NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, November 03, 2025
5:00 P.M.

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 03, 2025 at 5:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 848 8813 6756 Passcode: 581176.** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

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

C. General Discussion

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

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

1. Workshop Discussion Only – Zoning Case Z25-11: Request by 2S & Z Investments LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 2.109 acres of land legally described as being two tracts of land (1.047 and 1.062 acres), each being a portion of Lot 477 of Tomball Townsite from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 22700 Hufsmith–Kohrville Road, within the City of Tomball, Harris County, Texas.

2. Workshop Discussion Only – Zoning Case Z25-12: Request by Harkins Medical Properties LTD, represented by Dennis Conde, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.140 acres of land legally described as being a portion of Lot 6 of Tomball Medical Park Replat of Reserve "B" and a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 from the Agricultural (AG) zoning district to the Duplex (D) zoning district. The property is located within the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

3. Workshop Discussion Only – Zoning Case Z25-13: Request by Pitcher Realty Group LLC, represented by Mundy Property Holdings PLLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.9966 acres of land legally described as being two tracts of land (0.660 and 0.3366 acres) situated within the Joseph House Survey, Abstract No. 34 from the Single-Family Residential (SF-9) zoning district to the Office (O) zoning district. The property is located at 13519 Zion Road, within the City of Tomball, Harris County, Texas.

4. Workshop Discussion Only – Approve a services agreement with Hydro Clear Services, LLC for a vac-truck services and regular maintenance of sewer components for a total annual amount not-to-exceed $160,000 (CSB No. 2025-19), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

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

F. Invocation led by Pastor Jason Schleicher, Salem Lutheran Church

G. Pledges to U.S. and Texas Flags

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

I. Presentations

1. Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of $2000 for the 2025 Holiday Heroes Event.

J. Reports and Announcements

1. Announcements

I. **Upcoming events**:

- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd)
- November 8, 2025 – Tidy Up Tomball from 8:00 – 11:30 a.m. at First Baptist Church Parking Lot (407 Houston St)
- November 8, 2025 – 2nd Saturday at the Depot from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- November 13, 2025 – Kaffeeklatsch Holiday Special from 11:30 a.m. – 1:00 p.m. at Tomball Community Center
- November 20, 2025 – Let's Talk! from 5:00 – 7:30 p.m. at Tomball Community Center

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

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

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

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

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

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

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

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

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

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

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

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

1. Approve Minutes of Oct. 20, 2025, Regular City Council meeting.

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

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

4. Approve an expenditure of greater than $100,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of $116,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2025-2026 Budget.

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

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

7. Consideration and possible action to cancel the existing professional services agreement with Teague Nall and Perkins, Inc., dated August 18, 2025, and approve a new professional services agreement with Teague Nall and Perkins, Inc. for engineering services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant related to the Carrell & Lovett Storm Sewer Improvements for an amount not-to-exceed $1,460,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

8. Approve changes to Administrative Policy No. 23, Park Reservation.

9. Approve changes to Administrative Policy No. 24, Sports Courts Reservation.

M. New Business

1. **Public Hearing 6:00 P.M.** and Consideration of and action on Ordinance No. 2025-49, an Ordinance granting the request for annexation of a certain tract of land being a 1.9756 acre (86,058 square feet) tract of land, situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas; being out of and a part of lot Four Hundred and Seventy-Seven (477), of Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof, as recorded in Volume 2, Page 65, of the map records of Harris County, Texas (H.C.M.R.); said 1.9756 acre tract being out of and a part of a 1.0472 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under Harris County Clerk's File Number (H.C.C.F. No.) RP-2025-238354 and out of and a part of a 1.062 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under H.C.C.F. No. RP-2025-244581; providing for a service plan; providing for severability.

2. Approve the Appointment, by the City Manager, of Sakura Moten as Assistant City Manager, effective November 17, 2025.

3. Approve Resolution No. 2025-55, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2026 General Assembly.

4. Approve changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

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

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

- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

N. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 28th day of October 2025 by 5:00 p.m., and remained posted for at least three consecutive business days preceding the scheduled time of said meeting.

_____
Thomas Harris III, TRMC
City Secretary

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

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

Origination:

Recommendation:

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

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:
Zoning Case Z25-11: Request by 2S & Z Investments LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 2.109 acres of land legally described as being two tracts of land (1.047 and 1.062 acres), each being a portion of Lot 477 of Tomball Townsite from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 22700 Hufsmith–Kohrville Road, within the City of Tomball, Harris County, Texas.

Background:

Origination: 2S & Z Investments LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

APPLICATION FOR 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.

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

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: 2S & Z Investments LLC (Shan Ali) Title: Manager

Mailing Address: 15110 Mintz Ln City: Houston State: TX

Zip: 77014 Contact: 832-630-1758

Phone: (832) 630-1758 Email: shanali1@icloud.com

Owner

Name: 2S & Z Investments LLC (Shan Ali) Title: Manager

Mailing Address: 15110 Mintz LN City: Houston State: TX

Zip: 77014 Contact: Shan Ali

Phone: (832) 630-1758 Email: shanali1@icloud.com

Engineer/Surveyor (if applicable)

Name: Advance Surveying INC Title: _____

Mailing Address: 10518 Kipp Way Drive Suite A-2 City: Houston State: TX

Zip: 77099 Contact: Lisset Campos

Phone: (210) 6532517 Fax: (____) _____ Email: lisett@asi23.com

Description of Proposed Project: Commercial Corridor Retail Center

Physical Location of Property: SE corner of Weirich Rd and Huffsmith Kohrville

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 477A & 477C Tomball Outlots

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Select a Zoning District
N/A - Not Applicable

Current Use of Property: Vacant Land

Proposed Zoning District: Commercial (C)

Proposed Use of Property: Cstore/Retial Center

HCAD Identification Number: 0352960000520 and 03529 Acreage: 1.9ac +/-

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 _____ 09/22/2025

Signature of Applicant **Date**

X _____ 09/22/2025

Signature of Owner **Date**

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: $1,000.00 (standard zoning) or $1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted 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.

Rezoning Letter

September 22, 2025

City of Tomball
Planning and Zoning
501 James St.
Tomball, TX 77375

Re: Rezoning Letter
Proposed Zoning- Commercial (Commercial Corridor)
Huffsmith Kohrville and Weirich Rd.

Location: Parcel Numbers HCAD : 0352960000507 & 0352960000520
Existing Zoning: Annexation in Process (Agricultural)
Proposed Zoning: Commercial
Future Land Use (2025): Commercial Corridor
Acreage of Property to be rezoned: 1.9AC +/-

To Whom It May Concern:

We are requesting zoning change for the parcels 0352960000507 & 0352960000520. (See exhibit A) SE corner of Weirich rd and Huffsmith Kohrville RD.

The City of Tomball Future Land Use Map proposes Commercial Corridor for these 2 tracts. (See Exhibit B)

We are wanting to develop a Retail Center with Tenants lined up. Commercial corridor per the city zoning allows for this type of land use.
Currently the parcels are ETJ to City of Tomball and are in process for annexation and platting. After annexation the property automatically is zoned for Agricultural. (standard per Predevelopment Meeting with city of Tomball)
Our request for zoning change is consistent with the surrounding neighbors

and Comprehensive Plan 2025. Exhibit B shows surrounding parcels to be the same zoning as requested. We appreciate you all for taking your time and reviewing our request.

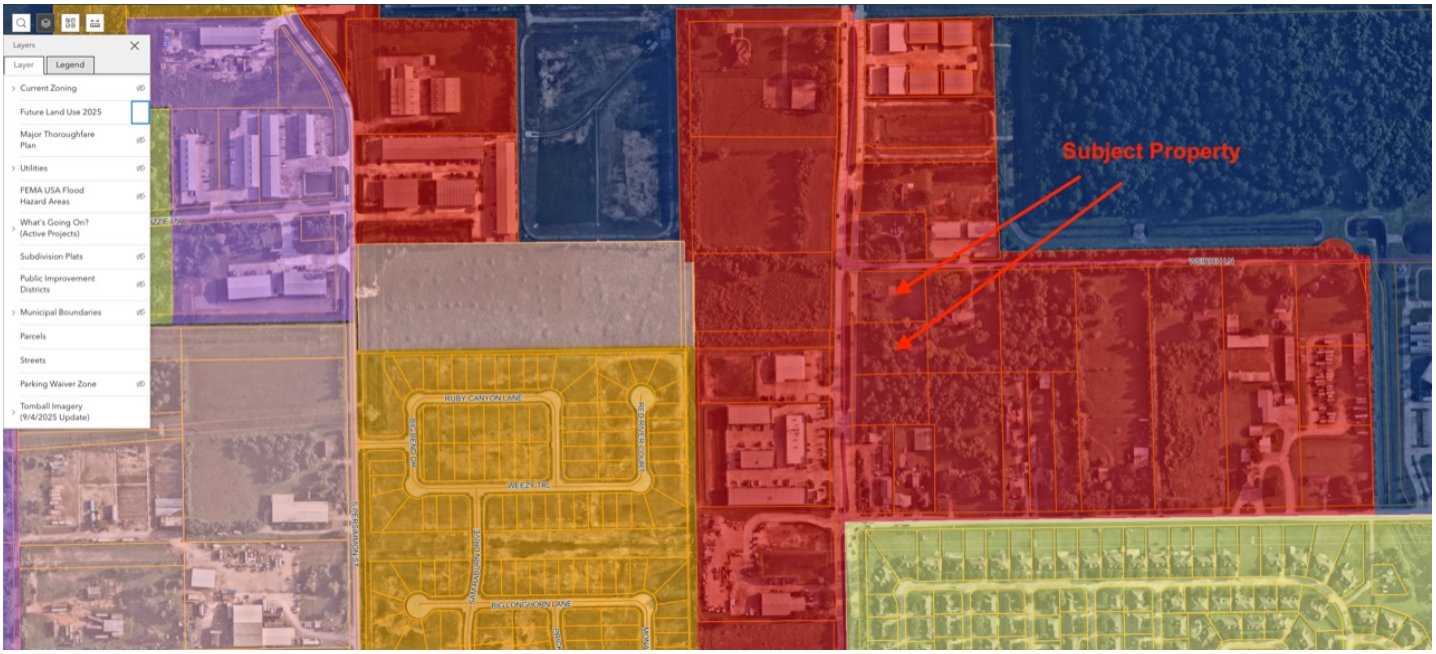
If you have any questions or Concerns, please don't hesitate to reach out.

Thank you for your time,

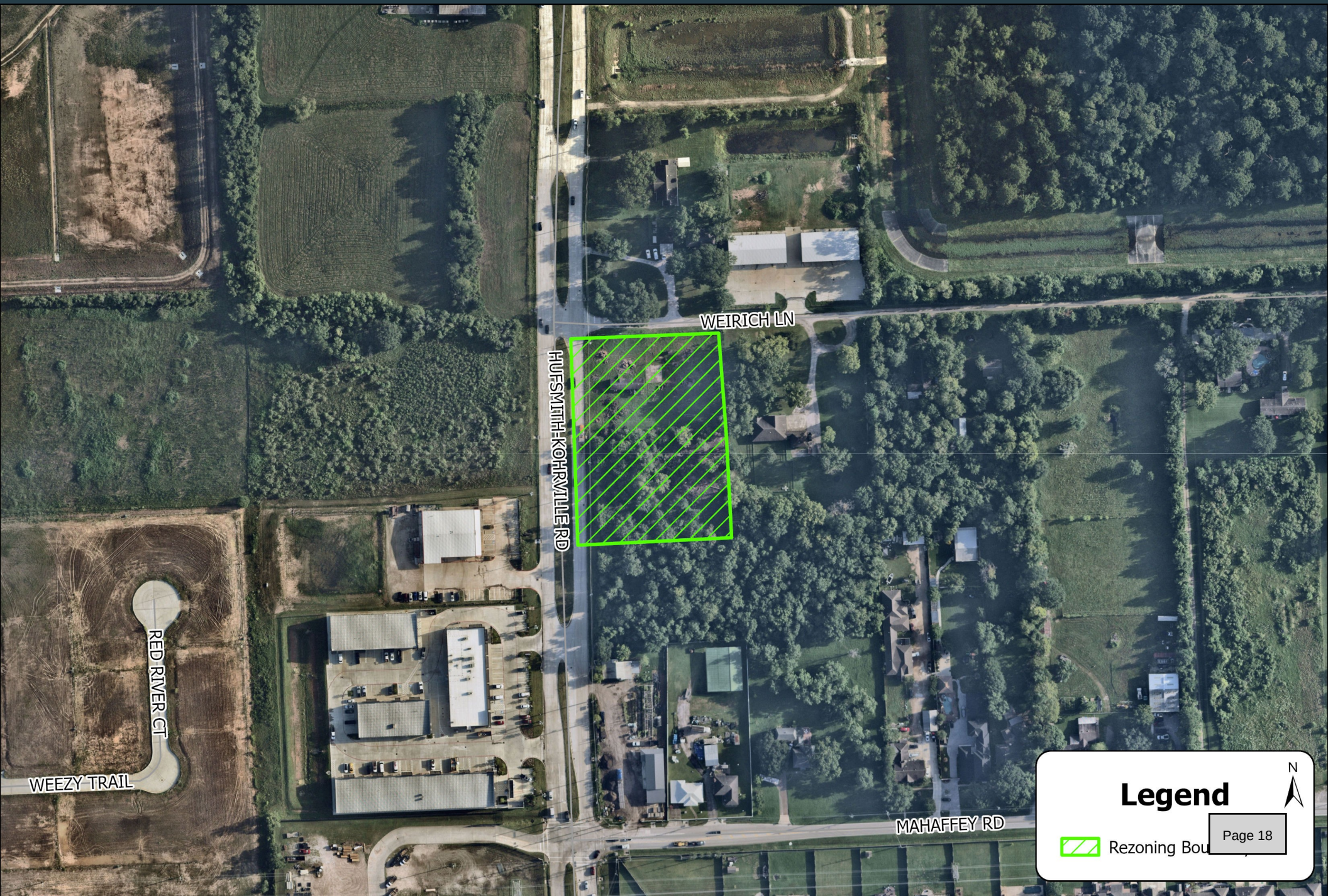
Shan Ali, Manager
2S & Z Investments LLC
832-630-1758
Shanali1@icloud.com

Exhibit A: Harris County Appraisal District *hcad.org

Exhibit B: City of Tomball Future Zoning Map 2025 *tomballtx.gov



Location


WEIRICH LN
HUFSMITH-KOHRVILLE RD
RED RIVER CT
WEEZY TRAIL
MAHAFFEY RD
N
Legend
Rezoning Bou

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:
Zoning Case Z25-12: Request by Harkins Medical Properties LTD, represented by Dennis Conde, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.140 acres of land legally described as being a portion of Lot 6 of Tomball Medical Park Replat of Reserve "B" and a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 from the Agricultural (AG) zoning district to the Duplex (D) zoning district. The property is located within the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas.

Background:

Origination: Harkins Medical Properties LTD

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Revised: 08/25/2023

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.

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

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATIONS SUBMITTAL:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Dennis Conde - Keypride Development Title: President

Mailing Address: 14360 W Sylvanfield City: Houston State: TX

Zip: 77014 Contact: Dennis Conde 281-846-8703

Phone: (281) 846-8703 Email: dennisc@extreme1electric.com

Owner

Name: Harkins Medical Properties Title:

Mailing Address: 455 School Street City: Tomball State: TX

Zip: 77375 Contact:

Phone: (___) ___ Email:

Engineer/Surveyor (if applicable)

Name: Michael Lewis Title: Civil Engineer

Mailing Address: 25511 Budde Rd. Ste 601 City: The Woodlands State: TX

Zip: 77380 Contact: Michael Lewis 281-298-8877

Phone: (281) 298-8877 Fax: (___) ___ Email: mlewis@dts-engineering.com

Description of Proposed Project: Luxury Duplex Community

Physical Location of Property: Medical Complex Drive & School Street

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Jesse Pruitt Survey Abstract # 629 Harris County

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (D) : Duplex Residential

Current Use of Property: N/A - Agg

Proposed Zoning District: (D) : Duplex Residential

Proposed Use of Property: Residential Duplex Community

HCAD Identification Number: HCAD 1223880000027 Acreage: 3.140

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 _____ 9/29/25

Signature of Applicant Date

X _____ 9/29/2025

Signature of Owner Date

City of Tomball
Planning & Zoning Commission
401 Market Street
Tomball, TX 77375

Re: Request for Rezoning from Agricultural Zoning to Duplex Zoning

We respectfully request consideration for a zoning change from *Agricultural Zoning* to *Duplex Zoning* for our property located near the cross section of Medical Complex and School Street being **HCAD 1223880000027** (3.14 Acres).

Our request is based on the growing need for quality housing options within the Tomball area. Converting this property to residential duplex use will help meet community demand by providing well-planned, attainable housing for local families and residents, while supporting the city's growth and long-term livability goals.

Thank you for your time and consideration of this request. We look forward to working with the City of Tomball to support responsible development that benefits the community.

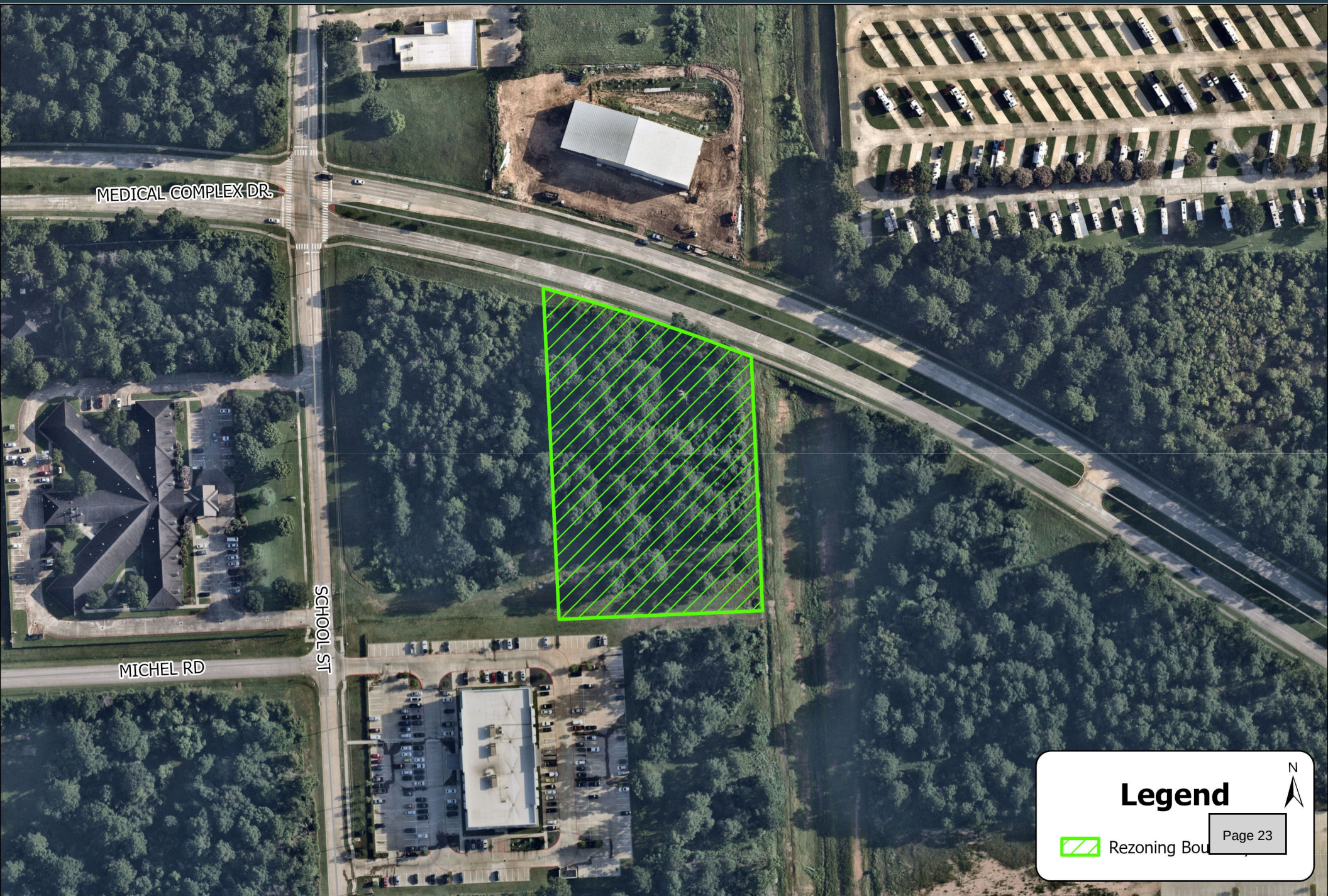
Sincerely,

Dennis Conde / Key Pride Development

14360 W. Sylvanfield Drive

Houston TX 77014

Location


MEDICAL COMPLEX DR.
SCHOOL ST
MICHEL RD
Legend
N
Rezoning Bou

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:
Zoning Case Z25-13: Request by Pitcher Realty Group LLC, represented by Mundy Property Holdings PLLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.9966 acres of land legally described as being two tracts of land (0.660 and 0.3366 acres) situated within the Joseph House Survey, Abstract No. 34 from the Single-Family Residential (SF-9) zoning district to the Office (O) zoning district. The property is located at 13519 Zion Road, within the City of Tomball, Harris County, Texas.

Background:

Origination: Pitcher Realty Group LLC

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

Revised: 08/25/2023

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.

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

- $1,000.00 fee for requests to rezone to standard zoning districts
- $1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:
PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV
WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Mundy Property Holdings , PLLC Title: _____
Mailing Address: 19114 Camden Woods Ct City: Tomball State: TX
Zip: 77377 Contact: Allison Mundy
Phone: (832) 372-9033 Email: allison@mundylegalsvcs.com

Owner

Name: [redacted] Pitcher Realty Group LLC Title: _____
Mailing Address: 13519 Zion Rd City: Tomball State: TX
Zip: 77375 Contact: Sam Shariff
Phone: (713) 806-6939 Email: SAMSHARIFrealtor@gmail.com

Engineer/Surveyor (if applicable)

Name: _____ Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Description of Proposed Project: Convert property from residential to office commercial as the property has been used

Physical Location of Property: 13519 and 13517 Zion Rd Tomball TX 77375
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Tract 14F Abstract 34J House
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: ___ ([redacted]) Single-Family Residential (SF-9)

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

Current Use of Property: N/A

Proposed Zoning District: (O) : Office

Proposed Use of Property: Rental to Mundy Legal Services, LLC - Law Office

HCAD Identification Number: _____ Acreage: ~1.0acre

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 Allison Mundy 9/30/2025

Signature of Applicant **Date**

X Authentisign Garrick Pitcher 10/02/25

Signature of Owner **Date**

Bill Pitcher 10/2/2025

Karen Pitcher 10/2/2025

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

RP-2020-644388
12/30/2020 ER $30.00

GF#1020727 STEWART TITLE /48

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

Warranty Deed with Vendor's Lien

Date: December 28, 2020

Grantor: Shannon Lauve and wife, Denise Lauve

Grantor's Mailing Address:

Shannon Lauve and Denise Lauve
P.O. Box 7
Tomball, Harris County, TX 77377

Grantee: Pitcher Realty Group, LLC a Texas limited liability company

Grantee's Mailing Address:

UNOFFICIAL COPY

Pitcher Realty Group, LLC
206 Chirping Squirrel Ct.
Pinehurst, Montgomery County, Texas 77362

RP-2020-644388

Consideration:

Cash and a note of even date executed by Grantee and Garrick Ray Pitcher, ad payable to the order of Grantor in the principal amount of TWO HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS ($260,000.000). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Anthony T. Sortino, Trustee.

Property (including any improvements):

TRACT I:

All that certain tract or parcel of land containing 0.660 acres of land, more or less, being situated in the Joseph House Survey, Abstract 34, Harris County, Texas, said tract being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest comer of a 0.665 acre tract as recorded in Clerk's File H-193257, being a 5/8 inch iron rod found for corner in the Southerly right-of-way line of Zion Road (variable right-of-way);

THENCE along said Southerly right-of-way line of Zion Road and along a curve to the

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

left with a radius of 930.00 feet and a length of 96.26 feet to a 5/8 inch iron road found for corner;

THENCE North 58 deg 51 min 11 see East, continuing along said Southerly right-of-way line of Zion Road, a distance of 34.51 feet to a 5/8 inch iron rod found for corner;

THENCE continuing along said Southerly right-of-way line of Zion Road, and along a curve to the left with a radius of 2040.00 feet and a length of 19.33 feet to a 1/2 inch iron rod set for corner;

THENCE South 01 deg 49 min 23 see East, a distance of 248.94 feet to a 1/2 inch iron road set for corner;

THENCE South 87 deg 57 min 27 see West, a distance of 134.96 feet to a 5/8 inch iron rod found for corner;

THENCE North 01 deg 36 min 46 sec West, a distance of 182.64 feet to the POINT OF BEGINNING of the herein described tract of land, and containing 0.660 acres of land, more or less.

