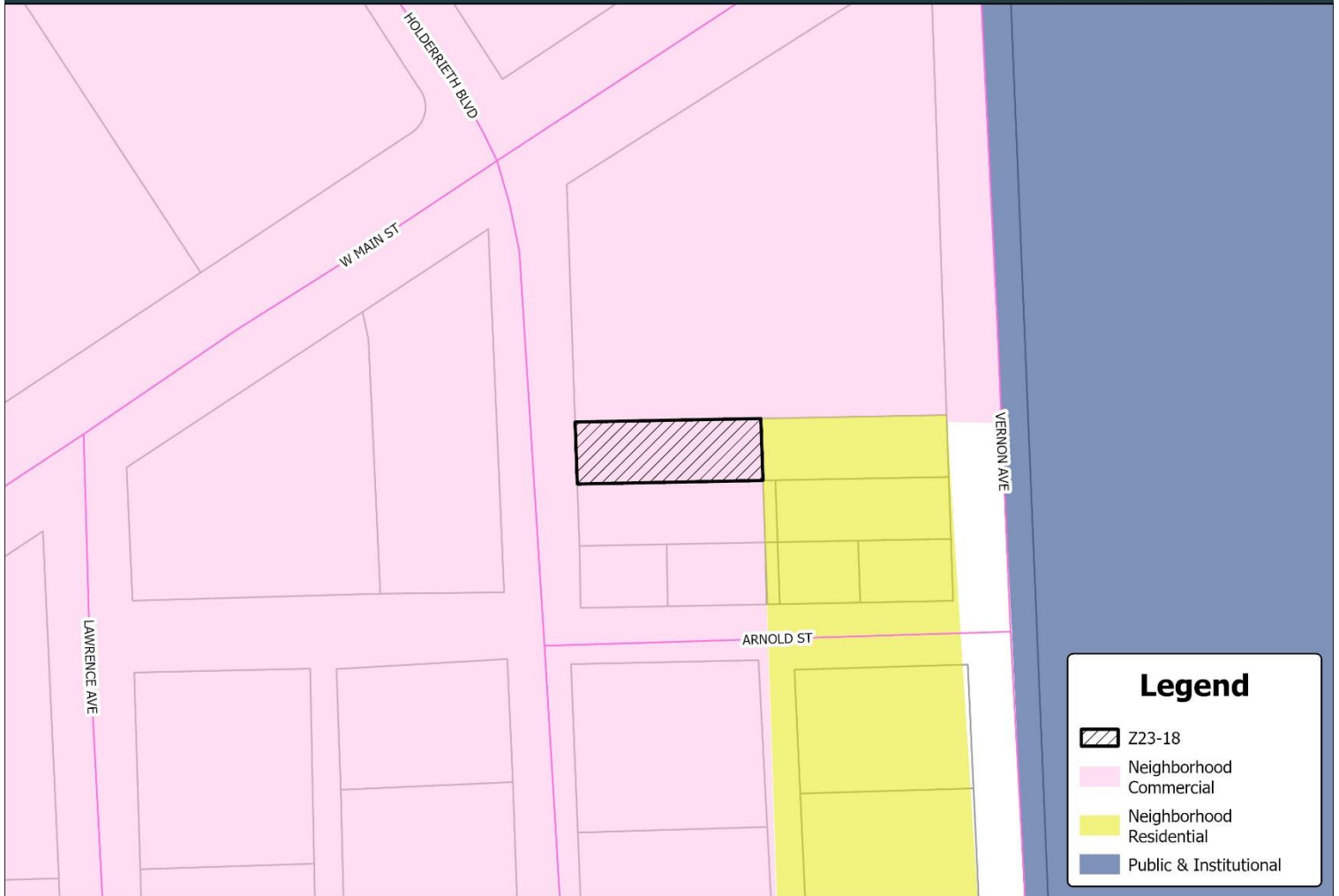


Exhibit "C"
Zoning Map



Zoning



Legend

-  Z23-18
-  SF-6 (Single Family Residential -6)
-  OT & MU (Old Town & Mixed Use)
-  C (Commercial)
-  COLLECTOR, Existing
-  MAJOR ARTERIAL, Existing