TRACT II:

BEING 0.3366 acres of land out of the Joseph House Survey, Abstract 34, Harris County, Texas, and being out of and a part of that certain 1.00 acre tract described in deed from R. A. Martens and wife, Ella Martens, to J. C. Patton and wife, Alma Patton, by deed dated May 6, 1967, recorded in Volume 6762, Page 340, Deed Records, Harris County, Texas, reference to which instrument and its record is here made for all purposes; said 0.3366 acres being more particularly described as follows:

BEGINNING at a 2-1/2 inch iron pipe marking the Northeast corner of said 1.00 acre tract, said point being in the Southerly line of Sandy Lane (60 feet wide);

THENCE South 00 degrees 10 minutes 45 seconds East along the East line of said 1.00 acre tract 281.67 feet to a 1-inch iron bolt found marking the Southeast corner of said 1.00 acre tract;

THENCE South 89 degrees 27 minutes 18 second West along the South line of said 1.00 acre tract 54.63 feet to a 5/8 inch iron rod for corner;

THENCE North 00 degrees 16 minutes 42 seconds West 251.03 feet to a 1/2 inch iron rod for corner in the Southerly line of Sandy Lane;

THENCE North 60 degrees 32 minutes 14 seconds East along the Southerly line of said Sandy Lane to the **PLACE OF BEGINNING** and containing 0.3366 acres of land.

Reservations from Conveyance: None

RP-2020-644388

VOID WHEN SHOWN

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments in the Official Public Records of Real Property of Galveston County, Texas, other than conveyances of the surface fee estate, that affect the Property all in the Office of the County Clerk of the above mentioned county and state; and taxes for 2020, which have been prorated between the partis, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

SHANNON LAUVE

DENISE LAUVE

COPY NOT OFFICIAL ACTION

RP-2020-644388

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

STATE OF TEXAS §

COUNTY OF HARRIS §

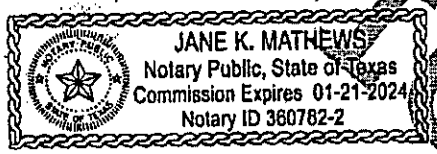
This instrument was acknowledged before me on December 28, 2020, by Shannon Lauve.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on December 28, 2020, by Denise Lauve.



NOTARY PUBLIC, STATE OF TEXAS

UNOFFICIAL COPY

RP-2020-644388

PREPARED IN THE OFFICE OF:

Anthony T. Sortino, Attorney
500 W. Main Street
Tomball, Texas 77375
Tel: (281) 351-4040

Authentisign ID: BC945E62-159F-F011-8E61-002248330C80

RP-2020-644388
Pages 5
12/30/2020 02:11 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $30.00

RP-2020-644388

UNOFFICIAL COPY

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

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

COUNTY CLERK
HARRIS COUNTY, TEXAS

MUNDY LEGAL SERVICES PLLC

ATTORNEYS AT LAW
500 W. Main Street
Tomball, Texas 77375
Tel (281) 466-4469
Fax (281)-547-7514

October 2, 2025

Zoning Authority
City of Tomball
501 James Street
Tomball, TX 77375

Dear Members of the Zoning Authority,

Subject: Request for Zoning Change from Residential (SF-6) to Commercial Office (B) for 13519 Zion Road, Tomball, Texas 77375

I am writing to respectfully request a zoning change for this property from its current residential designation to a commercial office (B) zoning classification. This request is made in consideration of the property's current use, location and the significant benefits such a change would bring to the community.

It is my understanding based on conversation with the current owners that for the past five years, the property located at 13519 Zion Road, Tomball, Texas 77375, has been utilized as a commercial entity, specifically office space for a CPA firm. After their purchase of the property in 2020, significant changes were made to the property to convert the residence into office space, including removal of bedroom closets, washer and dryer connections and general layout modifications.

This use has been conducted without any adverse impact on the surrounding neighborhood, and indeed, it has contributed positively to the local economy by providing tax revenue and employment opportunities. The property's location is ideally suited for commercial activities, given its proximity to Tomball High School, as well as other nearby businesses including a Nationwide Insurance Agency (13818 Zion Rd), Ella's Garden Event Venue (1415 Ulrich Rd) and Texas Star Gymnastics (1230 Ulrich Rd). In fact, this property directly adjoins the THS parking lot on two sides, making it difficult to imagine a residential homeowner wanting to purchase the home.

The current residential zoning designation does not reflect the property's actual use or its potential to further contribute to the economic vitality of the area. A formal change to commercial zoning would not only legitimize the existing use but also allow for potential enhancements and improvements that could further benefit the community. Specifically, Mundy Property Holdings, LLC has a pending offer to purchase the Zion property, for the sole intention of the relocation of Mundy Legal Services from Main Street to this location. I, Allison Mundy, own both Mundy Property Holdings and Mundy Legal Services, PLLC. I am an active member of the Tomball community, my children attend Tomball schools, and my business has called Tomball home since its beginning almost 10 years ago. My current location on Main Street is a

lease, and I have a strong desire to purchase a property in the City of Tomball for long-term investment in the community I call home.

I understand that zoning changes require careful consideration of various factors, including community impact, compliance with local zoning regulations, and alignment with the city's development plans. In this regard, we believe that the proposed change aligns with the city's strategic goals for economic development and urban planning. The property is situated in an area that is gradually transitioning towards mixed-use, and a commercial zoning designation would be consistent with this trend.

I am committed to working closely with the Zoning Authority to address any concerns and to ensure that the transition is smooth and beneficial for all stakeholders involved. We are prepared to provide any additional information or documentation that may be required to facilitate this process.

Thank you for considering this request. We look forward to your favorable response and to the opportunity to further discuss how this zoning change can serve the best interests of the community.

Sincerely,

Allison Mundy

Allison Mundy
For Mundy Property Holdings, LLC and the benefit of
Mundy Legal Services, PLLC
500 W. Main Street
Tomball, TX 77375
281-466-4469
allison@mundylegalsvcs.com
service@mundylegalsvcs.com

Location

COUNTRY LN
COUNTRY MEADOWS DR
COUNTRY CIR
MARTENS RD
GREEN TREE DR
COUNTRY TIME CIR
ZION RD
SPRING KNOLL DR
SPRING FOREST WAY
SLEEPY LN
SPRING CT
TISD
N
Legend
Rezoning Bou

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Workshop Discussion Only – Approve a services agreement with Hydro Clear Services, LLC for a vac-truck services and regular maintenance of sewer components for a total annual amount not-to-exceed $160,000 (CSB No. 2025-19), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

The City has had a contract for vac-truck services and regular maintenance of sewer components since 2019 to provide as needed services for city-owned lift stations and treatment plants. The current contract with Source Point Solutions, LLC expires on December 31, 2025, with no additional renewal options remaining. To ensure continued service, staff initiated procurement for a new services agreement.

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for vac-truck services, with information available by request to the City. A total of five (5) vendors requested the specifications, and the City received two (2) bids, and after a thorough review it was determined that Hydro Clear Services, LLC was the lowest responsible bidder. The table below shows a breakdown of the total submitted pricing.

Description	Bid Price	Estimated Annual Cost
Cost per Gall for Vactor Services – Normal Business Hours	$0.60/gallon	$125,000
Cost per Gallon for Vactor Services – Outside Normal Business Hours	$0.60/gallon	$10,000
Minimum Service Charge (less than 1,250 gallons)	$1,400	$5,000
Large Vactor Services (per Cubic Yard)	$210/cubic yard	$20,000
Estimated Annual Contract: $160,000		

The submitted bid meets all the requirements in the defined scope of work and City staff recommends awarding a services agreement to Hydro Clear Services, LLC for a total annual contract amount not-to-exceed $160,000.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement with Hydro Clear Services, LLC for a vac-truck services and regular maintenance of sewer components for a total annual amount not-to-exceed $160,000.

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: #600-614-6207

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

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Vac Truck Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Hydro Clear Services, LLC** (the "Company"), with an office at **350 Neidigk Sawmill, Magnolia, TX 77354,** City hereby engages the services of Company as an independent contractor for **Vac Truck Services**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION
   2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **January 1, 2026 through December 31, 2026, with Five (5) additional one- year renewal options remaining .** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

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

5. COMPENSATION
   For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **$160,000**.

6. MODIFICATION OF RATES
   Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY
   7.1. DEFINITIONS
   For the purpose of this section the following definitions apply:

   a. "City" shall mean all officers, agents and employees of the City of Tomball.
   b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
   c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
   d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
   e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
      i. injury or damage to any property or right
      ii. injury, damage, or death to any person or entity
      iii. attorneys' fees, witness fees, expert witness fees and expenses,
      iv. any settlement amounts; and
      v. all other costs and expenses of litigation
   f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. **Indemnity**

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:
   a. Owned/Leased Automobiles
   b. Non-owned Automobiles
   c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all “endeavor to” and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney’s fees, expert witnesses’ fees, and trial consultants’ fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

350 Neidigk Sawmill, Magnolia, TX 77354

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

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

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

_____
Company

_____
Signature

_____
Print Name

_____
Title

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

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

CSB 2025-19 – Vac Truck Services
EXHIBIT A
SCOPE OF WORK

I. General Description

The City of Tomball is accepting sealed bids to provide Vac Truck Services and regular maintenance of sewer system components. The required services and performance conditions are described in the Scope of Work (Exhibit A). The City of Tomball reserves the right to accept or reject any bid or item included.

It is the intention of the City of Tomball to enter into a contract with a reliable firm to furnish Vac Truck Services in accordance with the following specifications beginning January 1, 2026 and ending December 31, 2027. The City will have the right and option to extend the term for five (5) additional one (1) year periods with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described within the minimum specifications; further, it shall be the contractor's sole responsibility to make arrangements for all required procurement, transportation, off-site storage and preparation.

Each submitted bid must include a 10% Bid Bond or Cashier's Check with sealed submission.

II. Services to be Provided

A. Sanitary and Storm Sewer Line Clearing: Efficiently clear blockages, debris, and sediment from sanitary and storm sewer lines using high-pressure water jets and vacuum systems.
B. Sludge Removal: Safely extract accumulated sludge, sediment, and other materials from sewer lines, manholes, and lift stations.
C. Hydro-Excavation: Utilize hydro-excavation techniques to expose underground utilities, repair damaged sewer lines, and locate sewer infrastructure.
D. Line Televising: Conduct thorough inspections of sewer lines using advanced camera systems to identify defects, blockages, and structural issues.
E. Lift Station Cleaning: Regularly clean and maintain lift stations, including wet wells, pumps, and associated components.

The services shall be performed promptly upon request by the contracting agency.

III. Technical Requirements

The vac truck used for these services must meet the following specifications:

A. Capacity: The truck should have sufficient capacity for sludge removal and debris collection.
B. High-Pressure Water Jet System: The truck must be equipped with a powerful water jet system capable of effectively clearing sewer lines.

C. Vacuum System: A robust vacuum system is essential for efficient debris removal.
D. Camera Inspection Equipment: The truck should have integrated camera equipment for line televising.
E. Safety Features: Safety measures, including emergency shutoffs, protective guards, and warning lights, must be in place.
F. Compliance: The truck must comply with environmental regulations and safety standards, including no cross contamination between sanitary and storm sewers.

The contractor shall maintain the vac truck in optimal working conditions throughout the contract period.

IV. Hours of Operation & Response Time

A. The bidder must be able to provide service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including holidays for the duration of the agreement.
B. Under normal working conditions, bidder shall arrive at the scheduled time.
C. In the event of an emergency, the successful bidder shall have a crew at the designated site within two (2) hours of the call from the City.
D. It is the responsibility of the bidder to provide an up-to-date list of names and contact numbers of on-call personnel. The City will contact the bidder by phone as emergencies occur and will provide as much information as available about the emergency work assignment, including the location(s), type of work and site condition(s).
E. Service will be performed in a variety of government locations including wastewater treatment plants, sewage collection lift stations and water production plants. All unique requirements and/or regulations for each location shall be strictly followed by the bidder and the bidder's employees.
F. For purpose of pricing service calls, the City's "normal business hours" are defined as being: 7:00 a.m. to 5:00 p.m., Monday through Friday. All other calls outside these hours, including weekends and holidays will be considered "outside normal business hours."
G. The bidder shall designate one (1) person with the company to act as the point of contact for the City. The Contractor shall provide the City a cell phone number and email address for this person. Phone calls made by the City shall be returned by the Contractor within one (1) hour and emails shall be responded to within 24 hours. If a new person is assigned as point of contact fort he City, the City shall be notified within 24 hours of the change.

V. Reporting & Documentation

The contractor shall provide detailed reports after each service, including:

A. Work performed: Description of tasks completed.
B. Quantities: Amount of sludge removed, sewer lines cleared, etc.
C. Camera Inspection Results: Findings from line televising.

All records shall be submitted electronically within five business days.

VI. Insurance Requirements

Successful company shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to aware of the bid.

A. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement.
B. Employers Liability Insurance protecting contractors against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.
C. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $100,000 per each person, $300,000 per each occurrence/aggregate; Property Damage $100,000 per each occurrence.
D. Excess Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies above, with the minimum limits of $500,000 excess of specified limits.

EXHIBIT B: CSB 2025-19 : Vactor Services & Regular Maintenance of Sewer System Components

COST FOR VACTOR SERVICES

Item	Description	Cost per Gallon	
1	Cost per Gallon for Vactor Services during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	$ .60	Zero dollars and sixty cents.
2	Cost per Gallon for Vactor Services outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	$ .60	Zero dollars and sixty cents.
3	Minimum Service Charge - Bid item resulting from a service call requiring less than 1,250 gallons, which will serve as the minimum charge for this service	$ 1,400.00	One thousand four hundred dollars and zero cents.

Large Vactor Services

Item	Description	Cost per Gallon (price should include all charges asscoiated with performed work including haul, disposal, trip charge, etc)	
1	Large Vactor Services will include scheduling the equipment, personnel and all other necessary items to complete the service request for lift station wet well, aeration basins, chloring contact basins, digestors and Sanitory Sewer Overflow clean outs.	$ 210.00 per CY	Two hundred and ten dollars and zero cents per cubic yard.

Cost for Regular Maintenance of Sewer System

Item	Description	Cost	
1	Cost per hour for Hydro - Excavating during normal business hours (Mon-Fri, 8am-5pm), including haul, disposal & all cost (trip charge, service call, mileage, etc.)	$ 350.00	Three hundred and fifty dollars and zero cents.
2	Cost per hour for Hydro - Excavating outside normal business hours, including haul, disposal & all cost (trip charge, service call, mileage, etc.)	$ 350.00	Three hundred and fifty dollars and zero cents.
3	Cost per hour for Line Televising, Including copy of Video	$ 180.00	One hundred and eighty dollars and zero cents.

Bid 2025-19: Vactor Services & Regular Maintenance of Sewer Components		Bidder No. 1	Bidder No. 1	Bidder No. 2	Bidder No. 2
Base Price Table					
Item	Description	Hydro Clear Services, LLC	Estimated Annual Cost*	Wastewater Transport Services	Estimated Annual Cost*
COST FOR VACTOR SERVICES					
1	Cost per Gallon for Vactor Services during normal business hours	**$0.60**	$180,000.00	**$1.36**	$408,000.00
2	Cost per Gallon for Vactor Services outside normal business hours	**$0.60**	N/A	**$1.70**	N/A
3	Minimum Service Charge	**$1,400.00**	N/A	**$1,700.00**	N/A
COST FOR LARGE VACTOR SERVICES					
1	Large Vactor Services - to complete the service request for lift station wet well, aeration basins, chloring contact basins, digestors and Sanitory Sewer Overflow clean outs	**$210.00/ CY**	$311,921.30	**1.36/ gallon**	$408,000.00
COST FOR REGULAR MAINTENANCE OF SEWER SYSTEM					
1	Cost per hour for Hydro - Excavating during normal business hours	**$350.00**	N/A	**$275.00**	$275.00
2	Cost per hour for Hydro - Excavating outside normal business hours	**$350.00**	N/A	**$412.50**	$412.50
3	Cost per hour for Line Televising, Including copy of Video	**$180.00**	N/A	**$198.00**	$198.00
Total Estimated Annual Contract Based on Submitted Bid		**N/A**	$180,000.00	**N/A**	$408,000.00

*Estimated annual quantity - 300,000 gallons

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of $2000 for the 2025 Holiday Heroes Event.

Background:

Presentation by the Tomball Lions Club to the Tomball Fire Department and Explorer Post # 5451 in the amount of $1000 for each organization to be utilized for the 2025 Holiday Heroes Event.

Origination: Fire Department

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?
Yes: _____ No: _____ If yes, specify Account Number: #

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

Signed Joe Sykora 08/12/2025 Approved by
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Upcoming events:

- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd)
- November 8, 2025 – Tidy Up Tomball from 8:00 – 11:30 a.m. at First Baptist Church Parking Lot (407 Houston St)
- November 8, 2025 – 2nd Saturday at the Depot from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- November 13, 2025 – Kaffeeklatsch Holiday Special from 11:30 a.m. – 1:00 p.m. at Tomball Community Center
- November 20, 2025 – Let's Talk! from 5:00 – 7:30 p.m. at Tomball Community Center

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Pine Country Public Improvement District Number 1 (PID 1). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 1 are not changing.

The original SAP was adopted by City Council on July 19, 2010 (Ordinance No. 2010-14) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 1 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$83,961.08
Total Assessments: $83,961.08	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-37, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Pine Country Public Improvement District Number 1 (PID 1).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by _____

Staff Member	Date	City Manager	Date

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PINE COUNTRY PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Pine Country Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for February 19, 2007 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on February 19, 2007; and

WHEREAS, on February 19, 2007 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 5, 2007 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments

pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2010, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

Service and Assessment Plan
Public Improvement District Number One
City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. 2007-14 creating the Public Improvement District Number One (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of up to 50% of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Pine Country of Tomball Section Two

Section Two of the Pine Country of Tomball Subdivision has been developed by PCOT Investments, Inc. and contains 68 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for Pine Country Section Two, and the estimated costs thereof, are described below:

Pine Country Section Two
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Lines, Sanitary Sewer, Storm Sewer & Drainage, Gas, Street Paving, Off-Site Utility Extensions, SWPPP, Engineering & Contingencies, Payment/Performance Bonds and Permits, PID Creation Costs	$1,458,874	$729,437
SUBTOTAL	$1,458,874	$729,437
Financing Cost		$471,887
Administration		$60,068
TOTAL		***$1,261,392***

The estimated total costs above will be used to set the assessments for residential properties in Section Two as detailed later in this document.

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments based upon the costs for Public Improvements and the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's rights of reimbursement described in the Development Agreement executed between the Developer and the City.

7. Authorized Improvements

The area within the PID that is covered by this Service and Assessment Plan will be developed as single family residential. This Plan designates the Public Improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to

meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2007. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is seven percent (7.0%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement.

A. Pine Country Section Two

The Plan estimates the following assessments for residential properties in Woodmark according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the property containing a habitable structure is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Total Assessment	$0.9618 per square foot of residential property
Financed Assessment	$0.1056 per square foot of residential property per year

B. Levy and collection.

Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at seven percent (7.0%) per annum.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A

REPLAT

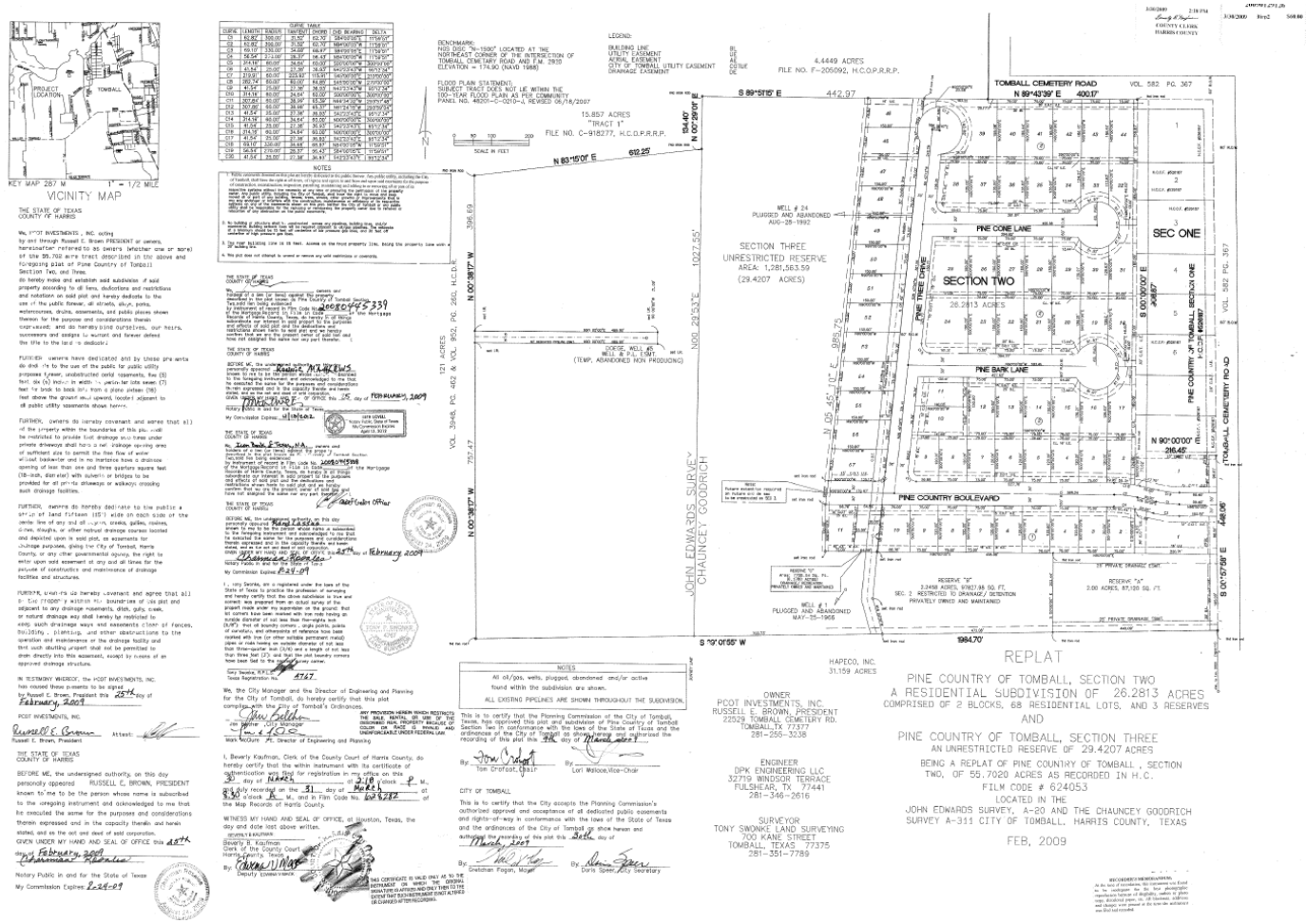
PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND

PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES

BEING A REPLAT OF PINE COUNTRY OF TOMBALL , SECTION TWO, OF 55.7020 ACRES AS RECORDED IN H.C. FILM CODE # 624053
LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

FEB, 2009

Exhibit B


VICINITY MAP
PROJECT LOCATION
TOMBALL
KEY MAP 287 M
1" = 1/2 MILE
THE STATE OF TEXAS
COUNTY OF HARRIS
PCOT INVESTMENTS, INC. acting
by and through Russell E. Brown PRESIDENT or owners,
hereinafter referred to as owners (whether one or more)
of the 26.7132 acre tract described in the above and
foregoing plat of Pine Country of Tomball
Section Two, and Three.
do hereby make and establish said subdivision of said
property according to all lines, dedications and restrictions
and notations on said plat and hereby dedicate to the
use of the public forever, all streets, alleys, parks,
watercourses, drains, easements, and public places shown
thereon for the purpose and considerations therein
expressed; and do hereby bind ourselves, our heirs,
successors and assigns to warrant and forever defend
the title to the land so dedicated.
FURTHER, owners have dedicated and by these presents
do dedicate to the use of the public for public utility
purposes forever, unobstructed aerial easements, five (5)
feet, six (6) inches in width in addition lot sizes seven (7)
feet to back to back (or) from a plane sixteen (16)
feet above the ground level upward, located adjacent to
all public utility easements shown hereon.
FURTHER, owners do hereby covenant and agree that all
of the property within the boundaries of this plat shall
be restricted to provide that drainage in all areas under
private driveways shall have a net drainage opening area
of sufficient size to permit the free flow of water
without backwater and in no instance have a drainage
opening of less than one and three quarters square feet
(18-inch, diameter) with culverts or bridges to be
provided for all private driveways or walkways crossing
such drainage facilities.
FURTHER, owners do hereby dedicate to the public a
strip of land fifteen (15') wide on each side of the
center line of any and all gullies, creeks, gullies, ravines,
draws, sloughs, or other natural drainage courses located
and depicted upon said plat, as easements for
drainage purposes, giving the City of Tomball, Harris
County, or any other governmental agency, the right to
enter upon said easement at any and all times for the
purpose of constructing and maintenance of drainage
facilities and structures.
FURTHER, owners do hereby covenant and agree that all
of the property within the boundaries of this plat and
adjacent to any drainage easements, ditch, gully, creek,
or natural drainage way shall hereby be restricted to
keep such drainage ways and easements clean of fences,
building, planting, and other obstructions to the
operation and maintenance of the drainage facility and
that such abutting property shall not be permitted to
drain directly into this easement, except by means of an
approved drainage structure.
IN TESTIMONY WHEREOF, the PCOT INVESTMENTS, INC.
has caused these presents to be signed
by Russell E. Brown, President this 23rd day of
February, 2009
PCOT INVESTMENTS, INC.
Russell E. Brown, President
Attest:
THE STATE OF TEXAS
COUNTY OF HARRIS
BEFORE ME, the undersigned authority, on this day
personally appeared RUSSELL E. BROWN, PRESIDENT
known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that
he executed the same for the purposes and considerations
therein expressed and in the capacity therein and herein
stated, and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd
day of February 2009
Notary Public in and for the State of Texas
My Commission Expires 2-24-09
CURVE TABLE
BENCHMARK:
FLOOD PLAIN STATEMENT:
LEGEND:
15.857 ACRES
"TRACT 1"
FILE NO. C-918277, H.C.O.P.R.P.R.
4.4449 ACRES
FILE NO. F-205092, H.C.O.P.R.P.R.
NOTES
THE STATE OF TEXAS
COUNTY OF HARRIS
THE STATE OF TEXAS
COUNTY OF HARRIS
THE STATE OF TEXAS
COUNTY OF HARRIS
I, Larry Swanke, am a registered under the laws of the
State of Texas to practice the profession of surveying
and hereby certify that this plat complies with the survey
related requirements of the Code; and that this
project made under my supervision on the ground; that
all corners have been marked with iron rods having an
outside diameter of not less than five-eights inch
(5/8") that all boundary corners, angle points, points
of curvature, and otherwise of reference have been
marked with iron (or other suitable permanent metal)
pipes or rods having an outside diameter of not less
than three quarter inch (3/4") and a length of not less
than three feet (3') and that the plat boundary corners
have been tied to the nearest survey corner.
Larry Swanke, R.P.L.S.
Texas Registration No. 4747
We, the City Manager and the Director of Engineering and Planning
for the City of Tomball, do hereby certify that this plat
complies with the City of Tomball's Ordinances.
Jon Bellah
City Manager
Mark McCuistion, PE, Director of Engineering and Planning
ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND
UNENFORCEABLE UNDER FEDERAL LAW
I, Beverly Kaufman, Clerk of the County Court of Harris County, do
hereby certify that the within instrument with its certificate of
authentication was filed for registration in my office on this
30 day of March, 2009 at 3:18 o'clock P. M.,
duly recorded on the 31 day of March, 2009 at
8:30 o'clock A. M., and in Film Code No. 624,222 of
the Map Records of Harris County.
WITNESS MY HAND AND SEAL OF OFFICE, at Houston, Texas, the
day and date last above written.
Beverly B. Kaufman
Harris County, Texas
By Deputy
THIS CERTIFICATE IS VALID ONLY AS TO THE
INSTRUMENT ON WHICH THE ORIGINAL
SIGNATURE APPEARS. IT IS VOID IF ALTERED
IN ANY WAY OTHER THAN TO THE
EXTENT THAT SUCH ALTERATIONS EXIST AS
OF THE DATE OF THIS CERTIFICATE.
NOTES
All oil/gas, wells, plugged, abandoned and/or active
found within the subdivision are shown.
ALL EXISTING PIPELINES ARE SHOWN THROUGHOUT THE SUBDIVISION.
This is to certify that the Planning Commission of the City of Tomball,
Texas, has approved this plat and subdivision of Pine Country of Tomball
Section Two in conformance with the laws of the State of Texas and the
ordinances of the City of Tomball as shown hereon and authorized the
recording of this plat this 4th day of March, 2009.
By: Tom Crofoot, Chair
By: Lori Wallace, Vice-Chair
CITY OF TOMBALL
This is to certify that the City accepts the Planning Commission's
authorized approval and acceptance of all dedicated public easements
and rights-of-way in conformance with the laws of the State of Texas
and the ordinances of the City of Tomball as shown hereon and
authorized the recording of this plat this 30th day of
March, 2009.
By: Gretchen Fagan, Mayor
By: Doris Speer, City Secretary
SECTION THREE
UNRESTRICTED RESERVE
AREA: 1,281,563.59
(29.4207 ACRES)
SECTION TWO
26.2813 ACRES
PINE CONE LANE
PINE TREE DRIVE
PINE BARK LANE
PINE COUNTRY BOULEVARD
TOMBALL CEMETERY ROAD
VOL. 582 PG. 367
SEC ONE
PINE COUNTRY OF TOMBALL SECTION ONE
FILM CODE #608087
VOL. 582 PG. 367
JOHN EDWARDS SURVEY
CHAUNCEY GOODRICH
A-20
A-311
121 ACRES
VOL. 3948, PG. 462 & VOL. 952, PG. 260, H.C.D.R.
WELL # 24
PLUGGED AND ABANDONED
AUG-28-1992
WELL # 5
PLUGGED AND ABANDONED
MAY-25-1906
RESERVE "A"
3.2458 ACRES, 97827.66 SQ. FT.
SEC. 2 RESTRICTED TO DRAINAGE/ DETENTION
PRIVATELY OWNED AND MAINTAINED
RESERVE "B"
3.00 ACRES, 87,120 SQ. FT.
HAPECO, INC.
31.159 ACRES
REPLAT
PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND
PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES
BEING A REPLAT OF PINE COUNTRY OF TOMBALL, SECTION
TWO, OF 55.7020 ACRES AS RECORDED IN H.C.
FILM CODE # 624053
LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH
SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS
FEB, 2009
OWNER
PCOT INVESTMENTS, INC.
RUSSELL E. BROWN, PRESIDENT
22529 TOMBALL CEMETERY RD.
TOMBALL, TX 77377
281-256-3238
ENGINEER
DPK ENGINEERING LLC
32719 WINDSOR TERRACE
FULSHEAR, TX 77441
281-346-2616
SURVEYOR
TONY SIWONKE LAND SURVEYING
700 KANE STREET
TOMBALL, TEXAS 77375
281-351-7789

Public Improvement District Number One
Pine County of Tomball Subdivision
Section Two Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (s.f.)	Total Assessment Rate	Total Assessment	Financed Assessment Rate	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
PCOT Investments, Inc.	1	1	22020	0.9618	$ 21,178.84	$ 0.1056	$ 2,325.31	15 years	$ 58.89	$ 2,384.20
PCOT Investments, Inc.	1	2	8751	0.9618	$ 8,416.71	$ 0.1056	$ 924.11	15 years	$ 58.89	$ 983.00
PCOT Investments, Inc.	1	3	8995	0.9618	$ 8,651.39	$ 0.1056	$ 949.87	15 years	$ 58.89	$ 1,008.76
PCOT Investments, Inc.	1	4	8864	0.9618	$ 8,525.40	$ 0.1056	$ 936.04	15 years	$ 58.89	$ 994.93
PCOT Investments, Inc.	1	5	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	6	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	7	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	8	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	9	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	10	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	1	11	9732	0.9618	$ 9,360.24	$ 0.1056	$ 1,027.70	15 years	$ 58.89	$ 1,086.59
PCOT Investments, Inc.	2	1	20059	0.9618	$ 19,292.75	$ 0.1056	$ 2,118.23	15 years	$ 58.89	$ 2,177.12
PCOT Investments, Inc.	2	2	9091	0.9618	$ 8,743.72	$ 0.1056	$ 960.01	15 years	$ 58.89	$ 1,018.90
BGB Interests LP	2	3	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	4	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	5	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	6	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	7	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	8	9000	0.9618	$ 8,656.20	$ 0.1056	$ 950.40	15 years	$ 58.89	$ 1,009.29
PCOT Investments, Inc.	2	9	9398	0.9618	$ 9,039.00	$ 0.1056	$ 992.43	15 years	$ 58.89	$ 1,051.32
PCOT Investments, Inc.	2	10	10938	0.9618	$ 10,520.17	$ 0.1056	$ 1,155.05	15 years	$ 58.89	$ 1,213.94
PCOT Investments, Inc.	2	11	10424	0.9618	$ 10,025.80	$ 0.1056	$ 1,100.77	15 years	$ 58.89	$ 1,159.66
PCOT Investments, Inc.	2	12	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	13	10380	0.9618	$ 9,983.48	$ 0.1056	$ 1,096.13	15 years	$ 58.89	$ 1,155.02
PCOT Investments, Inc.	2	14	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	15	11204	0.9618	$ 10,776.01	$ 0.1056	$ 1,183.14	15 years	$ 58.89	$ 1,242.03
PCOT Investments, Inc.	2	16	9357	0.9618	$ 8,999.56	$ 0.1056	$ 988.10	15 years	$ 58.89	$ 1,046.99
PCOT Investments, Inc.	2	17	12458	0.9618	$ 11,982.10	$ 0.1056	$ 1,315.56	15 years	$ 58.89	$ 1,374.45
PCOT Investments, Inc.	2	18	12458	0.9618	$ 11,982.10	$ 0.1056	$ 1,315.56	15 years	$ 58.89	$ 1,374.45
PCOT Investments, Inc.	2	19	9352	0.9618	$ 8,994.75	$ 0.1056	$ 987.57	15 years	$ 58.89	$ 1,046.46
PCOT Investments, Inc.	2	20	11195	0.9618	$ 10,767.35	$ 0.1056	$ 1,182.19	15 years	$ 58.89	$ 1,241.08
PCOT Investments, Inc.	2	21	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	22	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	23	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	24	18321	0.9618	$ 17,621.14	$ 0.1056	$ 1,934.70	15 years	$ 58.89	$ 1,993.59
PCOT Investments, Inc.	2	25	16440	0.9618	$ 15,811.99	$ 0.1056	$ 1,736.06	15 years	$ 58.89	$ 1,794.95
PCOT Investments, Inc.	2	26	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	27	11247	0.9618	$ 10,817.36	$ 0.1056	$ 1,187.68	15 years	$ 58.89	$ 1,246.57
PCOT Investments, Inc.	2	28	11248	0.9618	$ 10,818.33	$ 0.1056	$ 1,187.79	15 years	$ 58.89	$ 1,246.68
PCOT Investments, Inc.	2	29	11204	0.9618	$ 10,776.01	$ 0.1056	$ 1,183.14	15 years	$ 58.89	$ 1,242.03
PCOT Investments, Inc.	2	30	9357	0.9618	$ 8,999.56	$ 0.1056	$ 988.10	15 years	$ 58.89	$ 1,046.99
PCOT Investments, Inc.	2	31	12463	0.9618	$ 11,986.91	$ 0.1056	$ 1,316.09	15 years	$ 58.89	$ 1,374.98
PCOT Investments, Inc.	2	32	11334	0.9618	$ 10,901.04	$ 0.1056	$ 1,196.87	15 years	$ 58.89	$ 1,255.76
PCOT Investments, Inc.	2	33	8238	0.9618	$ 7,923.31	$ 0.1056	$ 869.93	15 years	$ 58.89	$ 928.82
PCOT Investments, Inc.	2	34	10080	0.9618	$ 9,694.94	$ 0.1056	$ 1,064.45	15 years	$ 58.89	$ 1,123.34
PCOT Investments, Inc.	2	35	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	36	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	37	10123	0.9618	$ 9,736.30	$ 0.1056	$ 1,068.99	15 years	$ 58.89	$ 1,127.88
PCOT Investments, Inc.	2	38	12136	0.9618	$ 11,672.40	$ 0.1056	$ 1,281.56	15 years	$ 58.89	$ 1,340.45
PCOT Investments, Inc.	2	39	14272	0.9618	$ 13,726.81	$ 0.1056	$ 1,507.12	15 years	$ 58.89	$ 1,566.01
PCOT Investments, Inc.	2	40	15703	0.9618	$ 15,103.15	$ 0.1056	$ 1,658.24	15 years	$ 58.89	$ 1,717.13
PCOT Investments, Inc.	2	41	11670	0.9618	$ 11,224.21	$ 0.1056	$ 1,232.35	15 years	$ 58.89	$ 1,291.24
PCOT Investments, Inc.	2	42	11696	0.9618	$ 11,249.21	$ 0.1056	$ 1,235.10	15 years	$ 58.89	$ 1,293.99
PCOT Investments, Inc.	2	43	11722	0.9618	$ 11,274.22	$ 0.1056	$ 1,237.84	15 years	$ 58.89	$ 1,296.73
PCOT Investments, Inc.	2	44	11748	0.9618	$ 11,299.23	$ 0.1056	$ 1,240.59	15 years	$ 58.89	$ 1,299.48
PCOT Investments, Inc.	2	45	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	46	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	47	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	48	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	49	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	50	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	51	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	52	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	53	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	54	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
BGB Interests LP	2	55	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
BGB Interests LP	2	56	11250	0.9618	$ 10,820.25	$ 0.1056	$ 1,188.00	15 years	$ 58.89	$ 1,246.89
PCOT Investments, Inc.	2	57	12702	0.9618	$ 12,216.78	$ 0.1056	$ 1,341.33	15 years	$ 58.89	$ 1,400.22

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number One (the "District") created under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Raleigh Creek Public Improvement District Number 2 (PID 2). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 2 are not changing.

The original SAP was adopted by City Council on March 17, 2014 (Ordinance No. 2014-05) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 2 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$277,134.56
Improvement Area Two	$106,136.64
Improvement Area Three	$120,877.84
Improvement Area Four	$79,602.48
Improvement Area Five & Six	$215,221.52
Improvement Area Seven & Eight	$194,583.84
Total Assessments: $993,556.88	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-38, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Raleigh Creek Public Improvement District Number 2 (PID 2).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

ORDINANCE NO. 2025-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RALEIGH CREEK PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Raleigh Creek Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for April 16, 2007 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on April 16, 2007; and

WHEREAS, on April 16, 2007 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on April 16, 2007 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 17th day of March 2014, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
First Amended and Restated
Service and assessment Plan
Public Improvement District Number Two
City of Tomball, Texas

1. Introduction

This First Amended and Restated Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2007-22 creating the Public Improvement District Number Two ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

Raleigh Creek contains 142 acres and will contain approximately 347 lots within the PID. The public improvements authorized under this Plan for Raleigh Creek and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT ESTIMATED COSTS

Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$9,090,494
Financing Costs (15 years)	$5,880,816
Total Improvements	$14,971,310
Administration (2.5%)	$374,283
Total Costs (15 years)	$15,345,593

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2013. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 7% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate

of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

Westar
LAND SURVEYORS, INC.
1610 South Gordon • Alvin, Texas 77511
(281) 388-1159 • Fax: (281) 388-0317

LEGAL DESCRIPTION
Job #35093

Description of a 142.770 acre tract of land in the Joseph Miller Survey, Abstract No. 50 in Harris County, Texas, being a portion of a called 153.45 acre tract described in deed recorded in Harris County Clerk's File No. C-817579 being all of a called 7.3765 acre tract described in deed recorded in Harris County Clerk's File No. S-040074, and being all of a called 8.7325 acre tract described in deed recorded in Harris County Clerk's File No. S-040076, and said 142.770 acre tract being more fully described as follows (with bearings referenced to the Southwesterly right-of-way line of the I. & G.N. Railroad right-of-way as South 56° 30' 48" East):

BEGINNING at a ½ inch iron rod set for the Southwest corner of the above referenced 7.3765 acre tract in the North right-of-way line of Zion Road (60 feet wide) and being also the Southeast corner of a called 0.5264 acre tract recorded in Harris County Clerk's File No. V-471789, and from which a found ½ inch iron rod bears North 82° 21' 48" East, 15.33 feet and a found ¾ inch iron pipe bears North 82° 34' 12" East, 15.20 feet;

THENCE North 00° 04' 01" East, along the East line of said 0.5264 acre tract, the East line of a called 2.29 acre tract recorded in Harris County Clerk's File No. R-006483, the East line of a called 1.224 acre tract recorded in Harris County Clerk's File No. R-404456, the East line of a called File No. R-404456, the East line of a called 1.0354 acre tract recorded in Harris County Clerk's File No. S-053503, and the East line of another called 1.0354 acre tract recorded in Harris County Clerk's File No. P-336468, 1777.49 feet to a ½ inch iron rod set for the Northwest corner of the aforementioned 8.7325 acre tract in the South line of the aforementioned called 153.45 acre tract, from which a found ¾ inch iron pipe bears North 15° 01' 09" West, 3.16 feet, and a found ¾ inch iron pipe bears North 28° 46' 23" West, 0.70 feet;

THENCE South 88° 50' 47" West, along the South line of said 153.45 acre tract and the North line of the aforementioned 1.0354 acre tract, 150.09 feet to a 2 inch iron pipe found for its Northwest corner and an angle point in the upper South line of this tract;

THENCE South 88° 48' 41" West, along the South line of said 153.45 acre tract and the North line of a called 3.4015 acre and a called 0.7718 acre tract, both recorded in Harris County Clerk's File No. S-398301, 623.36 feet to a fence corner found for the upper Southwest corner of this tract in the East line of a called 22.8140 acre tract recorded in Harris County Clerk's File No. U-623541;

THENCE North 00° 27' 22" West, along the East line of said 22.8140 acre tract and the East line of a called 68 acre tract recorded in Harris County Clerk's File No. U-139153, 1805.55 feet to a ½ inch iron rod found for the most Westerly Northwest corner of this tract and the Southwest corner of a called 15.6463 acre tract recorded in Harris County Clerk's File No. L-547016, and from which a found ½ inch iron rod bears South 00° 23' 12" East, 84.64 feet, and a found ½ inch iron rod bears North 00° 19' 15" East, 90.25 feet;

THENCE South 89° 56' 50" East, along the South line of said 15.6463 acre tract, passing a one inch iron rod found for its Southeast corner and the Southwest corner of a called 13.476 acre tract recorded in Harris County Clerk's File No. U-002476 at 403.01 feet and continuing for a total distance of 805.79 feet to a ½ inch iron rod found for the Southeast corner of said 13.476 acre tract and an interior corner of this tract;

THENCE North 00° 01' 04" East, along the East line of said 13.476 acre tract, 1263.73 feet to a ½ inch iron rod set for the Northwest corner of this tract in the Southwesterly line of the I. & G. N. Railroad right-of-way as recorded in Volume 140, Page 486 of the Harris County Deed Records, and from which a found 1 inch iron rod bears North 00° 01' 04" East, 59.94 feet;

THENCE South 56° 30' 48" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 41.04 feet to a ½ inch iron rod set for an angle point;

THENCE South 89° 24' 47" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 92.05 feet to a ½ inch iron rod set for an angle point;

THENCE South 56° 30' 48" East, continuing along the Southwesterly right-of-way line of said I. & G. N. Railroad, 1780.39 feet to a railroad tie fence corner for the Northeast corner of the herein described tract in the West line of a called 44.1 acre tract recorded in Harris County Clerk's File No. U-330857;

THENCE South 01° 39' 12" West, along the West line of said 44.1 acre tract the West line of a called 2.934 acre tract recorded in Harris County Clerk's File No. U-822429, and the West line of a called 2.00 acre tract recorded in Harris County Clerk's File No. U-140795, 2048.02 feet to a fence corner post for the upper Southeast corner of this tract and being a point in the North line of a called 48 acre tract recorded in Volume 915, Page 177 of the Harris County Deed Records;

THENCE North 89° 35' 19" West, along the North line of said 48 acre tract, 1177.80 feet to an axle found for an interior corner of this tract and the Northeast corner of the aforementioned 8.7325 acre tract;

THENCE South 00° 06' 25" West, along the West line of said 48 acre tract and the East line of the aforementioned 8.7325 acre and 7.3765 acre tracts, 1782.90 feet to a ½ inch iron rod set for the Southeast corner of the herein described tract in the North right-of-way line of Zion Road, and from which a found ¾ inch iron rod bears North 47° 50' 10" West, 73.98 feet, and a found ¾ inch iron rod bears South 89° 35' 31" West, 129.16 feet;

THENCE South 89° 38' 14" West, along the North right-of-way line of Zion Road, 391.58 feet to the POINT OF BEGINNING and containing 142.770 acres of land.

This description is based on a ground survey and plat prepared by Marion R. Clark, R.P.L.S. and dated November 28, 2005.

STATE OF TEXAS
REGISTERED
MARION R. CLARK
1881
PROFESSIONAL
LAND SURVEYOR

Marion R. Clark
Registered Professional Land Surveyor
Texas Registration No. 1881
November 29, 2005

Public Improvement District Number Two

Raleigh Creek Subdivision

Section One Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	21	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	22	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	23	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	3	24	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	4	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	4	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	4	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	5	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	6	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	7	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	8	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	9	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	9	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	10	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Two Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	4	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	5	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	5	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Three Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	21	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	22	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	2	23	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Four Assessment Roll

City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	1	20	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Five and Six Assessment Roll

City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	**5**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	17	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	18	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	1	19	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**5**	3	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	**5**	3	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	15	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	16	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	17	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	18	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	19	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	20	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	21	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	22	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	23	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	24	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	25	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	26	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	27	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	28	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	29	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**6**	1	30	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24

Public Improvement District Number Two

Raleigh Creek Subdivision

Section Seven and Eight Assessment Roll

City of Tomball, Harris County, Texas

Owner	Section	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
DR HORTON TEXAS LTD	**7**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	1	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	12	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	13	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	14	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	15	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
DR HORTON TEXAS LTD	**7**	2	16	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	1	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	2	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	3	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	4	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	5	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	6	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	7	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	8	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	9	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	10	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24
LS Development, LLC	**8**	1	11	$ 26,197.39	$2,876.33	15 years	$ 71.91	$ 2,948.24

LS Development, LLC	**8**	1	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	13	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	14	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	15	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	16	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	17	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	1	18	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	2	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	1	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	2	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	3	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	4	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	5	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	6	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	7	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	8	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	9	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	10	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	11	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24
LS Development, LLC	**8**	3	12	$	26,197.39	$2,876.33	15 years	$	71.91	$ 2,948.24

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Two (the "District") created under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 3 are not changing.

The original SAP was adopted by City Council on July 2, 2012 (Ordinance No. 2012-15) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 3 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$116,049.60
Improvement Area Two	$144,257.85
Total Assessments: $260,307.45	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-39, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Reserve at Spring Lake Public Improvement District Number 3 (PID 3).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-39

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE RESERVE AT SPRING LAKE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Reserve at Spring Lake Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for October 19, 2009 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on October 19, 2009; and

WHEREAS, on October 19, 2009 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on October 19, 2009 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 2nd day of July 2012, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

Service and Assessment Plan
Public Improvement District Number Three
City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "Plan") is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the "Act"), and pursuant to Resolution No. 2009-28 creating the Public Improvement District Number Three (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, open space and amenities, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID (the "Developer") under an approved development agreement. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of up to 50% of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Reserve at Spring Lake

The Reserve at Spring Lake Subdivision is being developed by Zion Road Properties, LLC and will ultimately contain approximately 95 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for The Reserve at Spring Lake, and the estimated costs thereof, are described below:

Reserve at Spring Lake
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Distribution Facilities	$673,400	$336,700
Sanitary Sewer Facilities	$796,050	$398,025
Storm Sewer Facilities	$49,500	$24,750
Gas Distribution Facilities	$339,930	$169,965
Roadway Paving	$1,399,960	$699,980
Land Reserved for Green Space/Amenities	$1,759,560	$879,780
Clearing	$340,000	$170,000
Detention Pond and Facilities	$1,640,408	$820,204
Pipeline Conflicts	$150,000	$75,000
Contingency (10%)	$714,880	$357,440
Engineering, Surveying (15%)	$1,179,553	$589,776
Subtotal	$9,043,241	$4,521,621
Financing Cost		$2,296,597
PID Administration Expenses		$358,850
TOTAL		**$7,177,068**

The estimated total costs above will be used to set the assessments for residential properties in the PID as detailed later in this document.

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purpose of establishing the installments for assessments based upon the costs for Public Improvements and the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the Public Improvements by the City, the Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's rights of reimbursement described in the Development Agreement executed between the Developer and the City.

7. Authorized Improvements

The area within the PID that is covered by this Service and Assessment Plan will be developed as single family residential. This Plan designates the Public Improvements required for the growth and

development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary Public Improvements, while allowing for sufficient flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2012. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is five and ¼ percent (5.25%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, open space and amenities, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement.