**Exhibit “D”
Site Photo(s)**

Subject Site



Neighbor (West)



Neighbor (East)



Neighbor (North)



Neighbor (South)



Exhibit "E"

Rezoning Application

Revised: 10/1/2022



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: tomballtx.gov/secure/send
USERNAME: tombalcedd
PASSWORD: TomballI

Applicant

Name: Brian T. Mai Title: Owner
Mailing Address: 112 S Vernon Street City: Tomball State: TX
Zip: 77375 Contact: Brian Mai
Phone: (978) 761-8840 Email: maibrian08@gmail.com

Owner

Name: Brian T. Mai Title: Owner
Mailing Address: 112 S Vernon Street City: Tomball State: TX
Zip: 77375 Contact: Brian T. Mai
Phone: (978) 761-8840 Email: maibrian08@gmail.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: Small commercial space may include retail shops, boutique stores, or Professional offices.

Physical Location of Property: Lot nine (9) in Block one (1) - Main Street - Tomball - Faced Holderrieth Bldv
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LT9 BLK1 - MAIN STREET - TOMBALL
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Single Family 20 Estate District

Current Use of Property: vacant

Proposed Zoning District: General Retail (GR)

Proposed Use of Property: Small commercial space may include retail shops, boutique stores,
or Professional offices.

HCAD Identification Number: 0670990010009 Acreage: 0.172

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 Brian Mai 09/15/2023
Signature of Applicant Date

X Brian Mai 09/15/2023
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc., have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

Brian T. Mai
112 S Vernon Street
Tomball, TX 77375
maibrian08@gmail.com
(978)761-8840

September 15, 2023

City Zoning and Planning Commission
501 James Street
Tomball, TX 77375

Subject: Request for Rezoning of Residential Vacant Lot to Commercial Use

Dear City Zoning and Planning Commission,

I hope this letter finds you in good health and high spirits. I am writing to respectfully request your consideration for the rezoning of a residential vacant lot located adjacent to a commercial lot in our beloved city. This proposal aims to convert the aforementioned lot from its current residential zoning to commercial use. I would like to outline the reasons for this request and address the pertinent issues relating to this matter.

Firstly, it is important to acknowledge the evolving needs of our community. As our city continues to grow and flourish, it is crucial that we adapt our zoning regulations to accommodate the changing landscape. The proximity of the residential vacant lot to an existing commercial lot presents an opportunity to foster economic growth and development in the area. By rezoning this lot for commercial use, we can attract new businesses, create employment opportunities, and enhance the overall vibrancy of our community.

Furthermore, rezoning this residential lot to general commercial use aligns with the city's long-term vision for strategic urban planning. The current zoning classification may not fully utilize the potential of this land. By embracing a more versatile zoning designation, we can optimize land use efficiency and encourage responsible development that aligns with the city's goals and objectives.

I understand that rezoning decisions must be made with careful consideration of potential impacts on the surrounding environment and nearby residents. However, I would like to assure you that this proposal has been thoroughly evaluated to minimize any adverse effects. We are committed to working closely with city planners, environmental agencies, and neighborhood associations to conduct comprehensive impact assessments, implement appropriate mitigation measures, and ensure that any potential concerns are addressed.

In conclusion, the rezoning of the residential vacant lot adjacent to the commercial lot to commercial use holds immense potential for our city's growth, economic prosperity, and community development. I kindly request that you carefully review and consider this proposal, taking into account its alignment with the city's long-term vision and the opportunities it presents for our community.

Thank you for your time, attention, and dedication to serving our city. I remain at your disposal for any further information or clarification you may require. I am confident that together, we can make informed decisions that will enhance the quality of life for all city residents.

Yours sincerely,

Brian Mai

Brian T. Mai

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: November 20, 2023

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

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