A. Reserve at Spring Lake

The Plan estimates the following assessments for residential properties in the PID according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the residential property is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Reserve at Spring Lake Lot Categories (By Size)	Total Assessment (Principal)	Financed Assessment (Annual Payment)
1.) Up to 1.5 Acres	$45,929.08	$4,500.00
2.) 1.5 Acres to 2.0 Acres	$68,893.62	$6,750.00
3.) 2.0 Acres to 3.0 Acres	$91,858.15	$9,000.00

4.) 3.0 Acres and Larger	$114,822.69	$11,250.00

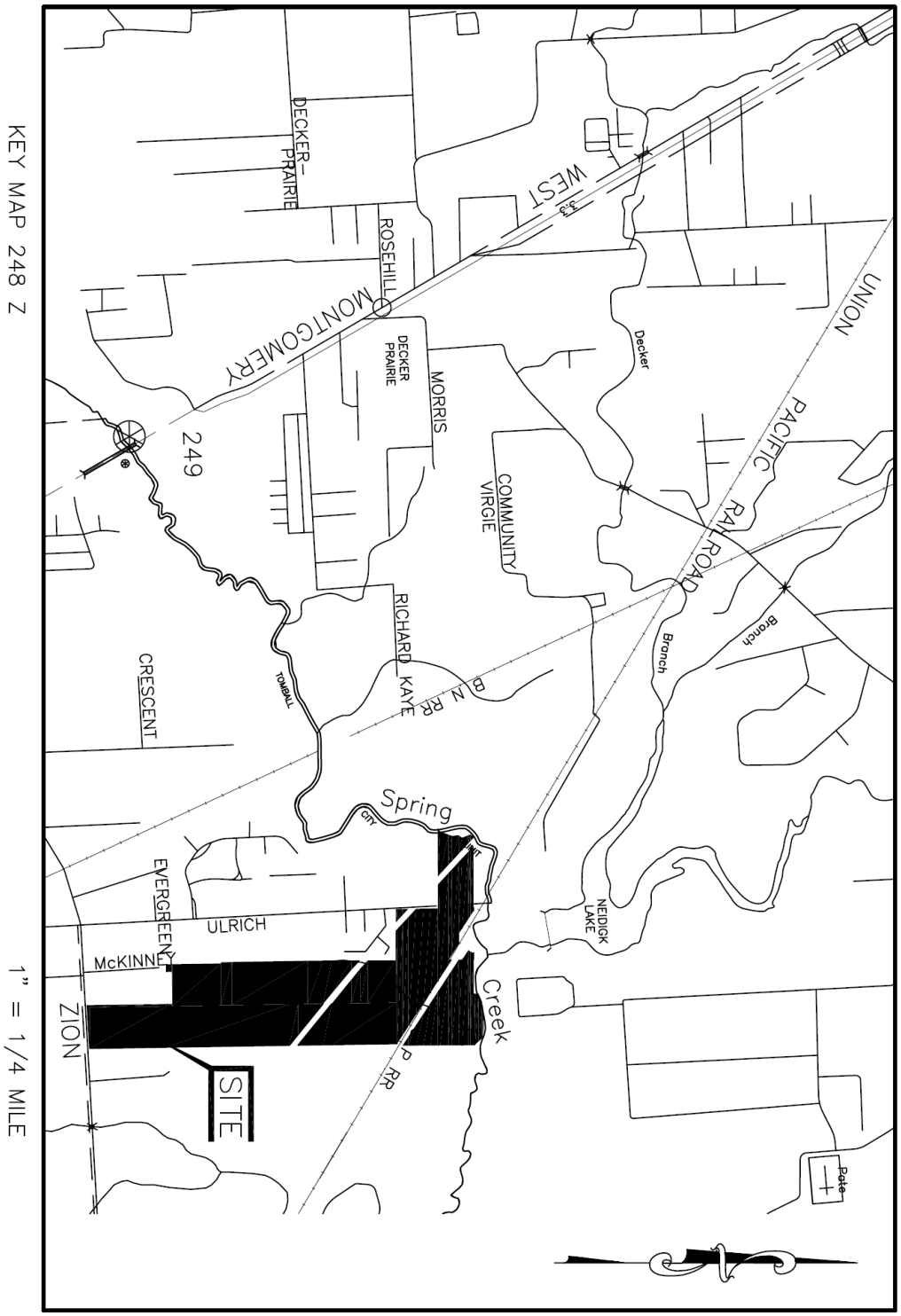
B. Levy and collection.

The assessment will be levied by the City upon commencement of the construction of the improvements (or a portion of the improvements) and the platting and subdividing of property into residential lots. The first installment of an assessment against a particular lot shall be due with respect to the calendar year following the earlier of: (i) the date such residential lot has been improved with a habitable structure and conveyed to a home purchaser as evidenced by Harris County Appraisal District records, or (ii) the second anniversary of the date the residential lot was conveyed from the Developer to a home purchaser regardless of any improvements on the property. Lots improved with homes used for marketing purposes (e.g. "model homes") will be exempt from the assessment until the calendar year following the date the home is conveyed to home purchaser. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Financed assessments shall bear interest at five and ¼ percent (5.25%) per annum. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A


VICINITY MAP
KEY MAP 248 Z
1" = 1/4 MILE
SITE
ZION
McKINNEY
EVERGREEN
ULRICH
CRESCENT
Spring
Creek
RICHARD KAYE
COMMUNITY
VIRGIE
MORRIS
DECKER PRAIRIE
ROSEHILL
MONTGOMERY
WEST
DECKER PRAIRIE
Decker
UNION
PACIFIC
RAILROAD
Branch
NEIDICK LAKE
Pate
249

METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89º55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00º43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:
North 67º07'18" East, a distance of 154.67 feet;
North 80º22'28" East, a distance of 113.12 feet;
North 87º09'19" East, a distance of: 110.50 feet;
North 87º53'00" East, a distance of: 210.89 feet;
South 83º18'22" East, a distance of 202.76 feet;
South 42º35'23" East, a distance of 169.62 feet;
And South 56º06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00º26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

THENCE North 56º52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00º43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56º52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. Mccall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87º13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00º48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00º53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89º12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01º15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an unrecorded Subdivision;

THENCE South 89º45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00º51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88º35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01º29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01º01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00º17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance

of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract, to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89º35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01º00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89º43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89º51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the **POINT OF BEGINNING** and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:
Town and Country Surveyors
25307 North Freeway, IH 45 N
The Woodlands TX, 77380
Phone (281) 465-8730
Fax (281) 465-8731

_____
David J. Strauss, RPLS 4833
Job No. 0451-0001
September 21, 2007

Public Improvement District Number Three
Reserve at Spring Lake Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (Acres)	Lot Category	Total Assessment	Annual Assessment Installment (Financed)	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
Zion Road Properties, LLC	1	1	1.1518	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	2	1.3426	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	3	1.3510	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	4	1.3603	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	5	1.2602	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	6	1.0192	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	7	1.0208	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	8	1.0225	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	1	1.4758	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	2	1.2077	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	3	1.1824	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	4	1.5678	2	$ 68,893.62	$ 6,750.00	15 years	$ 241.65	$ 6,991.65
Zion Road Properties, LLC	2	5	1.3678	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	6	1.2844	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	7	1.3097	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	8	1.1502	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	9	1.8058	2	$ 68,893.62	$ 6,750.00	15 years	$ 241.65	$ 6,991.65
Zion Road Properties, LLC	2	10	1.3783	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	11	1.3788	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	12	1.3837	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	1	1.1645	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	2	1.3230	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	3	1.3883	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	4	1.3776	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65

Public Improvement District Number Three
Reserve at Spring Lake Subdivision
Section Two Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Lot Area (Acres)	Lot Category	Total Assessment	Annual Assessment Installment (Financed)	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
Zion Road Properties, LLC	1	1	1.296	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	2	1.313	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	3	1.407	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	4	1.036	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	5	1.002	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	6	1.034	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	7	2.635	3	$ 91,858.15	$ 9,000.00	15 years	$ 241.65	$ 9,241.65
Zion Road Properties, LLC	1	8	1.006	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	9	1.056	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	10	1.075	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	11	1.093	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	1	12	1.433	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	13	3.632	4	$ 114,822.69	$ 11,250.00	15 years	$ 241.65	$ 11,491.65
Zion Road Properties, LLC	2	1	1.194	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	2	1.186	1	$ 68,893.62	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	3	1.112	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	4	1.010	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	2	5	1.163	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	1	1.004	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	2	1.004	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	3	1.365	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	4	1.413	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	3	5	1.009	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	1	1.071	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	2	1.005	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	3	1.013	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	4	4	1.000	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	5	1	1.000	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65
Zion Road Properties, LLC	5	2	1.030	1	$ 45,929.08	$ 4,500.00	15 years	$ 241.65	$ 4,741.65

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Three (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Alexander Estates Public Improvement District Number 4 (PID 4). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 4 are not changing.

The original SAP was adopted by City Council on July 20, 2020 (Ordinance No. 2020-13) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 4 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$464,307.28
Improvement Area Two	$225,482.54
Total Assessments: $689,789.82	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-40, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Alexander Estates Public Improvement District Number 4 (PID 4).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE ALEXANDER ESTATES PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Alexander Estates Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for January 7, 2019 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on January 7, 2019; and

WHEREAS, on January 7, 2019 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on January 7, 2019 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Four
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2019-04 creating the Public Improvement District Number Four ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Alexander Estates

Alexander Estates contains 70.36 acres of land and will contain 251 lots within the PID. The public improvements authorized under this Plan for Alexander Estates and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$7,081,171
Financing Costs (15 years @ 4.5%)	$2,809,020
Total Improvements	$9,890,191
Administration (4.6%)	$456,657
Total Costs (15 years)	$10,346,848

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lot basis with two lot categories. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

50-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 26,052.50	$2,425.85	15 years	$ 121.29	$ 2,547.14

60-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 31,263.00	$2,911.02	15 years	$ 121.29	$ 3,032.31

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT "A"

Alexander Estates
70.3604 Acres

Elizabeth Smith Survey
Abstract Number 70

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES AND BOUNDS** description of a 70.3604 acre tract of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; being a portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a plat filed for record under Film Code Number 440128 of the Harris County Map Records, being the remainder of a called 78.4754 acre tract conveyed to BCDE, LTD. by Special Warranty Deed With Vendor's Lien dated December 30, 2002 and filed for record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and being all of a called 4.882 acres conveyed to Eibsen & Associates, Inc. by Warranty Deed dated March 31, 2014 and filed for record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property; said 70.3604 acres being more particularly described as follows with all bearings based on a call of South 59°56'55" West along the southeast line of said Unrestricted Reserve "C":

BEGINNING at a found 5/8-inch iron rod in the northeast right-of-way of Huffsmith-Kohrville Road (called 60-feet wide), for the south corner of Country Club Greens Partial Replat as shown on a plat filed for record under Film Code No. 519229 if the Harris County Map Records and the northwest corner of said Unrestricted Reserve "C" and the herein described tract;

THENCE, North 45°27'56" East, 399.99 feet, departing said northeast right-of-way of Huffsmith-Kohrville Road, along the southeast line of said Country Club Greens Partial Replat, the northwest line of said Unrestricted Reserve "C" to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying");

THENCE, North 49°06'40" East, 1333.88 feet, continuing along the southeast line of said Country Club Greens Partial Replat, the southeast line of Country Club Greens Partial Replat – Phase Two as shown on a plat filed for record under Film Code No. 540231 of the Harris County Map Records, the southeast line of Final Plat Country Club Greens as shown on a plat filed for record under Film Code No. 453082 of the Harris County Map Records, the northwest line of said Unrestricted Reserve "C" and said 78.4754 acres to a point for the north corner of said Unrestricted Reserve "C", the west corner of Lot 25, Block 3 of said Country Club Greens Partial Replat – Phase Two, same being the north corner of the herein described tract, from which a found 5/8-inch iron rod (with cap stamped "Terra Surveying") bears North 86°46'38" East 0.32 feet;

THENCE, South 40°44'59" East, 1111.89 feet along a northeast line of said 78.4754 acres, said Unrestricted Reserve "C", a southwest line of said Country Club Greens Partial Replat – Phase Two, and a southwest line of said Final Plat Country Club Greens as shown on a plat filed for record under Film Code No. 453082 of the Harris County Map Records to a point in the north line of a called 13.00 acre tract conveyed to J.D. Slaughter by Warranty Deed dated January 28, 2011 and filed for record under Clerk's File No. 20110042996 of the Harris County Official Public Records of Real Property for an interior corner of said Unrestricted Reserve "C" and the south corner of said Country Club Greens Partial Replat – Phase Two, same being the most northerly east corner of the herein described tract, from which a found 5/8-inch iron rod bears South 62°31'41" East, 0.24 feet;

THENCE, South 45°07'42" West, 813.03 feet along the northeast line of said 13.00 acres to a set 3/4-inch iron rod (with cap stamped "Cotton Surveying") for the west corner of said 13.00 acres, same being an interior corner of the herein described tract;

THENCE, South 44°36'57" East, 646.34 feet along the southwest line of said 13.00 acres to a point in the northwest right-of-way of Spell Road (called 60-feet wide) and the southeast line of said Unrestricted Reserve "C", for the south corner of said 13.00 acres and the most southerly east corner of the herein described tract, from which a found 3/4-inch iron rod bears North 09°17'51" East, 0.24 feet;

THENCE, South 37°14'37" West, 452.09 feet along the northwest right-of-way of said Spell Road and the southeast line of said Unrestricted Reserve "C" to a found 5/8-inch iron rod, beginning a non-tangent curve to the right;

THENCE, in a southwest direction, continuing along the northwest right-of-way of said Spell Road and the southeast line of said Unrestricted Reserve "C" and said 4.822 acres, with the arc of said non-tangent curve to the right, passing a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494") at an arc length of 183.48 feet for the east corner of said 4.822 acres, having a radius of 579.03 feet, a central angle of 37°34'11", an arc length of 379.68 feet, and a chord bearing South 56°12'14" West, 372.91 feet to a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494");

THENCE, South 75°09'52" West, continuing along the northwest right-of-way of said Spell Road, the southeast line of said 4.822 acres and said Unrestricted Reserve "C", passing a found 5/8-inch iron rod (with cap stamped "J.G.T. 1494") at a distance of 228.98 feet, continuing for a total distance of 463.49 feet to a found 3/4-inch iron (with cap stamped "Cotton Surveying") for the southwest corner of said 4.882 acres and the most southerly southwest corner of the herein described tract;

THENCE, North 17°58'51" West, 350.00 feet, departing the northwest right-of-way of said Spell Road and the southeast line of said 4.822 acres to a found 3/4-inch iron (with cap stamped "Cotton Surveying") for the northwest corner of said 4.822 acres and an interior corner of the herein described tract;

THENCE, South 75°09'52" West, along the northwest line of the remainder of a called 8.000 acres conveyed to Ruth A. Hughes-Deaton by Warranty Deed with Vendor's Lien dated August 31, 2006 and filed for record under Clerk's File No. 20060029232 of the Harris County Official Public Records of Real Property, passing a found 5/8-inch iron rod (with cap stamped "King 4503") at a distance of 4.83 feet, continuing for a total distance of 388.70 feet to a found 5/8-inch iron rod (with cap stamped "King 4503") in the northeast right-of-way of said Huffsmith-Kohrville Road and the southwest line of said Unrestricted Reserve "C", for the northwest corner of said 8.000 acres and the most westerly southwest corner of said 78.4754 acres and the herein described tract;

THENCE, North 17°59'55" West, 1235.43 feet along northeast right-of-way of said Huffsmith-Kohrville Road, the southwest line of said Unrestricted Reserve "C" to the **POINT OF BEGINNING, CONTAINING** 70.3604 acres of land in Harris County, Texas

Cotton Surveying Company
8701 New Trails Drive, Suite 200
The Woodlands, TX 77381-4241
(281) 363-4039

Acting By/Through Ronald L. Hauck
Registered Professional Land Surveyor
No. 5343
rhauck@jonescarter.com
Texas Board of Professional Land Surveying
Registration No. 10046106

June 24, 2014

002426.4824-9705-9356.v2

Public Improvement District Number Four
Alexander Estates Section One Assessment Roll
City of Tomball, Texas

Owner	Lot	Block	Lot Size	principal	annual payment	term	annual admin fee	total annual payment
Triple LE, LLC	1	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	19	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	20	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	21	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	22	1	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	1	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	2	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	2	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	2	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	3	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	4	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	5	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	6	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	7	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	8	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	9	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
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Triple LE, LLC	22	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31

Triple LE, LLC	24	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	3	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	2	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	3	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	4	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	5	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	6	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	7	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	8	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	9	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	27	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	28	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	31	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	32	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	33	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	34	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	35	4	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	1	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	9	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	10	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	11	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	12	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	13	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	14	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	15	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	16	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	17	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	18	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	19	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	20	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	27	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	28	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	5	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	31	5	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	1	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	2	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	3	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	4	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	5	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	6	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	7	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	8	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

Triple LE, LLC	9	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	10	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	11	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	12	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	13	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	14	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	15	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	16	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	17	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	18	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	19	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	20	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	21	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	22	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	23	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	6	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31

Public Improvement District Number Four
Alexander Estates Section Two Assessment Roll (Alexander Estates Replat No. 3)
City of Tomball, Texas

Owner	Lot	Block	Lot Size	principal	annual payment	term	annual admin fee	total annual payment
Triple LE, LLC	23	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	24	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	25	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	26	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Lennar Homes of Texas Land & Construction LTD	27	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Lennar Homes of Texas Land & Construction LTD	28	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	29	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	30	1	60'	$ 31,263.00	$ 2,911.02	15 years	$ 121.29	$ 3,032.31
Triple LE, LLC	36	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	37	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	38	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	39	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	40	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	41	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	42	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	43	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	44	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	45	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	46	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	47	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	48	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	49	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	50	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	51	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	52	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	53	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	54	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	55	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	56	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	57	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	58	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	59	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	60	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	61	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	62	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	63	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	64	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	65	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	66	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	67	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	68	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	69	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	70	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	71	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	72	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	73	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	74	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	75	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	76	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	77	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

Triple LE, LLC	78	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	79	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	80	4	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	26	6	50'	$ 26,052.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	27	6	50'	$ 26,053.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	28	6	50'	$ 26,054.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	29	6	50'	$ 26,055.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	30	6	50'	$ 26,056.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	31	6	50'	$ 26,057.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	32	6	50'	$ 26,058.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Lennar Homes of Texas Land & Construction LTD	33	6	50'	$ 26,059.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	34	6	50'	$ 26,060.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	35	6	50'	$ 26,061.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	36	6	50'	$ 26,062.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	37	6	50'	$ 26,063.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	38	6	50'	$ 26,064.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	39	6	50'	$ 26,065.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	40	6	50'	$ 26,066.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	41	6	50'	$ 26,067.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	42	6	50'	$ 26,068.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	43	6	50'	$ 26,069.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	44	6	50'	$ 26,070.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	45	6	50'	$ 26,071.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	46	6	50'	$ 26,072.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	47	6	50'	$ 26,073.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	48	6	50'	$ 26,074.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	49	6	50'	$ 26,075.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	50	6	50'	$ 26,076.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	51	6	50'	$ 26,077.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	52	6	50'	$ 26,078.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	53	6	50'	$ 26,079.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	54	6	50'	$ 26,080.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	55	6	50'	$ 26,081.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	56	6	50'	$ 26,082.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	57	6	50'	$ 26,083.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	58	6	50'	$ 26,085.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14
Triple LE, LLC	59	6	50'	$ 26,086.50	$ 2,425.85	15 years	$ 121.29	$ 2,547.14

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Four (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Yaupon Trails Public Improvement District Number 5 (PID 5). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 5 are not changing.

The original SAP was adopted by City Council on September 6, 2016 (Ordinance No. 2016-16) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 5 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$88,418.16
Total Assessments: $88,418.16	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-40, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Yaupon Trails Public Improvement District Number 5 (PID 5).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-41

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE YAUPON TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Yaupon Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for March 2, 2015 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on March 2, 2015; and

WHEREAS, on March 2, 2015 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 16, 2015 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 15th day of August 2016, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Five
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2015-05 creating the Public Improvement District Number Five ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Yaupon Trails

Yaupon Trails contains 10.9461 acres of land and will contain 37 lots within the PID. The public improvements authorized under this Plan for Yaupon Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,023,685
Financing Costs (15 years @ 2.75%)	$239,430
Total Improvements	$1,263,115
Administration (5%)	$63,156
Total Costs (15 years)	$1,326,271

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2015. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 27,667.16	$2,275.88	15 years	$ 133.79	$ 2,389.68

11. Levy and Collection

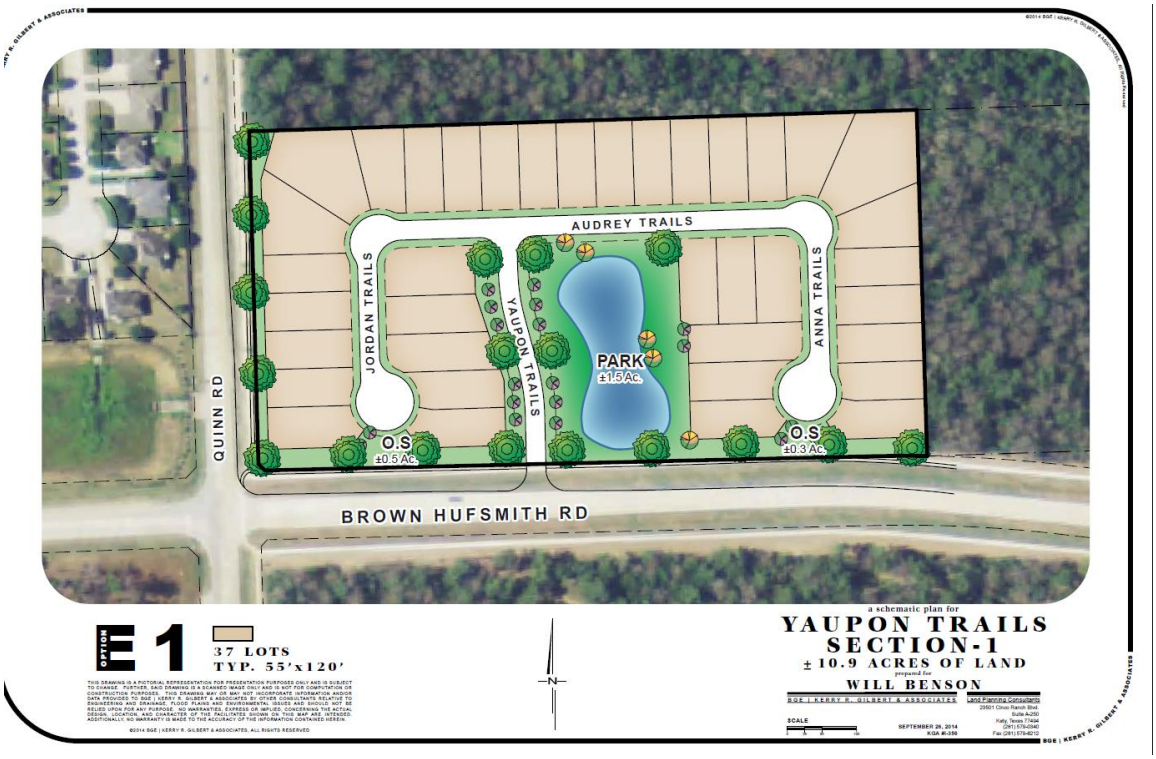
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A


AUDREY TRAILS
JORDAN TRAILS
YAUPON TRAILS
ANNA TRAILS
PARK
±1.5 Ac.
O.S
±0.5 Ac.
O.S
±0.3 Ac.
QUINN RD
BROWN HUFSMITH RD
OPTION
E 1
37 LOTS
TYP. 55'x120'
a schematic plan for
YAUPON TRAILS
SECTION-1
± 10.9 ACRES OF LAND
prepared for
WILL BENSON
SCALE
SEPTEMBER 29, 2014

Public Improvement District Number Five
Yaupon Trails Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
2	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
3	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
4	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
5	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
6	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
7	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
8	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
9	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
10	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
11	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
12	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
13	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
14	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
15	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
16	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
17	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
18	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
19	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
20	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
21	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
22	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
23	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
24	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
25	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
26	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
27	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
28	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
29	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
30	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
31	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
32	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
33	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
34	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
35	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
36	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68
37	1	**Youpon Trails LTD LLC**	$ 27,667.16	$ 34,138.23	15 Years	$ 2,275.88	$ 113.79	$ 2,389.68

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Five (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)
(insert name of public improvement district)
(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)
(insert name of city council or county commissioners court, as applicable)
(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Copper Cove Public Improvement District Number 6 (PID 6). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 6 are not changing.

The original SAP was adopted by City Council on March 4, 2019 (Ordinance No. 2019-01) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 6 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$101,919.48
Total Assessments: $101,919.48	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-42, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Copper Cove Public Improvement District Number 6 (PID 6).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by _____

Staff Member	Date	City Manager	Date

ORDINANCE NO. 2025-42

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE COPPER COVE PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Copper Cove Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for November 6, 2017 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 6, 2017; and

WHEREAS, on November 6, 2017 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on November 6, 2017 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 18th day of February 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Six
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2017-18 creating the Public Improvement District Number Six ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Yaupon Trails

Yaupon Trails contains 13.6 acres of land and will contain 52 lots within the PID. The public improvements authorized under this Plan for Yaupon Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,180,000
Financing Costs (15 years @ 2.75%)	$275,990
Total Improvements	$1,455,990
Administration (5%)	$72,800
Total Costs (15 years)	$1,528,790

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2017. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 22,692.31	$1,866.65	15 years	$ 93.33	$ 1,959.98

11. Levy and Collection

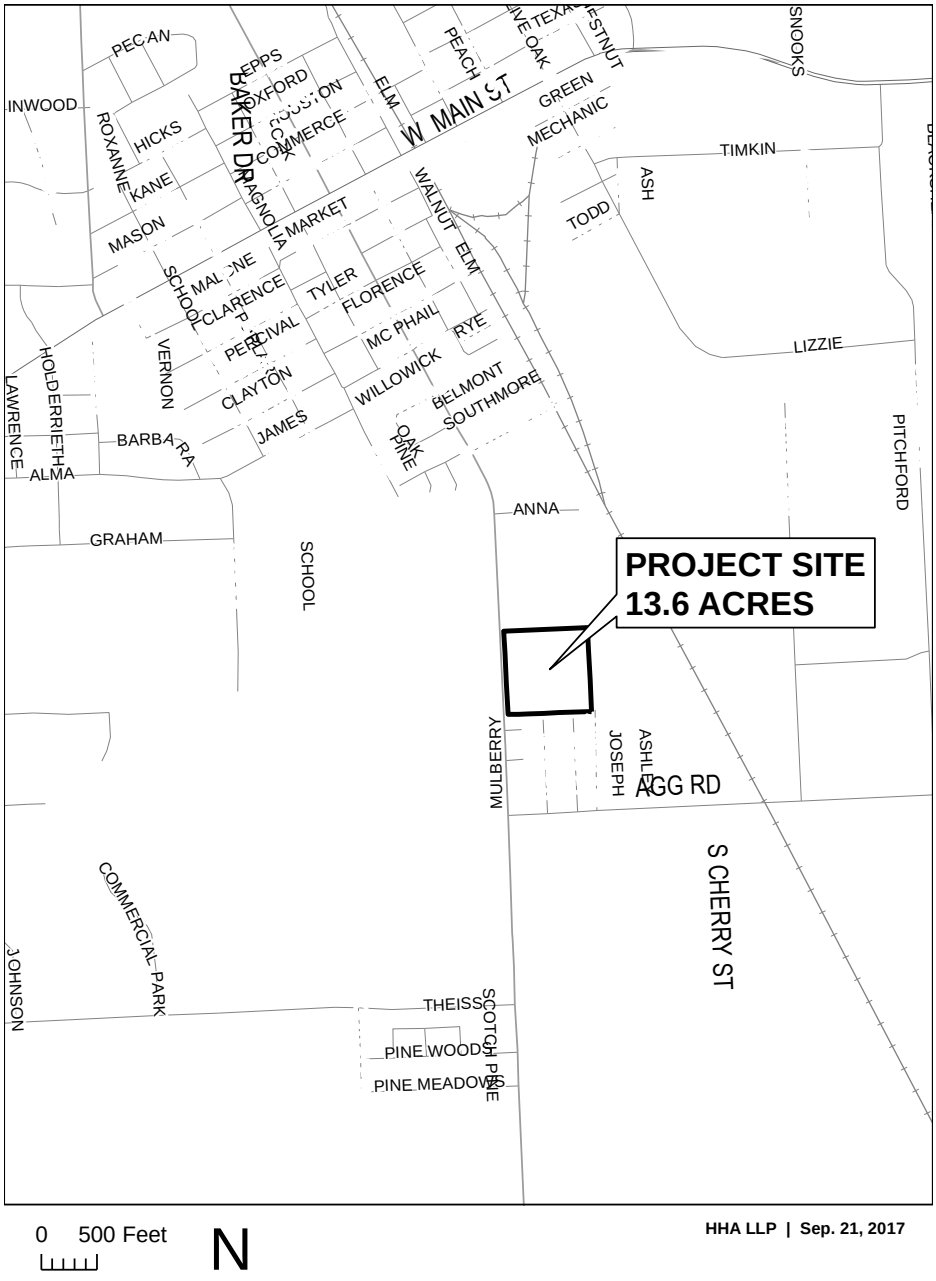
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A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TYLER
FLORENCE
PERCIVAL
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LIZZIE
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LAWRENCE
BARBARA
JAMES
OAK
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PITCHFORD
GRAHAM
SCHOOL
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13.6 ACRES
MULBERRY
JOSEPH
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SCOTCH PINE
PINE WOODS
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HHA LLP | Sep. 21, 2017

Public Improvement District Number Six
Copper Cove Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
2	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
3	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
4	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
5	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
6	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
7	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
8	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
9	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
10	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
11	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
12	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
13	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
14	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
15	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
16	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
17	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
18	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
19	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
20	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
21	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
22	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
23	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
24	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
25	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
26	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
27	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
28	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
29	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
30	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
31	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
32	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
33	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
34	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
35	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
36	1	**K.Hovnanian of Houston II, LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
37	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
38	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
39	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
40	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
41	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
42	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
43	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
44	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
45	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
46	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
47	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
48	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
49	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
50	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
51	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99
52	1	**Tomball Copper Cove LLC**	$ 22,692.31	$ 27,999.81	15 Years	$ 1,866.65	$ 93.33	$ 1,959.99

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Six (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)
(insert name of public improvement district)
(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)
(insert name of city council or county commissioners court, as applicable)
(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Grand Junction Public Improvement District Number 7 (PID 7). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 7 are not changing.

The original SAP was adopted by City Council on October 21, 2019 (Ordinance No. 2019-25) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 7 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$88,235.77
Total Assessments: $88,235.77	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-43, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Grand Junction Public Improvement District Number 7 (PID 7).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-43

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE GRAND JUNCTION PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Grand Junction Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for March 19, 2018 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on March 19, 2018; and

WHEREAS, on March 19, 2018 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on March 19, 2018 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 7th day of October 2019, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Seven
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2018-08 creating the Public Improvement District Number Seven ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement ("Agreement") executed between the developer and the City.

A. Grand Junction

Grand Junction contains 12.7 acres of land and will contain 49 lots within the PID. The public improvements authorized under this Plan for Grand Junction and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,021,650
Financing Costs (15 years @ 2.7490%)	$238,862
Total Improvements	$1,260,512
Administration (5%)	$63,026
Total Costs (15 years)	$1,323,538

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.7490% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 20,850.00	$1,714.98	15 years	$ 85.75	$ 1,800.73

11. Levy and Collection

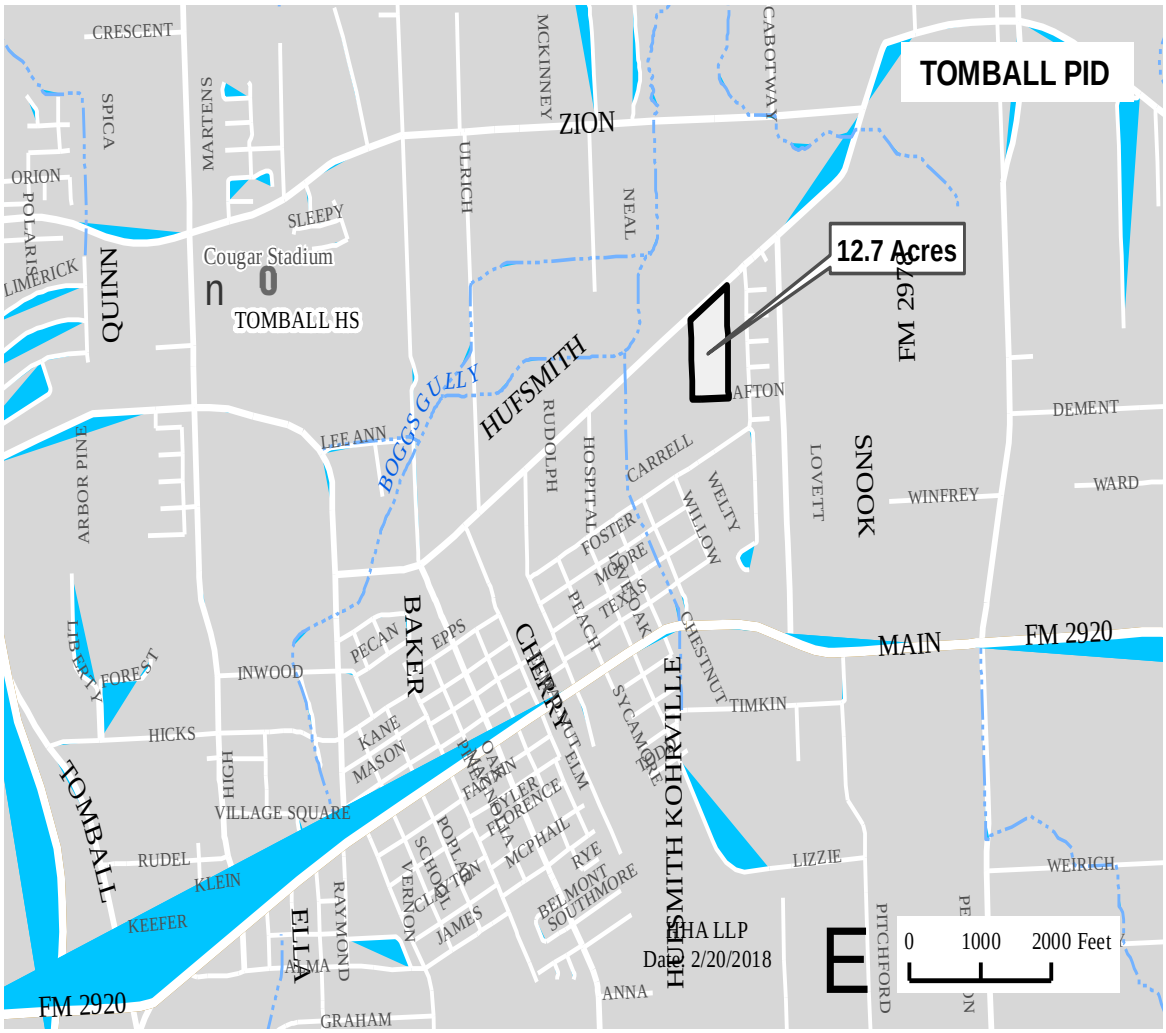
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A


TOMBALL PID
12.7 Acres
CRESCENT
SPICA
MARTENS
MCKINNEY
ZION
CABOTWAY
ORION
POLARIS
SLEEPY
ULRICH
NEAL
LIMERICK
QUINN
Cougar Stadium
TOMBALL HS
FM 2978
BOGGS GULLY
HUFSMITH
AFTON
DEMENT
LEE ANN
ARBOR PINE
RUDOLPH
HOSPITAL
CARRELL
LOVETT
SNOOK
WINFREY
WARD
FOSTER
WELTY
WILLOW
MOORE
TEXAS
OAK
PEACH
CHESTNUT
MAIN
FM 2920
LIBERTY
FOREST
INWOOD
PECAN
EPPS
BAKER
CHERRY
TIMKIN
HICKS
KANE
MASON
SYCAMORE
ELM
HUFSMITH KOHRVILLE
TOMBALL
HIGH
VILLAGE SQUARE
FANNIN
OYLER
FLORENCE
MCPHAIL
RUDEL
KLEIN
KEEFER
SCHOOL
VERNON
JAMES
RAYMOND
ELLA
ALMA
RYE
BELMONT
SOUTHMORE
LIZZIE
WEIRICH
PITCHFORD
ANNA
GRAHAM
FM 2920
HA LLP
Date: 2/20/2018
0
1000
2000 Feet

Public Improvement District Number Seven
Grand Junction Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
4	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
5	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
11	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
12	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
13	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
14	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
15	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
16	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
17	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
18	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
19	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
20	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
21	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
22	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
23	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
24	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
25	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
26	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
27	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
28	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
29	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
30	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
31	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
32	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
33	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
34	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
35	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
36	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
37	1	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
1	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
2	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
3	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
4	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
5	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
6	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
7	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
8	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
9	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
10	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
11	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73
12	2	Tomball Grand Junction, LLC	$ 20,850.00	$ 25,724.73	15 Years	$ 1,714.98	$ 85.75	$ 1,800.73

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Seven (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Timber Trails Public Improvement District Number 8 (PID 8). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 8 are not changing.

The original SAP was adopted by City Council on October 20, 2020 (Ordinance No. 2020-15) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 8 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$228,885.63
Total Assessments: $228,885.63	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-44, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Timber Trails Public Improvement District Number 8 (PID 8).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-44

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE TIMBER TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Timber Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for November 5, 2018 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 5, 2018; and

WHEREAS, on November 5, 2018 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on November 5, 2018 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 6th day of July 2020, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Eight
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2018-29 creating the Public Improvement District Number Eight ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Timber Trails

Timber Trails contains 23.6 acres of land and will contain 104 lots within the PID. The public improvements authorized under this Plan for Timber Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$2,650,000
Financing Costs (15 years @ 2.75%)	$619,799
Total Improvements	$3,269,799
Administration (5%)	$163,490
Total Costs (15 years)	$3,433,290

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2019. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 2.75% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lot basis with two lot categories. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

40-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 21,810.70	$1,794.13	15 years	$ 103.80	$ 1,897.93

50-Foot Lots

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
$ 27,263.37	$2,242.66	15 years	$ 103.80	$ 2,346.46

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

DESCRIPTION OF
23.632 ACRES OR 1,029,412 SQ. FT.

A TRACT OR PARCEL CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND, BEING OUT OF A CALLED 25.7329 ACRE TRACT OF LAND CONVEYED TO JAYANTI K. PATEL, AS RECORDED UNDER HARRIS COUNTY CLERK FILE (H.C.C.F.) NUMBER (NO.) 20080549943, BEING A PORTION OF LOTS 82, 78, 79, 75, 96, 95, 94, AND 93 OF FIVE ACRE TRACTS TOM BALL TOWNSITE, MAP OR PLAT THEREOF RECORDED UNDER VOLUME (VOL.) 2, PAGE (PG.) 65, OF THE HARRIS COUNTY MAP RECORDS (H.C.M.R.), SITUATED IN THE RALPH HUBBARD SURVEY, ABSTRACT NO. 383, HARRIS COUNTY, TEXAS, WITH SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 1/2 INCH IRON ROD FOUND ON THE NORTHWEST RIGHT OF WAY (R.O.W.) LINE OF CARRELL STREET, 60 FEET WIDE, FOR THE SOUTHWEST CORNER OF A CALLED 2.775 ACRE TRACT OF LAND CONVEYED TO WILLIAM DOCK ADAMS, AS RECORDED UNDER H.C.C.F. NO. 20100137241, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST R.O.W. LINE OF SAID CARRELL STREET, A DISTANCE OF 194.36 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF A CALLED 1.6116 ACRE TRACT CONVEYED TO JOSE BARAJAS, AS RECORDED UNDER H.C.C.F. NO. Y732741, AND A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 28 DEG. 13 MIN. 32 SEC. WEST, ALONG THE NORTHEAST LINE OF SAID CALLED 1.6116 ACRE TRACT, A DISTANCE OF 208.00 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID CALLED 1.6116 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 42 MIN. 47 SEC. WEST, ALONG THE NORTHWEST LINE OF SAID CALLED 1.6116 ACRE TRACT, PASSING AT A DISTANCE OF 337.50 FEET A CAPPED 1/2 INCH IRON ROD STAMPED "WEST STAR" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 1.6116 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 427.04 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 29 DEG. 38 MIN. 31 SEC. WEST, A DISTANCE OF 345.09 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE EAST LINE OF A CALLED 70 FEET WIDE STRIP OF LAND CONVEYED TO HARRIS COUNTY FLOOD CONTROL DISTRICT, AS RECORDED UNDER H.C.C.F. NO. B258990, FOR A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEG. 23 MIN. 20 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 70 FEET WIDE STRIP OF LAND, A DISTANCE OF 812.86 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST R.O.W. LINE OF HUFFSMITH ROAD, CALLED 50 FEET WIDE, FOR THE NORTHEAST CORNER OF SAID CALLED 70 FEET WIDE STRIP OF LAND, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53 DEG. 38 MIN. 53 SEC. EAST, ALONG THE SOUTHEAST R.O.W. LINE OF SAID HUFFSMITH ROAD, A DISTANCE OF 866.89 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" FOR THE NORTHWEST CORNER OF A CALLED 3.0832 ACRE TRACT CONVEYED TO FRANK HARVEY METZLER, AS RECORDED UNDER H.C.C.F. NO. 20120329200, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 23 MIN. 55 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 638.91 FEET TO A CAPPED 5/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 46 MIN. 08 SEC. EAST, ALONG THE SOUTH LINE OF SAID CALLED 3.0832 ACRE TRACT, A DISTANCE OF 189.75 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE WEST LINE OF A CALLED 12.707 ACRE TRACT CONVEYED TO TOMBALL GRAND JUNCTION, LLC, AS RECORDED UNDER H.C.C.F. NO. RP-2018-247147, FOR THE SOUTHEAST CORNER OF SAID CALLED 3.0832 ACRE TRACT, AND THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A CAPPED 5/8 INCH IRON ROD STAMPED "A&B RPLS 5685" BEARS NORTH 87 DEG. 48 MIN. 18 SEC. EAST, 0.42 FEET;

THENCE, SOUTH 01 DEG. 23 MIN. 33 SEC. EAST, ALONG THE WEST LINE OF SAID CALLED 12.707 ACRE TRACT, A DISTANCE OF 122.27 FEET TO A 1/2 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID CALLED 12.707 ACRE TRACT, THE MOST NORTHERLY NORTHWEST CORNER OF AFORESAID CALLED 2.775 ACRE TRACT, AND AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 28 MIN. 47 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 337.40 FEET TO A 3/4 INCH IRON PIPE FOUND FOR AN INTERIOR CORNER OF SAID CALLED 2.775 ACRE TRACT, AND THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 54 MIN. 18 SEC. WEST, ALONG A NORTH LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 89.29 FEET TO A 3/4 INCH IRON ROD FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF SAID CALLED 2.775 ACRE TRACT, AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 22 MIN. 26 SEC. EAST, ALONG A WEST LINE OF SAID CALLED 2.775 ACRE TRACT, A DISTANCE OF 421.17 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 23.632 ACRES OR 1,029,412 SQUARE FEET OF LAND.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

10-15-2018
DATE

Public Improvement District Number Eight
Timber Trails Subdivision Section One Assessment Roll
City of Tomball, Texas

OWNER	Block	Lot	Lot Width	Principal	Assessment with Interest	Term	Annual Payment	Admin Fee	Total Annual Payment
Stylecraft Builders, Inc.	1	1	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	2	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	3	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	4	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	5	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	6	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	7	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	8	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	9	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	10	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	11	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	12	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	13	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	14	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	15	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	16	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	17	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	18	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	19	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	1	20	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	21	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	22	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	23	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	24	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	25	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	26	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	27	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	28	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	29	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	30	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	31	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	32	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Tomball Timber Trails, LLC	1	33	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93
Stylecraft Builders, Inc.	2	1	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	2	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	3	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	4	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	5	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	6	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	7	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	8	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	9	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	10	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	11	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	12	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	13	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	14	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	15	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	16	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46
Stylecraft Builders, Inc.	2	17	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46

Tomball Timber Trails, LLC	2	18	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	19	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	20	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	21	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	22	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	23	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	24	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	25	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	26	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	27	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	2	28	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	29	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	2	30	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	1	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	2	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	3	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	4	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	5	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	6	40	$ 21,810.70	$ 26,911.95	15 Years	$ 1,794.13	$ 103.80	$ 1,897.93		
Stylecraft Builders, Inc.	3	7	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	8	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	9	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	10	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	11	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	12	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	13	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	14	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	15	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	16	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	17	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	18	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	19	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	20	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	21	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	22	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	23	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	24	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	25	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	26	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	27	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	28	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	29	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	30	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	31	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	32	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	33	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	34	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	35	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	36	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	37	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Tomball Timber Trails, LLC	3	38	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	39	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	40	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	41	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		
Stylecraft Builders, Inc.	3	42	50	$ 27,263.37	$ 33,639.90	15 Years	$ 2,242.66	$ 103.80	$ 2,346.46		

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Eight (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller	Date	Signature of Seller	Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer	Date	Signature of Buyer	Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 20, 2025

Topic:

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

Background:

Approval of this Ordinance will approve the 2025 annual update to the Service and Assessment Plan (SAP) for the Pine Trails Public Improvement District Number 13 (PID 13). Under Section 372.013(b) of the Texas Local Government Code, the City Council is required to annually review and potentially update the SAP. Under the 2025 SAP update, which also updates the assessment roll for 2025, the applicable assessment rates of PID 13 are not changing.

The original SAP was adopted by City Council on October 3, 2022 (Ordinance No. 2022-27) and includes a 15-year payment term. The 2025 annual installment to be collected from parcels within PID 13 as shown on the assessment roll of the 2025 SAP update with a summary below, due on January 31, 2026.

Improvement Area	Annual Installment (with Admin. Fees)
Improvement Area One	$163,170.00
Total Assessments: $163,170.00	

Origination: Project Management

Recommendation:

Staff recommends adopting on second reading, Ordinance 2025-45, authorizing and improving the 2025 Annual Service and Assessment Plan Update for the Pine Trails Public Improvement District Number 13 (PID 13).

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

ORDINANCE NO. 2025-45

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS APPROVING THE 2025 ANNUAL UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR THE PINE TRAILS PUBLIC IMPROVEMENT DISTRICT INCLUDING THE COLLECTION OF THE 2025 ANNUAL INSTALLMENTS.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "City") received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the "Act" requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Pine Trails Public Improvement District (the "District"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Harris County Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council accepted the Petition and called a public hearing for September 20, 2021 on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021; and

WHEREAS, on September 20, 2021 the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District and approved the Finding Resolution; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on September 20, 2021 (the " Creation Resolution") and recorded the Creation Resolution as authorized by the Act; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan for Authorized Improvements within the District (the "Service and Assessment Plan") and an assessment roll for of the District (the "Assessment Roll") that states the assessment against each parcel of land within the District (the "Assessments"); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Service and Assessment Plan and the proposed Assessment Roll on property within the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property in the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property in the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at 6:00 p.m. on the 19th day of September 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Authorized Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council approved an Ordinance levying Assessments on property within the District; and

WHEREAS, pursuant to the Act, the Service and Assessment Plan and Assessment Roll is required to be reviewed and updated annually as described in Sections 372.013 and 372.014 of the PID Act; and

WHEREAS, the City Council has directed that an update to the Service and Assessment Plan and the Assessment Roll for the District be prepared for 2025 (together, the "2025 Updates"); and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance approving the 2025 Updates attached thereto, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance to be in the best interest for the citizens of Tomball, Texas.

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

SECTION 1: That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2: That the 2025 Updates attached hereto as Exhibit A are hereby approved and accepted as provided.

SECTION 3: If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Ordinance without the invalid provision.

SECTION 4: That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Tomball, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Tomball without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This ordinance shall take effect immediately from and after its passage as the law in such case provides.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER, 2025.

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

SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2025.

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

_____
Lori Klein-Quinn, Mayor

ATTEST:

_____
Thomas Harris III, City Secretary

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Lori Klein Quinn the Mayor of the City of Tomball, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

[NOTARY STAMP]

_____
Notary Public, State of Texas

EXHIBIT A
2025 SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL UPDATE

EXHIBIT A
Service and assessment Plan
Public Improvement District Number Thirteen
City of Tomball, Texas

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code ("the Act"), and pursuant to Resolution 2021-25 creating the Public Improvement District Number Thirteen ("PID"), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PID under the Development Agreement ("Agreement") executed between the developer and the City.

A. Pine Trails of Tomball

Pine Trails of Tomball Subdivision contains 13.38 acres of land and will contain 50 lots within the PID. The public improvements authorized under this Plan for Pine Trails and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	$1,668,925
Financing Costs (15 years @ 4.5%)	$662,075
Total Improvements	$2,331,000
Administration (5%)	$116,550
Total Costs (15 years)	$2,447,550

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2021. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 4.5% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total Assessment	Annual Assessment Installment	Financed Assessment Term	City Annual Administrative Cost	Annual Administrative Cost	Total Annual Payment
$ 33,378.51	$3,108.00	15 years	$60.00	$ 95.40	$ 3,263.40

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been

improved with a habitable structure as evidenced by the issuance of a certificate of occupancy or by full improvement valuation on the Harris County Appraisal District rolls. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment has been pain in full. The owner of assessed property may pay at any time the entire easement then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A

Two ten-acre tracts of land in the Southwest corner of that certain 100-acre tract out of the Western portion of the East 1/2 of Joseph House League, Abstract No. 34, in Harris County, Texas, described in Deed from Henry W. Hoffman, et al to Albert B. Metzler, et al recorded in Volume 914, Page 619 of the Deed Records of Harris County, Texas described as follows:

TRACT ONE:

That certain 10 acre tract of land set apart to Julia Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of said 100 acre tract, above referred to;

THENCE North along the West line of said 100 acre tract a distance of 599.5 feet to a point for the Northwest corner, same being the Southwest corner of the 10 acre tract set apart to Max R. Metzler in the above mentioned Partition Deed;

THENCE East along the dividing line between the said Julia Metzler tract and the Max R. Metzler tract a distance of 726.385 feet to their common East corner, same being the Northwest corner of the 10 acre tract set apart to Ida Metzler Ramsey in said Partition Deed;

THENCE South along the West line of said Ida Metzler Ramsey 10 acre tract a distance of 599.5 feet to a point for corner in the South line of said Metzler 100 acre tract;

THENCE West along said South line a distance of 726.385 feet to the PLACE OF BEGINNING.

TRACT TWO:

That certain 10 acre tract of land set apart to Max R. Metzler in the Partition Deed between the heirs of J. Henry Metzler dated April 28, 1939 recorded in Volume 1124, at Page 636 of the Deed Records of Harris County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of the 10 acre tract set apart to Julia Metzler in said Partition Deed said point being located 599.5 feet North of the Southwest corner of said Metzler 100 acre tract;

THENCE East along the North line of said Julia Metzler 10 acre tract 726.385 feet to the Northeast corner thereof, same being the Southwest corner of the 10 acre tract set apart to John J. Metzler in said Partition Deed;

THENCE North along the West line of said John J. Metzler 10 acre tract a distance of 599.5 feet to a point for corner, same being the Southeast corner of the 10 acre tract set apart to Olga Wolk in said Partition Deed;

THENCE West along the South line of said Olga Wolk 10 acre tract 726.385 feet to the Southwest corner thereof in the West line of said Metzler 100 acre tract;

THENCE South along said West line a distance of 599.5 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT those certain 6.292 acre and 0.1028 acre tracts conveyed to the City of Tomball by Deeds recorded under Clerk's File Nos. Y538668 and Y976041, respectively, of the Real Property Records of Harris County, Texas.

Public Improvement District Number Thirteen
Pine Trails of Tomball Subdivision Assessment Roll
City of Tomball, Texas

OWNER	Block	Lot	Principal	Term	Interest Rate	Annual Payment	City Admin Fee	Admin Fee	Total Annual Payment
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	9	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	11	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	12	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	13	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	14	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	15	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	16	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	19	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	20	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	21	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	22	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	23	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	24	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	25	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	26	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	27	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	28	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	29	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	30	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	31	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	1	32	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	1	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	2	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	3	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	4	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	5	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	6	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	7	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	8	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	9	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	10	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	11	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	12	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	13	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	14	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	15	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	16	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	17	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40
CLASSIC NEIGHBORHOOD – FC HOLDINGS, LLC	2	18	$ 33,378.51	15 Years	4.50%	$ 3,108.00	$ 60.00	$ 95.40	$ 3,263.40

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-08-2021

ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Tomball ,TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert name of municipality or county levying assessment)

_____
(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Tomball, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within PID Number Thirteen (the "District") created under Subchapter A, Chapter 372 Local Government Code.

(insert name of municipality or county, as applicable)

(insert name of public improvement district)

(insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable)

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Tomball. The exact amount of each annual installment will be approved each year by Tomball City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Tomball.

(insert name of municipality or county, as applicable)

(insert name of city council or county commissioners court, as applicable)

(insert name of municipality or county, as applicable)

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve Minutes of Oct. 20, 2025, Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Shannon Bennett, Assistant City Secretary

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF REGULAR AGENDA
CITY OF TOMBALL, TEXAS

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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 20, 2025, 5:00 P.M., at 401 Market Street, Tomball, Texas 77375.

A. Mayor Pro Tem Randy Parr called the meeting to order at 5:03 P.M.

PRESENT:
Mayor Pro Tem Randy Parr
Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington

ABSENT (EXCUSED):
Mayor Lori Klein Quinn

CITY STAFF PRESENT:
City Manager - David Esquivel
City Secretary – Thomas Harris III
City Attorney – Loren A. Smith
Assistant City Secretary – Shannon Bennett
Community Development Director – Craig Meyers
Fire Chief – Joe Sykora
Captain - Brandon Patin
Human Resources Director - Kristie Lewis
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects – Luisa Taylor
Director of I.T. – Ben Lato
Project Manager - Meagan Mageo
Police Officer – Bryce Smith

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

There were no public comments received.

C. General Discussion

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

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

D. Proposed Future Agenda Items (To be discussed in order or at Councils discretion, time permitting)

Discussion was only held for Item D.1 & D.7

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

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

3. Workshop Discussion Only- Approve an expenditure of greater than $100,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of $116,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2025-2026 Budget.

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

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

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

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

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

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

Mayor Pro Tem Randy Parr recessed the meeting at 5:53 p.m. and reconvened it at 6:08 p.m.

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

G. Pledges to U.S. and Texas Flags led by Fire Chief Joe Sykora

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

- *Amanda Kelly 19710 Rippling Brook Lane, reminded the City Council of the 17th Annual Halloween Trick or Treat Market from 9:00 a.m.-1 p.m.*

- *Earl Detwiler, 66 Texas Street, commended Cindy Kell, Code Compliance Officer, and the Tomball Police Department for the good job they are doing.*

I. Presentations

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

Mayor Pro Tem Randy Parr presented the Municipal Court Staff with a proclamation and proclaimed November 3rd – 7th as 2025 Municipal Court Week.

J. Reports and Announcements

1. Announcements

I. Upcoming events:

- October 21, 2025 – 2025 TEDC Economic Outlook Luncheon from 11 a.m. – 1 p.m. at Lone Star College-Tomball (30555 Tomball Pkwy)
- October 25, 2025 – Cancer Kiss My Cooley 5k & Superhero Kids Dash from 6:30 – 11 a.m. near Paradigm Brewery
- November 1, 2025 – Depot Day Fall Fest from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- November 5, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Chick-fil-A (14314 FM 2920 Rd)
- November 8, 2025 – Tidy Up Tomball from 8:00 – 11:30 a.m. at First Baptist Church Parking Lot (407 Houston St)
- November 8, 2025 – 2nd Saturday at the Depot from 4:00 – 8:00 p.m. at Tomball Depot Plaza
- November 13, 2025 – Kaffeeklatsch Holiday Special from 11:30 a.m. – 1:00 p.m. at Tomball Community Center
- November 20, 2025 – Let's Talk! from 5:00 – 7:30 p.m. at Tomball Community Center

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

- City Manager David Esquivel informed Council that the CPF Grant projects on are hold due to the government shutdown.

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

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

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

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

   Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Old Business Consent Agenda items.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

   Absent (Excused): Mayor Klein Quinn

   Motion carried unanimously.

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

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

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

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

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

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

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

5. Approve the purchase of vehicle upfitting and other repairs and maintenance from Dana Safety Supply, Inc. through a BuyBoard Cooperative Purchasing Network (Contract #698-23) for a not-to-exceed amount of $182,850, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. The purchases are included in the FY 2025-2026 Budget.

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

7. Approve annual purchases of supplies and materials from Amazon Capital Services, Inc. through the OMNIA Partners Cooperative (Contract # R-TC-17006) for a not-to-exceed amount of $161,200, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

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

9. Approve a contract with B & C Constructors, LP for general contractor services through a 1GPA Contract (Contract No. 24-06DP-01) for a not-to-exceed amount of $400,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2026 adopted budget.

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

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

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

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

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

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

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

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

Motion made by Council 4 Covington, Seconded by Council 1 Ford to approve New Business Consent Agenda items except Item 16 & 17.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Absent (Excused): Mayor Klein Quinn

Motion carried unanimously.

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

    Motion made by Council 1 Ford, Seconded Council 4 Covington by to approve New Business Consent Agenda item 16.

    Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

    Absent (Excused): Mayor Klein Quinn

    Motion carried unanimously.

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

    Motion made by Council 4 Covington, Seconded by Council 2 Garcia to approve New Business Consent Agenda item 17.

    Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

    Absent (Excused): Mayor Klein Quinn

    Motion carried unanimously.

M. New Business

Project Manager Meagan Mageo provided an overview of Items M.1-9.

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

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

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

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

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

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

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

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

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

   Motion made by Council 1 Ford, Seconded by Council 4 Covington to adopt Ordinance No .2025-37 thru 2025-45.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

   Absent (Excused): Mayor Klein Quinn

   Motion carried unanimously.

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

Motion made by Covington Council 1 Ford, Seconded by Council 2 Garcia to elect Sally Branson as the TML Region 14 Director.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Absent (Excused): Mayor Klein Quinn

Motion carried unanimously.

N. Mayor Pro Tem Randy Parr adjourned the meeting at 7:00 p.m.

PASSED AND APPROVED on this 3rd day of November 2025.

Thomas Harris III, TRMC
City Secretary

Lori Klein Quinn
Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

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

Background:

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

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

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

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

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

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

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

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

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

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

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

Origination: Information Technology

Recommendation:

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

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Ben Lato Approved by

Staff Member Date City Manager Date

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Tomball, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

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

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

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

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

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

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

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

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

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

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

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

SECTION D – THIRD PARTY PRODUCTS

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

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

3. Third Party Products Warranties.

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

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

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

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

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

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

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.

By: _____

Name: Rob Kennedy-Jensen

Title: Group General Counsel

Date: January 6, 2023

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

City of Tomball, TX

By: _____

Name: David Esquivel

Title: City Manager

Date: 01/06/23

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

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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

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

Tyler Annual Software – SaaS

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

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

TOTAL:	**$ 110,477**

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

Comments

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

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

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

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

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

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

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

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

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

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Policy

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

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

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

2. Other Tyler Software and Services.

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

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

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

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

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

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

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

3. Third Party Products.

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

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

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

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

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

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

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

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

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

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

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

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

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

Exhibit C
Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

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

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

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

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

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

Support Resources

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

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

Support Availability

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

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

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

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

Incident Escalation

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

Remote Support Tool

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

Empowering people who serve the public®

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

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

THIS IS NOT AN INVOICE
PROFORMA

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

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

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

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

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

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

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

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

SOFTWARE AS A SERVICE AGREEMENT

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

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

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

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

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

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

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

SECTION A – DEFINITIONS

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

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

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees

commensurate with the overage(s).

3. Ownership.

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

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

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

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

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

6. SaaS Services.

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

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

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

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

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with

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

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

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

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

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

SECTION D – THIRD PARTY PRODUCTS

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

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

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

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS

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

2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

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

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

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written

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

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Contract Documents. This Agreement includes the following exhibits:

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

SIGNATURE PAGE FOLLOWS

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

Tyler Technologies, Inc.

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

Name: Sherry Clark

Title: Group General Counsel

Date: 11/29/23

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

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

City of Tomball, TX

By: David Esquivel

Name: David Esquivel

Title: City Manager

Date: 11/21/23

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

tyler

Exhibit A
Investment Summary

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

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

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tyler technologies

Sales Quotation For: Tomball Police Department
Quote Number: 2023-392810-D9S8N8

SOFTWARE PRODUCTS INCLUDED

Enterprise Public Safety

Computer Aided Dispatch

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

Law Enforcement Records Management System

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

Mobile

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

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

Other Software

- Workstation License

ANNUAL/SAAS COSTS INCLUDED

Enterprise Public Safety

Law Enforcement Records Management System

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

Other Software

- Public Safety SaaS Fee

Hosting

- Mobility Hosting Annual Fee

Recurring Costs

- Data Archive

Subscription Fees

- Link Analysis

SERVICES INCLUDED

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

THIRD PARTY PRODUCTS INCLUDED

Enterprise Public Safety

Third Party

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

SUMMARY COSTS

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

Exhibit B
Invoicing and Payment Policy

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

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

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

2. Professional Services.

   2.1 The implementation and other professional services in the amount of $273,335 as set forth in the Investment Summary shall be invoiced in four (4) equal payments as follows:

   Payment 1: Invoiced on the Effective Date
   Payment 2: Invoiced 6 months from the Effective Date
   Payment 3: Invoiced 12 months from the Effective Date
   Payment 4: Invoiced 18 months from the Effective Date

3. Third Party Products.

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

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

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

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

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

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

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

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

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

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

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

   B. Baggage Fees

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

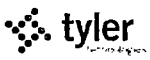
   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

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



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

B. Rental Car

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

C. Public Transportation

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

D. Parking & Tolls

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

3. Lodging

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

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

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

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

4. Meals and Incidental Expenses

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

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

A. Overnight Travel

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

Departure Day

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

Return Day

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

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

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

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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

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

5. Internet Access – Hotels and Airports

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

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

6. International Travel

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

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

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

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

Exhibit C
Service Level Agreement

I. Agreement Overview

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

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

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

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

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

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

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

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

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

III. Service Availability

a. Your Responsibilities

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

b. Our Responsibilities

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

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

c. Client Relief

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

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

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

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

IV. Maintenance Notifications

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

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

Exhibit C
Schedule 1
Support Call Process

Support Channels

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

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

Support Resources

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

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

Support Availability

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

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

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

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

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

Incident Handling

Incident Tracking

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

Incident Priority

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

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

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

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

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

Incident Escalation

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

Remote Support Tool

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

Exhibit D
Statement of Work

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Tomball Police Department

SOW from Tyler Technologies, Inc.

10/10/2023

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

Contact:
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

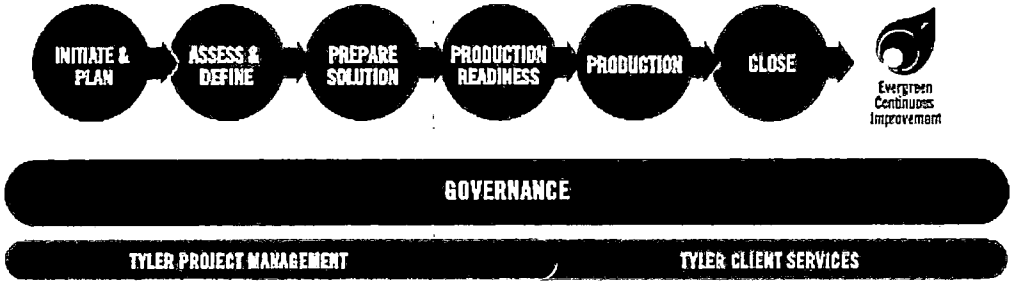
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single,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

1.3 Methodology

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

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

Tyler's Six Stage Project Methodology



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

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

Iterative Project Model

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

Part 2: Project Foundation

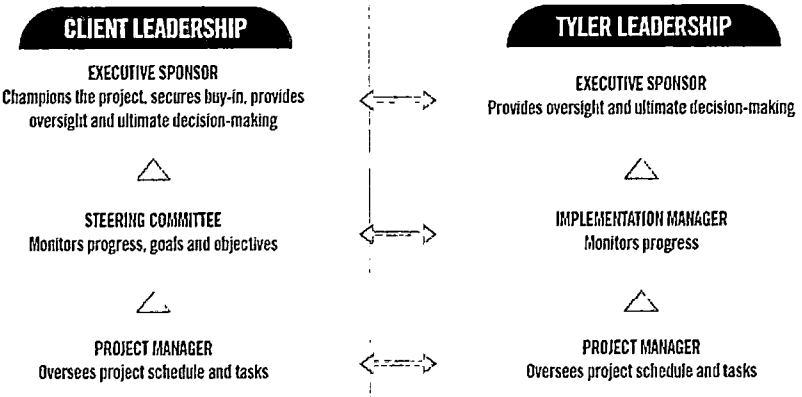
2. Project Governance

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

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

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

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

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

Project Management Triangle

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

3.2 Change Control

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

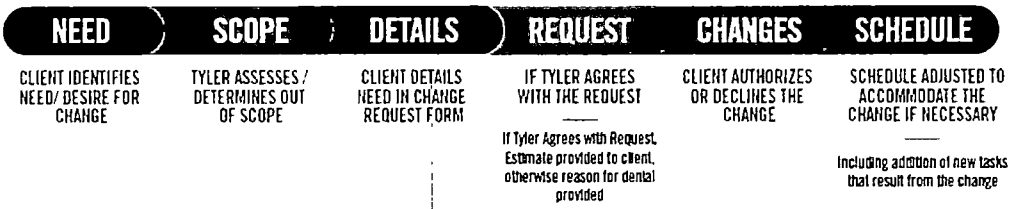
3.3 Change Request Management

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

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

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

Change Request Process



4. Acceptance Process

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

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

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

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

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

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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

5.1.1 Tyler Executive Manager

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

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

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

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

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

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

5.2 Tomball Roles & Responsibilities

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

5.2.1 Tomball Executive Sponsor

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

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

5.2.2 Tomball Steering Committee

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

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

5.2.3 Tomball Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

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

5.2.3.4 Resource Management

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

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

5.2.4 Tomball Functional Leads

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

5.2.5 Tomball Power Users

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

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

5.2.6 Tomball End Users

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

5.2.7 Tomball Technical Lead

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

5.2.7.1 Tomball GIS

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

5.2.7.2 Tomball Upgrade Coordination

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

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

5.2.8 Tomball Change Management Lead

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

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)

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

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

6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

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

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

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

6.1.2 Project/Phase Planning

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

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

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

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

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

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

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

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

Objectives:

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

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

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

Inputs	Initial Infrastructure Requirements

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

6.1.4 Stakeholder Meeting

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

Objectives:

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

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

Inputs	Agreement
	SOW
	Project Management Plan

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

Work package assumptions:

- None

6.1.5 GIS Preparation

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

Objectives:

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

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

Inputs	GIS Requirements Document

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

Work package assumptions:

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

- Tomball is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

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

STAGE 2	Solution Orientation	
	Tyler	Tomball

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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	**Current & Future State Analysis**	
	Tyler	Tomball

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

Inputs	Tomball current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

6.2.3 Conversion Assessment

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

Objectives:

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

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

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

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

Work package assumptions:

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

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

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

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

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

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

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

Training (if applicable)																

Outputs / Deliverables		**Acceptance Criteria [only] for Deliverables**
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Tomball Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Tomball will provide network access for Tyler modules, printers, and Internet access to all applicable Tomball and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

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

Objectives:

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

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

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

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

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

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

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

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

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Tomball-specific process documentation (completed by Tomball)	

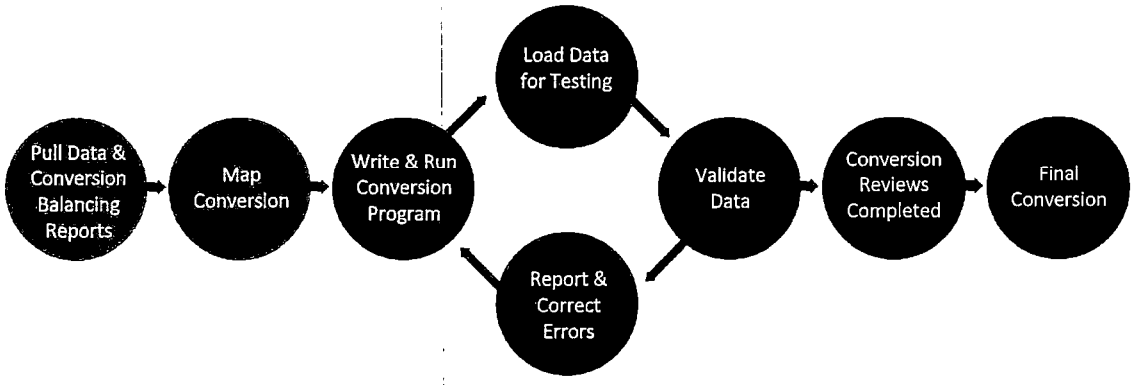
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Tomball's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Tomball will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Tomball to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Tomball will provide a single file layout per source system as identified in the investment summary.
- The Tomball subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Tomball project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Tomball team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Tomball to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Tomball verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Tomball organization is ready to move forward with go-live and training (if applicable).

STAGE 4	**Solution Validation**																	
	Tyler								Tomball									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Tomball updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Tomball will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Tomball has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Tomball will jointly agree

to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Tomball

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Tomball users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Tomball specific business process documentation. Tomball-led training labs using Tomball specific business process documentation if created by the Tomball can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Tomball is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Tomball-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Tomball signoff that training was delivered

Work package assumptions:

- The Tomball project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.

- Tyler will work with the Tomball as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Tomball departments.
- The Tomball will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Tomball will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Tomball to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Tomball and Tyler will complete work assigned to prepare for Go-Live.

The Tomball provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Tomball manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Tomball during Go-Live activities. The Tomball transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Tomball data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Tomball confirms data is available in production environment

Work package assumptions:

- The Tomball will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Tomball business processes required for Go-Live are fully documented and tested.
- The Tomball Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Tomball Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Tomball onto the Tyler Client Services team, who provides the Tomball with assistance following Go-Live, officially transitioning the Tomball to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Tomball teams for key processes and subject areas.

STAGE 5	Transition to Client Services															
	Tyler								Tomball							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Tomball to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Tomball

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Tomball transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Tomball for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Tomball teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Tomball
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Tomball may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Tomball teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Tomball								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Tomball and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Tomball acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Tomball will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Tomball Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Tomball project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Tomball is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Tomball to make process changes.
- The Tomball is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Tomball is responsible for managing Organizational Change. Impacted Tomball resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Tomball resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Tomball resources will participate in scheduled activities as assigned in the Project Schedule.
- The Tomball team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Tomball will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Tomball will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Tomball makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Tomball will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Tomball will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Tomball is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Tomball representatives to identify business rules before writing the conversion. The Tomball must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Tomball will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Tomball Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Tomball is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The Tomball will provide dedicated space for Tyler staff to work with Tomball resources for both on-site and remote sessions. If Phases overlap, Tomball will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Tomball will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.

Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]
Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only

	one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.
Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Public Safety Data Archive Appendix

Conversion assistance will be provided to help convert the data files specified in the Investment Summary. If additional files are identified after contract execution, estimates will be provided to the Tomball prior to Tyler beginning work on those newly identified files.

9.1.1 General

1. A Data Conversion Assessment to verify the scope of the conversion project will be conducted. A Data Conversion Plan will be generated based on this assessment. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The Tomball may elect to cancel or proceed with the conversion effort based on the revised estimate.

2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the Tomball prior to providing the data to Tyler.

9.1.2 Tyler Technologies Responsibilities

1. Tyler will create and provide the Tomball with a Data Conversion Plan for signoff prior to beginning development work on the data conversion. No conversion programming by Tyler will commence until this document is approved.

2. Tyler will provide the data conversion programs to load the Tomball data to the Tyler Data Archive for the specified files that contain 500 or more records.

3. As provided in the approved Data Conversion Plan, a schedule of on-site trips to the Tomball location in order to conduct the following:

    a. Data Conversion Plan, and

    b. Assistance for Testing and Training

    c. * The Tomball will be responsible for travel expenses as set forth in the Payment Terms.

4. Tyler will provide the Tomball up to five (5) test iterations of converted data. One test iteration consists of:

    a. Loading of data into the Data Archive

    b. The Tomball reviews test and responds in writing to Tyler issues revealed during testing and confirmation of known issues resolved

    c. Tyler corrects or otherwise respond to issues discovered and reported by the Tomball,

    d. Tyler will conduct internal testing to verify corrections, and

e. Both parties planning for the next test iteration and/or the live implementation

5. Tyler will provide warranty coverage for any conversion—procedure-related issue reported by the Tomball to Tyler within thirty (30) days after the conversion is run in the live database.

9.1.3 Tomball Responsibilities

3. The Tomball will extract data from the legacy system to submit to Tyler. Data will be submitted to Tyler in one or more of the following formats:

    a. AS/400 files (SAV files),

    b. Microsoft SQL Server database,

    c. Microsoft Access database,

    d. Microsoft Excel spreadsheet,

    e. An ASCII—format delimited text file (including embedded column headings and text delimiters), or

    f. An ASCII-format fixed-width file (along with structured column definitions in an electronic format suitable for parsing, such as a spreadsheet or document table).

    Data may be delivered using any common media or data-delivery format such as 1/4—inch tape (AS400), Ultrium 1 Tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.
    In the event that the Tomball requests data extraction assistance from Tyler, data extraction services shall be billed at then-current rates, according to the Agreement.

4. The Tomball will respond to each test iteration in writing, on a form provided by Tyler, either:

    a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or

    b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

    Up to five (5) test iterations are provided as part of the Data Conversion Process. After the fifth (5th) test iteration, the Tomball shall pay our then-current flat fee for each additional test iteration. The Tomball will promptly review each test iteration once delivered. Prompt review by the Tomball will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

5. A data dictionary (data descriptors) containing all data elements must be provided to Tyler for each file submitted with the media.

6. As provided in the Data Conversion Plan, the Tomball will provide a dedicated resource in each application area to focus on conversion testing. This includes dedicating a support person(s) whenever our staff is on site regarding conversions. Roughly a one-to-one ratio exists for the Tomball's commitment and Tyler's commitment. Understanding that thorough and timely testing of the converted data by the Tomball personnel is a key part of a successful data conversion.

    The Tomball agrees to promptly review and signoff on both the Data Conversion Plan, and on the final conversions after appropriate review.

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

11.1 Enterprise Public Safety Project Timeline

11.1.1 Conceptual Project Schedule

The dates or timing included in this sample are for illustrative purposes only. A more precise schedule and WBS with the appropriate tasks and schedule will be determined during the Initiate & Plan stage. The availability of Tomball resources to perform tasks, final determination of the overall task list, Tomball schedule constraints and the actual project start date must be determined.

Tomball Police TX: SaaS Agreement

Final Audit Report 2023-11-29

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

"Tomball Police TX: SaaS Agreement" History

Document created by Ruth Ann Hines (ruthann.hines@tylertech.com)
2023-11-27 - 6:38:09 PM GMT

Document emailed to sherry.clark@tylertech.com for signature
2023-11-27 - 6:38:58 PM GMT

Email viewed by sherry.clark@tylertech.com
2023-11-29 - 3:16:50 PM GMT

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

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

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

Empowering people who serve the public®

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

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

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Company	Order No.	Date	Page
130	40370	10/02/2025	1 of 1

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

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

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

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

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

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

Empowering people who serve the public®

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

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

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

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

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

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

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

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Email: ar@tylertech.com

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Company	Order No.	Date	Page
025	217802	10/06/2025	2 of 3

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

Empowering people who serve the public®

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

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

THIS IS NOT AN INVOICE
PROFORMA

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

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

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

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

TYLER COPY

System Agreement
Between

Tyler Technologies, Inc.

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

AND

City of Tomball

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

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TECHNOLOGIES

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TECHNOLOGIES

AGREEMENT

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

COMPANY and CLIENT agree as follows:

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

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

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

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

Client: City of Tomball

By: Monica Kohlenberg
Signature

Monica Kohlenberg
Printed Name

Director of Finance
Title

10/8/07
Date

74-6003588-8
Sales Tax Certificate Number

Tyler Technologies, Inc.:

By: S Brett Cate
Signature

S. Brett Cate
Printed Name

President, INCODE Solution
Title

9/21/07
Issue Date

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TECHNOLOGIES

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

Investment Summary

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

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

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

Online Services and Products

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

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

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

DEFINITIONS

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

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

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

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

AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Sourcewell

Solicitation Number: RFP #060624

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

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2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

Minimum Limits:
$2,000,000

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

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

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

Minimum limits:
$2,000,000 per occurrence

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$2,000,000 annual aggregate

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

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

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

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

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

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

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19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

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Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...

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

Tyler Technologies, Inc.

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

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

Vendor Details

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

Submission Details

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Transaction #:	d904b570-f6ec-473c-ba06-9a71327912da
Submitter's IP Address:	163.116.144.109

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

Line Item	Question	Response *	

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

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

Line Item	Question	Response *

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

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

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

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

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

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

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

Table 9A: Warranty

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

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

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

Table 9B: Performance Standards or Guarantees

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
78	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Tyler has a quoting tool that has been programmed to factor in automated discount minimums when sales resources are generating quotes associated with Sourcewell. The tool appropriately generates quotes that are then automatically posted in Tyler's CRM database. There is full transparency as to what was quoted for each client and quotes can easily accessed and reviewed for compliance. In CRM all quote components can be generated to pull all previous quarter activity to be reviewed and analyzed for compliance by sales, finance, and legal resources.	*
79	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Tyler has been a longtime partner of Sourcewell and past benchmarks will immediately inform current contract success. As stated earlier in Tyler's response, the mix of divisional usage has broadened substantially over the duration of Tyler's contract term and Tyler will continue to work to increase divisional usage. Tyler will montior revnenue growth, new client adoption, usage by rep, specific product procurement trends, and new territory expansion.	*
80	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tyler is proposing a 2% admin fee on the contracted value of the first year of on- premise software licenses costs and software-related SaaS fees.	*

Table 14: Depth and Breadth of Offered Equipment Products and Services

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	(•) Yes ( ) No	*
82	Category 2: Education and Public Sector Information and Work Management	(•) Yes ( ) No	*
83	Category 3: Asset and Risk Management	(•) Yes ( ) No	*
84	Category 4: Public Engagement and Specialized Services	(•) Yes ( ) No	*
85	Category 5: Integrated Enterprise Solutions	(•) Yes ( ) No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
86	Human Resources Software	(•) Yes ( ) No	Tyler offers comprehensive Human Resource software solutions which include but are not limited to:Tyler's Enterprise ERP, ERP Pro, School ERP Pro, Time & Attendance, Absence & Substitutes, and Workforce Case Management solutions	*
87	Financial Performance, Spend, or Expense Management Software	(•) Yes ( ) No	Tyler offers comprehensive Financial Software which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, ACFR Statement Builder, Priority-Based Budgeting, Data & Insights	*
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	(•) Yes ( ) No	Tyler offers comprehensive Accounts Payable, Accounts Receivable, Billing and Revenue Collection solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro & Payments, Cashiering, Disbursements, Revenue Mangement (Utilitiy Billing, RE/PP Tax, General, Permitting & Licensing, Courts & Public Safety collections.	*
89	Procure-to-Pay and Contract Management Systems	(•) Yes ( ) No	Tyler offers comprehensive Procurement solutions which include but are not limited to: Tyler's Enterprise ERP, ERP Pro, School ERP Pro, AP Automation, Req & PO solutions, integrated content management.	*

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
90	Student Information System (SIS)	◉ Yes ○ No	Tyler offers a broad suite of solutions devloped for K-12 Education including by not limited to: School ERP Pro, Absence & Substitue, Student Tranportation, and SIS K-12 for Missouri.	*
91	Learning Management System (LMS)	◉ Yes ○ No	Tyler offers LMS features within its ERP solutions.	*
92	Work Management Software	◉ Yes ○ No	Tyler incorporates work management features into core applications, including but not limited to: Role tailored dashboards, workflow, robust reporting, scheduling.	*
93	Enterprise Content Management/Records Management	◉ Yes ○ No	Tyler offers robust records mangement and content management offerings.	*
94	Enrollment Management Systems	◉ Yes ○ No	Tyler offers comprehensive benefit enrollment management systems.	*

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
95	Computerized Maintenance Management System (CMMS)	◉ Yes ○ No	Tyler offers comprehensive CMMS solutions.	*
96	Facility Management Software	◉ Yes ○ No	Tyler offers Facility Management solutions.	*
97	Energy Management Software	◉ Yes ○ No	Tyler offers a comprehensive offerings for Utilities Billing & Asset Management.	*
98	Insurance and Risk Management	○ Yes ◉ No	.	*
99	Environmental, Health, and Safety (EHS) management	◉ Yes ○ No	Tyler offers broad and comprehensive Civic Services solutions which include but are not limited to: Environmental Health, Enterprise Permitting & Licensing software, Fire Prevention Software, Community Development, Business Management and Asset & Citizen Request software and services.	*

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services . See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
100	Court, Corrections, and Justice System	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Justice Plus, Municipal Justice, Municipal Jury Manager, Online Dispute Resolution, Enterprise Justice, eFile & Serve, Guide & File, Civil Process, Enterprise Corrections, Electronic Warrants, Enterprise Jury Manager, Enterprise Supervision, Correction Solutions, Agency Intelligence. Enforcement Mobile, Public Safety Pro, Fire Prevention Mobile, Enterprise Public Safety	*
101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	◉ Yes ○ No	Tyler offers broad and comprehensive solutions which include but not are not limited to: Enterprise Permitting & Licensing, Enterprise Environmental Health, Enterprise Asset Management, Enterprise Service Requests, Enterprise Assessment & Tax, Assessment & Tax Pro, Assessment & Tax Plus, Property & Recording Insights, Appraisal Services, Enterprise Records Management,, Enterprise ERP, ERP Pro, School ERP Pro,	*
102	Parks and Recreation Software	◉ Yes ○ No	Tyler offers broad and comprehensive solutions focused on Outdoor Recreation and Parks & Recreation solutions	*
103	Citizen Relationship/Engagement Management	◉ Yes ○ No	Tyler offers comprehensive Citizen Relationship/Engagement Management solutions including but not limited to robust customer focused portals, Data & Insight solutions focused on transparency and resident engagement, Civic Portfolio offerings.	*

Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	◉ Yes ○ No	Tyler offers a broad and comprehensive suite of solutions as part of Tyler's Civic Portfolio, ERP Portfolio, Property & Recording Portfolio, Courts & Public Safety Portfolio, K-12 Education, Outdoor Recreation, Regulatory and Tyler one Portfolio.	*

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Tyler is offering broad and comprehensive innovative software, services and hardware that is necessary to operate Tyer's software solutions. Our software offerings are broken down into distinct solution groups. Tyler Technologies is committed to providing the best and broadest array of software and services to the public sector. Dedicated research and core development groups ensure Tyler remains focused on the needs of existing customers while also envisioning and executing on what prospects will expect from products and services in the future. Tyler's Evergreen Philosophy continually provides returns on our clients' investment by refreshing the features and underlying technology in a planned and non- disruptive approach. Public Administration Civic Portfolio - Enterprise Permitting & Licensing Enterprise Service Requests Enterprise Asset Management Parks & Recreation ERP Portfolio Workforce Case Management Time & Attendance ERP Pro Enterprise ERP Assets Mobile & Inventory Mobile Enterprise Forms Priority Based Budgeting ACFR Statement Builder Property & Recording Portfolio CA Valuation Appraisal Services Assessment & Tax Plus Enterprise Records Management Enterprise Assessment & Tax Assessment & Tax Pro Regulatory Portfolio State Regulatory Platform Regulatory Licensing & Permitting Cannabis Licensing Firearms POC Background Check Enterprise State Regulatory Outdoor Recreation Portfolio Recreation Licensing Parks & Recreation Recreation Management Courts & Public Safety Justice Portfolio CSI Justice Plus Municipal Justice Municipal Jury Manager Online Dispute Resolution Enterprise Justice eFile & Serve Guide & File Civil Process Enterprise Corrections Electronic Warrants Enterprise Jury Manager Enterprise Supervision Correction Solutions Public Safety Portfolio Agency Intelligence Enforcement Mobile Public Safety Pro Fire Prevention Mobile Enterprise Public Safety K-12 Education	*

		Schools Portfolio School ERP Pro Absence & Substitute Student Transportation Telematic GPS Tyler Drive Onboard iPaaS Tyler One Portfolio Application Platform My Civic Engagement Builder Content Hosting Statewide Digital Solutions Open Data Platform Disbursements Data Collect Mobile Data & Insights Cashiering Cybersecurity Hub Identity Meeting Manager Notify Payments
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	Tyler supplies hardware that supports operation of Tyler's software solutions.Hardware offerings include but are not limited to: POS cashiering hardware and components, Time Clocks, vehicle tablets, telematics devices, bar code printers, kiosk, mobile printers, mobile docking stations, asset label printers, scanners and related accessories. *
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Tyler offers a broad array of services to support installation, deployment, implementation, project management, software support and maintenance, data conversion, customization, integration, hosting, managed, upgrade, Cybersecurity, and training services. *

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Tyler Techologies Pricing - Sourcewell - 2024.zip - Thursday June 13, 2024 08:59:31
- Financial Strength and Stability - 2023_Tyler_Technologies_Annual_Report.pdf - Tuesday June 11, 2024 09:29:55
- Marketing Plan/Samples - Marketing Samples.pdf - Wednesday June 12, 2024 06:02:00
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples - Tyler Agreements.zip - Thursday June 13, 2024 08:22:19
- Requested Exceptions - RFP_060624_Software_Solutions_ Public_Sector_Ed_Admin_Contract_Template Tyler Redline Exceptions 053124.pdf - Wednesday June 12, 2024 06:03:03
- Upload Additional Document - Tyler Technologies _Sourcewell Pricing_Discount Summary_.pdf - Wednesday June 12, 2024 16:05:51

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tina Mize, Group General Counsel, Tyler Technologies

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☑	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☑	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☑	2
Addendum_14_Software_Solutions_RFP_060624 Fri May 24 2024 03:00 PM	☑	4
Addendum_13_Software_Solutions_RFP_060624 Tue May 21 2024 04:25 PM	☑	1
Addendum_12_Software_Solutions_RFP_060624 Mon May 20 2024 06:33 PM	☑	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☑	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☑	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☑	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☑	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☑	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☑	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☑	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☑	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☑	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☑	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☑	1

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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PROFORMA

Company	Order No.	Date	Page
130	40368	10/02/2025	1 of 2

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44795		Net 30	USD	ELEC	

Contract Date	No. Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of					
1 09/Jun/2023	Renewal: Task: Tow/Impound Report **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
2 09/Jun/2023	Renewal: Interface:Authentication - Active Directory **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
3 09/Jun/2023	Renewal: CMS - Municipal Justice **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	0.00	0.00
4 09/Jun/2023	Renewal: REF License - iOS **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	15	EA	463.05	6,945.75
5 09/Jun/2023	Renewal: Crash Report Software (w/Drawing Tool) **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	15	EA	300.98	4,514.74
6 09/Jun/2023	Renewal: Task: Criminal Trespass Warning **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
7 09/Jun/2023	Renewal: Task: Driver Exchange Module **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	1	EA	1,881.14	1,881.14
8 30/Nov/2023	Renewal: Real Time Query - Message Switch - handheld PDA **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	4	EA	231.53	926.10

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
130	40368	10/02/2025	2 of 2

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
30/Nov/2023	9	Renewal: Crash Report Software (w/Drawing Tool) **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	4	EA	300.98	1,203.93
30/Nov/2023	10	Renewal: REF License - iOS **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	4	EA	463.05	1,852.20
19/Apr/2024	11	Renewal: Real Time Query - Message Switch - handheld PDA **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	3	EA	220.50	661.50
19/Apr/2024	12	Renewal: Crash Report Software (w/Drawing Tool) - Subscription **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months** :	3	EA	286.65	859.95
19/Apr/2024	13	Renewal: REF License - iOS - Subscription **Cycle Start: 07/01/2026, End: 06/30/2027; Term: 12 months**	3	EA	449.82	1,349.46

Does not include any applicable taxes **Order Total:** 25,838.19

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

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Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

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Company	Order No.	Date	Page
025	217801	10/06/2025	1 of 1

To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Ship To: CITY OF TOMBALL
401 WEST MARKET STREET
TOMBALL, TX 77375
United States

Customer Grp/No.		Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	44795		Net 30	USD	ELEC	

Contract Date	No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Tomball, City of						
09/Aug/1996	1	Renewal: Annual fee to support and host Web site **Cycle Start: 10/01/2026, End: 09/30/2027; Term: 12 months**	1	EA	600.00	600.00
09/Aug/1996	2	Renewal: Utility Billing Online Component - Annual Fee **Cycle Start: 10/01/2026, End: 09/30/2027; Term: 12 months**	1	EA	1,800.00	1,800.00

Does not include any applicable taxes **Order Total:** 2,400.00

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve services agreement with Senergy Petroleum, LLC for operating and emergency fuel purchases for an annual not-to-exceed amount of $600,000 (RFP No. 2025-17), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

The City has maintained a contract with Sun Coast Resources, Inc. for operating and emergency fuel purchases for City-owned fleet and equipment for more than ten years. Following a competitive sealed bid process in 2021, City Council awarded the contract on July 19, 2021, for an initial two-year term with two optional two-year renewals. The final renewal was executed in November 2023.

During review of the current scope of work, staff identified the need to update requirements to include an emergency fuel delivery plan to support the City during critical events such as hurricanes, freezes, and other emergencies.

To secure favorable pricing and expanded services, staff issued a Request for Proposals. Four (4) sealed proposals from qualified vendors. A scoring committee evaluated the proposals and identified Senergy Petroleum, LLC as the most qualified firm.

Staff negotiated a contract with Senergy based on their proposal, which utilizes Oil Price Information Services (OPIS) PADD3 Houston market rates.

Staff recommends awarding a one-year services agreement to Senergy Petroleum, LLC, with five optional one-year renewals, in an amount not to exceed $600,000. A detailed cost breakdown for the estimated three-year expenditure is provided below.

Fuel Type	Differential	Loading Fee
Midgrade 89 Octane Gasoline	+ $0.0707/gallon	$3.45
TXLED High Sulfur Diesel	+ $0.0907/gallon	$3.45
TXLED Low Sulfur Diesel	$ +0.0907/gallon	$3.45
Total Contract: $356,468.64*		

*Annual Cost is estimated based on the current fiscal year usage and fuel pricing

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement with Senergy Petroleum LLC for operating and emergency fuel purchases for an annual amount not-to-exceed $6000,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: No: If yes, specify Account Number: **Account 6108 –** Departments (112,121, 142, 145, 151, 152, 153, 154, 156, 157, 611, 612, 613, 614, & 615)

If no, funds will be transferred from account # To account #

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Operating and Emergency Fuel Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Senergy Petroleum, LLC** (the "Company"), with an office at **1470 N. Horne St Gilbert, AZ 85233,** City hereby engages the services of Company as an independent contractor for **Operating & Emergency Fuel Services**, upon the following terms and conditions.

1. SCOPE OF AGREEMENT
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing to provide operating and emergency fuel services to the City of Tomball, attached hereto and incorporated herein for all purposes.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION
   2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **November 20, 2025 through November 19, 2026 with five (5) one- year optional renewal periods.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT
   This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **$600,000**.

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

a. "City" shall mean all officers, agents and employees of the City of Tomball.
b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
    i. injury or damage to any property or right
    ii. injury, damage, or death to any person or entity
    iii. attorneys' fees, witness fees, expert witness fees and expenses,
    iv. any settlement amounts; and
    v. all other costs and expenses of litigation
f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. **Indemnity**

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:
   a. Owned/Leased Automobiles
   b. Non-owned Automobiles
   c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all “endeavor to” and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney’s fees, expert witnesses’ fees, and trial consultants’ fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

Senergy Petroleum, LLC
1470 N. Horne St
Gilbert, AZ 85233

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 28 day of August, 2025.

Senergy Petroleum, LLC
Company

Katie Atencio
Signature

Katie Atencio
Print Name

Contract Specialist
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

EXHIBIT A
SCOPE OF WORK

I. General

The City of Tomball is requesting sealed proposals to contract for fuel services for operating and emergency services. The City reserves the right to accept or reject any/all of the proposals received and/or purchase from any State contractor and/or inter-local agreement.

The term of the awarded contract, if any, will be for a one (1) year period and will become effective upon the contract award date. The contract may be renewed for five (5) additional one-year periods upon written agreement and mutual consent of both parties. Any renewal must be approved by the City of Tomball City Council.

II. Requested Services/Products

a. Location
    i. City of Tomball Public Works Services Center, 501 James Street, Tomball, Texas 77375
b. Fuel Types
    i. Midgrade 89 Octane Gasoline
    ii. TXLED High Sulfur Diesel
    iii. TXLED Low Sulfur Diesel
c. Tank Information
    i. Number of tanks: 3
        1. Tank One (Pump 1): On-Road Diesel – 4,000 gallons
        2. Tank Two (Pump 2): Off-Road Diesel – 2,000 gallons
        3. Tank Three (Pump 3): Unleaded Gasoline – 6,000 gallons

III. Contract Stipulations

Proposals submitted must include pricing for furnishing fuel to the City of Tomball based on the requirements indicated on Exhibit B – Cost Proposal. By submission of a proposal, the successful vendor agrees to the following stipulations:

a. Delivery of fuel is to be completed no later than the next day after the order is placed.
b. For quality assurance reasons, fuel is to be supplied from EPA approved terminals.
c. Prices quotes should exclude sales tax and Federal excise tax (FET). The City is exempt from these taxes and will provide Exemption Certificates to the successful proposer. Successful vendor's invoices shall include applicable fuel tax, State GPA loading fees, and Federal Superfund Taxes.

d. Posted Terminal Rack Prices
    i. Vendor is to guarantee that when invoicing, this part of the price is the posted terminal rack price at the terminal from which the fuel is supplied, the day the fuel is delivered. Vendor is also to indicate on each item, as part of their proposal, their price for delivery, their price for profit, and their price for loading fees.
e. Invoicing
    i. Fuel is to be billed in net gallons. A copy of the supplying terminal's bill of loading is to be attached to the invoice.
f. Vendor will have an adequate supply for emergency fueling for the main fuel complex located at 501 James Street, or other location as designated.
g. Customer Service
    i. Please state the name of the vendor contact, how they may be contacted, and at what times. Describe whether, and to what extent, after hours customer service is available. Please list the typical time for a response/contact with a real person who can assist.
    ii. Additionally, would this person be the point of contact for emergency situations, if different please explain.
h. Emergency/Disaster

    In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24-48 hours prior to an anticipated event. In order to provide the most effective response to an emergency, the City will order fuel before the emergency (i.e. tropical storms or hurricanes). In addition, to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster.

    The selected Vendor will be required to provide these services to the City. With the RFP submission, each Vendor shall:
    i. Describe what preferential treatment and guarantee of service is available to the City of Tomball during a declared disaster or other emergency situation. Describe what resources you can offer to the City in such event. Selected Vendor will be required to provide fuel delivery during a declared disaster or other emergency situation.
j. Insurance and Bonding
    a. List your relevant insurance coverage and bonds covering the activities of the Vendor, if any.
k. Other services
    a. List other goods and/or services similar to those requested under this RFP that the Vendor offers. You are welcome to list other benefits and

advantages that the Vendor can provide to the City that are not specifically asked for herein.

l. Contract Period and Renewal Option
    a. The term of this contract will be for an initial two (2) year period and will become effective from the date of contract execution and will expire two (2) years from the start date. The contract may be renewed for two (2) additional two-year periods upon written agreement and mutual consent of both parties.
m. Any exceptions to the above should be noted with appropriate pricing, size and/or other differences cited.

IV. Terms and Conditions

Proposers are requested to furnish the items described herein in accordance with the terms set forth. All proposals must be Freight on Board (FOB) Destination and include the cost of cartage to the delivery point as stated on this form.

In the case of default, the City of Tomball, reserves the right to hold the original proposer or contractor liable for any and all resulting increased costs.

Samples, if requested by the City of Tomball, must be furnished at the proposer's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the proposer. Proposer shall submit quality control tests at Proposer's expense when requested by the City of Tomball.

Proposals may be withdrawn on written or telegraphic request received from proposers prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets – EXCEPT IN TERMS FOR PROMPT PAYMENT.

If a delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to the Public Works Department immediately. The City has the right to extend the delivery date if reasons appear valid. Suppliers must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tomball to purchase material elsewhere and charge a full increase in cost and handling to the defaulting supplier and could also be reason for

cancellation of the Purchase Order and contract at no expense to the City if the City deems it necessary.

Deliveries must be made within twenty-four (24) hours after an order is placed. The city shall be a priority customer during emergency situations to ensure delivery within 24 hours of order. Off-loading shall not take place unless a City employee is on site to accept delivery and verify meter readings on fuel truck. Extreme care must be exercised by the vendor, its agents or employees, to avoid fuel spills. The tanker truck must be attended at all times during the fuel off-loading. Any cost incurred as a result of fuel spills due to negligence on the part of the vendor, its agents or employees, or due to equipment malfunction, will be borne by the furnishing company and may be grounds for termination of the contract at the City of Tomball's discretion. Products do not require nationally distributed brand names (i.e. Chevron, Mobil, Texaco), however specifications may reference brand names. It is not the intent of the City of Tomball to restrict these proposals in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the vendor. The City of Tomball shall act as the sole judge in determining equality and acceptability of products offered. The City reserves the right to conduct random testing of said products, or to have such tests conducted on their behalf, to verify that the products delivered are the same as the products' proposal. The City shall not accept substandard fuel. The City of Tomball reserves the right to have samples of the gasoline and diesel fuel deliveries analyzed by an independent laboratory, three (3) times during the contract period, at the vendor's expense, as requested. All tests will be made according to ASTM (American Society for Testing and Materials) test methods. Any fuel not conforming to these specifications shall be rejected and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exception. The apparent silence of these specifications as to any detail or apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail; and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The City of Tomball will in no way be bound to purchase any predetermined amounts under this contract.

Price Redetermination: The City of Tomball will permit "Unit Price" adjustment on the at renewal of the contract. Request for a unit price change must be submitted in writing to the Project Management Office, 501 James Street, Tomball, Texas 77375. The contractor shall provide documentation and justification as to reason for price redetermination. Price redetermination will be reviewed and based on reasonability sent to the City Council for final consideration and approval. The City will be allowed up to thirty (30) days to review request.

If either party disapproves of unit price adjustment the City or the Contractor shall have the right to cancel the contract with a thirty (30) day written notice.

Successful proposer shall be required, upon delivery, to pump all fuel from containers into the storage tanks identified by the City of Tomball. It is the responsibility of the successful proposer to supply pumps, hoses or whatever is needed to appropriately pump the fuels to the storage tanks.

All products proposed and delivered must meet or exceed specifications, including Federal and State regulations and requirements stated in the RFP – Operating & Emergency Fuel Services. Proposers should include the State of Texas Fuel Tax on gasoline, the Underground Water Protection Act Fee, freight charges, any other operational expenses and the proposer's margin. Do not include Federal Excise Tax on fuel, as this agency is exempt.

The City of Tomball reserves the right to award contract(s) to one or more Vendor(s) as deemed best interest of the City of Tomball.

V. Proposal Format

The following information shall be submitted in your proposal in the order listed below. Failure to submit the required information could render the submitted proposal as non-responsive. To be considered, prospective Vendors must submit a complete response as required by the RFP. Vendors must submit evidence of their ability to provide complete, thorough and comprehensive responses, and information for each of the following components of the RFP.

a. Company Overview
    i. A brief summary of history and experience.
        1. Where is the company headquarters?
        2. Where is your service center located?
    ii. Include any litigation your company has been involved in over the last five (5) years.
    iii. Include a description of the quality of service your company provides.
    iv. Provide information on tank monitoring/recording capabilities, if the City were to implement.
b. Comprehensive Emergency Fueling Plan Program
    i. Detail the deliverables, program, and related costs of providing emergency fuel and services during an emergency event (hurricane, tornado, freeze, etc.).
c. RFP Response Addenda
    i. Completed proposal and/or addendums issues. Include all required forms.
d. References

i. Submit three (3) current Texas customers, preferably cities of comparable size. Include entity name, address, phone number, and email of contact person.

e. Descriptive Literature
    i. Illustrative brochures, specification sheets, descriptive information, diagrams, etc., that provide additional information regarding areas addressed.
    ii. Provide information on any other service your company provides, if any.

f. Rates & Fees
    i. Include billing rates completed on Exhibit B – Cost Proposal.

EXHIBIT B
COST PROPOSAL

Midgrade 89 Octane Gasoline

Rack Rate	Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
$ 2.4929/gal (min. 89 Octane)	See differential $ /gal	$+.0707/gal	$ 3.45	500 gal minimum for each product and 4001 gal minimum per delivery	Unbranded

TXLED High Sulfur Diesel

$2.6494 Rack Rate	See differential Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
	+	$ +.0907	$ 3.45	Same as gas	Unbranded

TXLED Low Sulfur Diesel

$2.6544 Rack Rate	See differential Profit	Differential (indicate if differential is + or -)	Loading Fee	Minimum Delivery	Brand
		$ +.0907	$ 3.45	Same as gas	Unbranded

EMERGENCY PREPAREDNESS PLAN

In the event of an emergency, Vendor shall agree to top off all City tanks no less than 24 hours to 48 hours prior to an anticipated event, such as expected hurricane landfall, etc.

EMERGENCY OPERATIONS DELIVERIES

In order to provide the most effective response to an emergency the City will order fuel (midgrade and diesel) before the emergency (i.e. tropical storms, hurricanes, etc.)

In order to ensure economic recovery to the City and community, the City will need emergency deliveries after the disaster. Mark the box below if your company will provide this service to the City.

__X__ YES

_____ NO

EMERGENCY EQUIPMENT
In order to ensure economic recovery to the City, the City may have a need for portable fueling tanks with pumps. Can your company provide this service, and is your company willing to provide this service? Mark the box below. __X__ YES _____ NO

Any Other Applicable Services Fees						
Service	Please see attached price sheet for rentals	Portable Fueling Tanks and/or Pumps	Equipment Service calls	Tank Monitoring with loaned equipment agreement		
Cost		$ Please see attached	$ 200 per hr plus parts	$ 0	$	$

Prices listed above are good for 90 calendar days after receipt of proposal

Signature: Katie Atencio

Name: Katie Atencio

Date: 7/14/2025

RFP for Fuel
Committee Scoring Summary

Committee	Suncoast	Macro	Moffitt	Senergy
One	83	78	65	94
Two	83	63	47	79
Three	83	63	62	92
Total	249	204	174	265
Average	83	68	58	88

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve an expenditure of greater than $100,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of $116,000.00, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchases. The purchase is included in the FY 2025-2026 Budget.

Background:

The City of Tomball uses Harris County Radio Services for the City of Tomball radio systems. This includes the purchase of airtime, programming services, and part services for the Tomball Police Department, Tomball Fire Rescue, and the Public Works department. The city has used Harris County Radio Services since going digital 20 years ago. The estimated annual spend for each department is broken down on the table below and is based on the FY 2025 spend by department.

Item	**Amount**
Police Department	$59,000.00
Fire Department	$30,000.00
Public Works	$27,000.00
Total	**$116,000.00**

Per the City's adopted Procurement Policy and Manual, cumulative annual expenditures with a single vendor more than $100,000 must be approved by City Council.

Origination: Police Department, Fire Department, Public Works

Recommendation:

Staff recommend approving the expenditure of greater than $100,000 with Harris County Radio Services for radio airtime, programming, and part services, for a not-to-exceed amount of $116,000.00 as appropriated in the Fiscal Year 2025-2026 Budget.

Party(ies) responsible for placing this item on agenda: Brandon Patin Captain of Police

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: # Various

If no, funds will be transferred from account # _____ To account # _____

Signed Brandon Patin _____ Approved by _____

Staff Member Date City Manager Date

HARRIS COUNTY, TEXAS

CENTRAL TECHNOLOGY

STEVEN W. JENNINGS
Executive Director

March 28, 2005

Ms. Doris Speer, City Secretary
City of Tomball
401 Market Street
Tomball, Texas 77375

REF: Agreement between Harris County and the City of Tomball for use of Harris County's 800 Megahertz Radio System

Dear Ms. Speer:

Attached please find a fully executed copy of the agreement related to the above referenced matter. Harris County has retained a copy for our records.

Should you have any questions or require any additional information, do not hesitate to contact Craig Bernard at 713-755-5998 or Rosie Flores at 713-755-1028.

Respectfully submitted,

Steven W. Jennings
Chief Information Officer

Attachments

rlf

cc: Richard Grassi, City of Tomball
Craig Bernard, Division Chief, Regional Radio System
Annette Briggs, Division Chief, Financial & Administrative Services
City of Tomball – ILA File
Chron File

406 Caroline Street, 4th Floor • Houston, Texas 77002-2027 • Phone 713-755-6621
Fax 713-755-8930 • ctc@co.harris.tx.us • www.ctc.co.harris.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____day of MAR 22 2005, 2005 with the following members present, to-wit:

Robert Eckels	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. García	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR USE OF PUBLIC SAFETY RADIO SYSTEM BETWEEN HARRIS COUNTY AND THE CITY OF TOMBALL

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Eversole seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Eckels	☑	☐	☐
Comm. Lee	☑	☐	☐
Comm. García	☑	☐	☐
Comm. Radack	☑	☐	☐
Comm. Eversole	☑	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Presented to Commissioner's Court

MAR 22 2005

APPROVE _____

Recorded Vol_____Page _____

RECITALS:

The County owns a public safety wireless data system and a trunked radio system that are licensed by the Federal Communications Commission, which permits radio communications and transmissions via radio units and mobile digital terminals; and

The City of Tomball desires to obtain access to the County's communications systems in order to communicate among various public safety units; and

The Commissioners Court of Harris County desires to approve the County's entering into an Interlocal Agreement with the City of Tomball to provide access to the County's Public Safety Radio System.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1. The recitals set forth in this order are true and correct.

Section 2. The County Judge or his designee is authorized to execute an agreement between Harris County and the City of Tomball for the use of Harris County's communications systems. This agreement is incorporated by reference and made a part of this Order for all intents and purposes as though fully set forth word for word.

INTERLOCAL AGREEMENT
FOR USE OF PUBLIC SAFETY RADIO SYSTEM

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement is made pursuant to chapter 791 of the Texas Government Code and entered into by and between **Harris County, Texas** (the "County") acting by and through its governing body, the Harris County Commissioners Court, and **the City of Tomball** (the "User) acting by and through its governing body, the City of Tomball's City Council. .

RECITALS:

The County owns a public safety wireless data system and a trunked radio system that are licensed by the Federal Communications Commission (the "FCC"), which permits radio communications and transmissions via radio units and mobile digital terminals; and

The User desires to obtain access to the County's communications systems in order to communicate among various public safety units.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I.

For purposes of this Agreement, the following definitions apply:

A. Mobile Digital Terminal:
Mobile stationary or portable digital communications units communicating among themselves at certain airwave frequencies;

B. Primary Dispatch System:
A communications system upon which the User, its agents, employees or assigns rely primarily when it desires or attempts the engagement of radio communications or radio transmissions of energy among its Radio Units/Mobile Digital Terminals;

C. Priority Access:
An assigned level of system access that determines the choice of access to the Radio System between two or more Radio Units/Mobile Digital Terminals seeking use simultaneously;

D. SmartZone Regional Radio System:
Combination of multiple Trunked Radio System(s) in and about Harris County operating under a single centralized controller as a regional radio system and managed by Harris County Information Technology Center;

E. Private Wireless Data System:
A Public Safety Wireless Data System that is owned by Harris County, Texas, and licensed by the FCC and that enables the engagement of radio communications or radio transmissions of energy via Mobile Digital Terminals in accordance with technical specifications;

F. Commercial Wireless Data System:
A Wireless Data System that is owned by a wireless company and provides certain two-way wireless data communications services;

G. Wireless Data System:
A combination of the Private Wireless Data System and one or more Commercial Wireless Data Systems, and provides wireless data services to Mobile Digital Terminals;

H. Radio System:
The combination of the SmartZone Regional Radio System and the Wireless Data System;

I. Radio Unit:
Mobile, stationary, or portable voice radio communications units communicating among themselves at certain air wave frequencies; and

J. System Code Identification Number:
An identification number that allows Radio Units/Mobile Digital Terminals to gain access to the Radio System to enable the Radio Units/Mobile Digital Terminals to communicate among themselves at certain airwave frequencies, providing a Primary Dispatch System for a User's Radio Units/Mobile Digital Terminals.

II.

The County agrees that during the term of this Agreement, it will:

A. Allow the User to have access to its Radio System to engage in radio communications among its Radio Units/Mobile Digital Terminals as a Primary Dispatch System;

B. Provide the User with a Systems Code Identification Number for a maximum of six hundred (600) Radio Units/Mobile Digital Terminals combined;

C. Upon being notified that one or more of the User's Radio Units/ Mobile Digital Terminals have been lost or stolen, attempt to disable the lost or stolen Radio Units/Mobile Digital Terminals; and

D. Provide the same level of Priority Access to the Radio System for the User as that afforded the County.

III.

During the term of this Agreement, the User agrees to:

A. Affirm that the County assumes no cost or responsibility for providing the Radio Units/Mobile Digital Terminals that will have access to the County's Radio System except as provided in Section IV;

B. Give the County at least ten (10) days prior written notice of its intent to increase, decrease, or otherwise change the number of Radio Units/Mobile Digital Terminals that have access to the County's Radio System. However, notwithstanding the previous sentence, in no event may the User increase the number of Radio Units/Mobile Digital Terminals above the maximum number of units set forth in Paragraph II (B);

C. Notify the County that one or more of its Radio Units Mobile Digital Terminals have been lost or stolen within twenty–four (24) hours of determining that the Radio Units/Mobile Digital Terminals have been lost or stolen;

D. Use the System Code Identification Number described in this Agreement to access the County's radio system as a Primary Dispatch System; and

E. Observe and abide by all applicable statutes, laws, rules and regulations, including, but not limited to, those of the FCC. In addition, the User agrees to observe and abide by any applicable administrative rules promulgated by the County from and after the date such rules become effective and have been delivered to User. Further, the User acknowledges that, should any of these statutes, rules, regulations or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the County without incurring any liability for this modification. Should the County notify the User of any such change, the User shall have thirty (30) days to review and agree to any proposed changes made to this Agreement. If assent to the change is not given, this Agreement terminates.

IV.

To the extent the County owns Radio Units/Mobile Digital Terminals that are not needed by the County for its own use or the use of parties contracting with the County, the User may elect to use County Radio Units/Mobile Digital Terminals and in such event, the County agrees to provide the User with the equipment and/or services related to the equipment at the unit rate indicated in the Fee Schedule, which is attached as Exhibit "A" and incorporated herein.

If the User leases the Radio Units/Mobile Digital Terminals from the County, the County will not charge the User the monthly access fee.

In the case of a malfunctioning radio, the User agrees to present the malfunctioning unit for maintenance at the County's Information Technology Center. During the period it takes to perform the maintenance, the County agrees to provide the User with a functioning radio to replace the one being maintained. Should it be revealed that the malfunctioning of the radio was caused by abuse or other actions that are outside the scope of normal, reasonable use of the radio, the User is responsible to the County for any and all costs, including repairs and/or replacement that is required.

Upon termination of this Agreement, the User agrees to return promptly all the leased equipment to the County.

V.

In the event the User does not use County Radio Units/Mobile Digital Terminals and uses Radio Units/Mobile Digital Terminals obtained from any other source to access the County's Radio system, the User expressly understands and agrees to pay the County for access to the Radio System at a rate specified in the Fee Schedule attached hereto and incorporated herein. The User expressly agrees to prepay said yearly charges in full at the beginning of each term of this Agreement, based upon the number of the Radio Units/Mobile Digital Terminals then in service. Should the User change the number of Radio Units/Mobile Digital Terminals in service during the term of this Agreement, the following provisions apply:

A. In the event the number of Radio Units/Mobile Digital Terminals in service increases during a term of this Agreement, the charge for each additional Radio Unit is based upon the remaining fractional part of the current one-year term of this Agreement. The User agrees to prepay the County the entire amount owed for additional Radio Units/Mobile Digital Terminals for the time remaining in the then current term at least ten (10) days before the User obtains access to the Radio System with the additional Radio Units/Mobile Digital Terminals.

B. In the event the number of Radio Units/Mobile Digital Terminals in service decreases during the term of this Agreement, the County agrees to either allow a credit or make a refund to the User of a fractional part of the one-year term remaining under this Agreement. The County agrees to effectuate said credit/refund within thirty (30) days of the date the User gives the County written notice of its decrease in the number of Radio Units/Mobile Digital Terminals it has in service.

VI.

When the User does not use County Radio Units/Mobile Digital Terminals supplied pursuant to this Agreement and, instead uses Radio Units/Mobile Digital Terminals obtained from any other source to access the County's Radio System as provided in this Agreement, the User expressly understands and agrees to pay the County for the programming of the User's radios for use on the Radio System at a rate specified in the Fee Schedule, attached hereto and incorporated herein, upon initial access to the Radio System. Should the User's Radio Units/Mobile Digital Terminals require maintenance that destroys the original programming referred to above, after such maintenance each radio will be reprogrammed to the standard configuration at the rate specified in the attached Fee Schedule. In any instance in which the County performs Radio Unit programming services, the User agrees to pay the County the entire amount owed for the programming of Radio Units/Mobile Digital Terminals within thirty (30) days of the invoice date of such services.

VII.

If the User desires to gain access to the County's Radio System for use of Mobile Digital Terminals, then the User expressly understands and agrees to pay the County a one-time agency setup fee as specified in the Fee Schedule attached hereto and incorporated herein. In addition, if the User desires data network connection back to a specified location, the User agrees to pay all associated fees for setting up and maintaining this connection as specified in Fee Schedule attached hereto and incorporated herein.

VIII.

To the extent resources are available and solely at its discretion, County may provide radio equipment installation and radio services upon request of the User. If these services are provided, the User agrees to pay the County on a Time and Material basis at the rate specified in the Fee Schedule attached hereto and incorporated herein. The County agrees to invoice the User after the services are rendered, and the User agrees to pay invoices within thirty (30) days of the invoice date. Solely at the discretion of the County, the User may purchase certain additional parts and accessories from the County at a price set by the County. The County agrees to invoice the User after the parts and/or accessories are supplied to the User. The User agrees to pay the invoice within thirty (30) days of the invoice's date.

It is expressly understood that the County neither warrants nor assumes any responsibility for installation or use of equipment or for the reliability or adequacy of services provided hereunder. Further, by requesting that the County provide these services, the User assumes the total risk of any loss associated with the installation of the radio equipment; any loss resulting from the use of the radio equipment so installed; and any loss resulting from the use of radio equipment to which other radio services have been provided by the County.

IX.

To the extent resources are available and solely at its discretion, the County may provide radio equipment maintenance upon request of the User at a rate specified in the attached Fee Schedule. The County agrees to cover radio equipment under maintenance until such time that the County determines the radio equipment is beyond repair, or until repair parts can no longer be obtained. Maintenance of radios may be canceled by either party upon 30 days written notice to the other party. The User agrees to contact the County's Regional Radio Center before ordering services to obtain a current list of items covered and excluded by the maintenance fee. The User understands that the County may change this list without notice.

X.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

XI.

The term of this Agreement is one (1) year and shall commence on the date this Agreement is executed by the User. Thereafter, this Agreement will automatically renew for successive one-year terms unless it is terminated by either party by giving the other party prior written notice of its intention to terminate not less than sixty (60) days prior to the expiration of the term of this Agreement. Notwithstanding the preceding, this Agreement terminates:

A. Immediately if all or substantially all of the authorization held by the County or the User is revoked by the FCC or its successor agency; or

B. Upon either party giving the other party thirty (30) days prior written notice of its intent to terminate. Should the User terminate this Agreement as provided in this paragraph, the User agrees that payment in full of all obligations owed to the County by the User is a condition precedent to termination. Should either party terminate the Agreement, the User is entitled to a refund of the pro rata share of any prepayment.

XII.

If the User fails to make any payment of any sum due under this Agreement and such failure continues for forty-five (45) days after the County has given the User written notice of such failure, then the User is in default under this Agreement. In the event of the User's default, the County has the right to terminate the Agreement, deny the User any service provided by the County under this Agreement, and retain all moneys paid to the County pursuant to the terms and conditions of this Agreement as liquidated damages. Each and every right and remedy of the County and User are cumulative to and not in lieu of each and every other such right and remedy afforded by law and equity.

XIII.

Should the County fail to perform as provided under the terms of this Agreement, the User's sole remedy is termination of this Agreement, and the County agrees to make a refund to the User of the portion of the pre-paid fee based upon that fractional part of the one-year term remaining under this Agreement.

XIV.

It is expressly understood and agreed that one hundred percent (100%) coverage of any area at all times is improbable. There may be adverse transmission condition such as short-term unpredictable meteorological effects and sky-wave interference from distant stations that can interrupt the Radio System. Likewise, there are other causes beyond reasonable control of the County, including, but not limited to, motor ignition and other electrical noise that may be minimized by corrective devices at the User's expense. Any surveys, studies, research, or other measures taken to ensure the adequacy of coverage provided to the User under this Agreement are the sole responsibility and expense of the User.

XV.

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR THE COUNTY: <u>All notices and communications must be mailed as follows</u>:

Original to: 1. Harris County Information Technology Center
406 Caroline, 4th Floor
Houston, TX 77002-2027

and

Copy to: 2. Commissioners Court of Harris County
Harris County Administration Building
1001 Preston, 9th Floor
Houston TX 77002-1891
Attention: Clerk of Commissioners Court

FOR THE USER:

Original to: 400 Fannin
Tomball, Texas 77375

These addresses may be changed upon giving prior written notice to the other party. All mailed notices and communications are deemed given and complete upon depositing them in the United States Mail.

XVI.

Neither party hereto shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party. This Agreement shall bind and benefit the County and the User and shall not bestow any rights upon any third party.

XVII.

This Agreement is governed by and construed according to the laws of the State of Texas. Exclusive venue of any action or claim arising out of this Agreement is Harris County, Texas. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of the exercise of any rights or remedies occurring as a result of any future development or failure of performance.

XVIII.

The User will pay its obligations hereunder from available current revenues.

XIX.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligation assumed. Any modifications concerning this Agreement are of no force and effect unless in writing and executed by both parties except for those modifications effectuated pursuant to the provisions of Paragraph III (E).

This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of each governmental entity, as evidenced by the signature of the appropriate authority.

APPROVED AS TO FORM:

MIKE STAFFORD
County Attorney

By: _____
RICHARD F. VACHRIS
Assistant County Attorney

HARRIS COUNTY, TEXAS

By: _____
ROBERT ECKELS
County Judge

Date Signed: MAR 22 2005

ATTEST:

By: _____
Mary Coker
Assistant City Manager

CITY OF TOMBALL

By: _____
H.G. "Hap" Harrington
Mayor

Print Name: H. G. Harrington

Date Signed: March 9, 2005

APPROVED AS TO FORM:

By: _____
MICHAEL BLAKE
Police Chief

Harris County Information Technology Center
Regional Radio Center

Exhibit "A"

Fee Schedule

Lease Fees, Monthly, Per Unit - ILA Section IV		
Radio Unit (Voice)		
Portable	Low Tier	$ 43.00
	High Tier	$ 61.47
Mobile	Low Tier	$ 45.75
	High Tier	$ 47.63
Maintenance		$ 8.25
Mobile Digital Terminal		
RF Modem		$ 63.89
Workstation		$ 155.56
Maintenance		$ 16.50
System Access Fees, Monthly, Per Unit - ILA Section V		
Radio Unit (Voice)		$ 7.50
Mobile Digital Terminal		$ 7.50
Programming Fees, Per Unit - ILA Section VI		
Radio Unit (Voice)		
Portable		$ 8.75
Mobile		$ 8.75
Mobile Digital Terminal		
Radio Modem		$ 8.75
Load Mobile Client Software		$ 8.75
Load NetMotion Mobility Client Software		$ 8.75
NetMotion Mobility Client software applies to Commercial Wireless Data Systems only		
Wireless Data System Fees - ILA Section VII		
One Time Setup Fee		$ 175.00
DS3 Port Charge (one-time, per line)		$ 180.00
Router Port Charge (one-time, per line)		$ 850.00
T-1 Line Cost, Monthly, Per Line		$ 190.00
T-1 Line cost set by SBC line cost, subject to change		
Service Fees - ILA Section VIII		
Hourly Labor Rate		$ 35.00
Maintenance Fees, Monthly, Per Unit - ILA Section IX		
Radio Unit (Voice)		$ 8.25
RF Modem		$ 16.50
Workstation		$ 16.50

91 7162 1683 4080 0551 6122

The Office of Vince Ryan
County Attorney

January 14, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CITY OF TOMBALL - Police Dept
Richard Hauck, Police Chief
400 Fannin
Tomball, Texas 77375-3327

Re: ***Notice to Increase Harris County Radio Fees***

Dear Chief Hauck:

Pursuant to the Order of the Commissioners Court of Harris County, Texas, adopted on November 23, 2010, notice is hereby given, for and on behalf of Harris County that the radio fees have been increased as summarized below:

	Fee Basis	Current Fee	New Fee
Service Fees - Hourly Labor Rate	Actual billable hours	$35.00	$72.00
System Access (where fees are applicable):			
Radio Unit (Voice)	Monthly per unit	$7.50	$12.75
Mobile Digital Terminal	Monthly per unit	$7.50	$12.75

In addition to updating existing fees, the following new fees are added:

a) Template programming. This is an hourly fee ($72/hr) for creating or updating radio programming templates.
b) A 5% administrative fee for pass-through costs that are handled by county staff (excluding equipment purchases).
c) A 15% administrative fee for parts, materials and equipment purchased through Harris County.

The new hourly labor rate, programming fees and five percent (5%) and fifteen percent (15%) administrative fees will be implemented ninety (90) days after the date of this letter. The system access fee increases will be applied on the date of your agency's contract renewal, beginning with renewals on June 1, 2011. Fee increases are applicable except where specifically excluded within an agency's contract. Should you have any questions please contact David Dodson at 713.755.4842 or Rosie Flores at 713.755.1028.

Respectfully submitted,

VINCE RYAN
County Attorney

By Michelle M. Fraga
MICHELLE M. FRAGA
Assistant County Attorney

td:MMF

HARRIS COUNTY, TEXAS

Central Technology Services

Information Technology Center • Public Safety Technology Services • Fleet Services

Bruce High
Executive Director & CIO

November 12, 2015

Billy Tidwell, Chief of Police
City of Tomball
400 Fannin
Tomball, Texas 77375

REF: Notice of Rate Increase for the Use of Harris County's Public Safety Radio System

Dear Billy Tidwell,

Pursuant to the Order of Commissioners Court of Harris County, Texas, adopted on February 24, 2015, notice is hereby given, for and on behalf of Harris County and Harris County Central Technology Services ("CTS") that the County and CTS will increase Radio Shop monthly radio subscriber/system access fees from $12.75 to $39.

This letter serves as notice of Harris County's intent to increase monthly radio subscriber/system access fees effective March 1, 2016 as specified in Article VIII of our interlocal agreement. Fee increases are applicable except where specifically excluded within an agency's contract.

VIII.

It is expressly understood and agreed that the County may increase the fees provided in this Agreement by giving the User written notice of its intention to increase fees at least ninety days (90) before the effective date of the proposed increase. Should such increase become effective during a term of this Agreement, the increase will be prorated based upon the number of months remaining in the then current term of this Agreement. In the event of such mid-term fee increase, the User agrees to pay the total, prorated fee increase on or before thirty (30) days after the effective date of the fee increase. The User agrees to pay the County the entire amount owed from the fee increase within thirty (30) days of receiving notice. Notice may be in the form of an invoice.

Should you have any questions or require any additional information, please do not hesitate to contact me at 713-274-8804 or Rosie Flores at 713-274-8840.

Respectfully submitted,

Robert Howard, Senior Manager
Radio Services

RH/rlf

cc: Shing Lin, Director, Enterprise Public Safety Technology Services
Craig Bernard, Senior Manager, Radio Services
Ron Foster, Auditor's Office
City of Tomball – ILA File
Chron File

DocuSign Envelope ID: 9E402143-CC60-4FB9-B40D-B9878B7C2769

Radio System Maintenance Fee Schedule "Exhibit A"

	Fees Basis	Fee
Service Fees – Hourly Labor Rate	Actual billable hours	$72.00
Professional Services – Hourly Labor Rate	Actual billable hours	$100.00
Flat rate service agreement quoted upon request.		
System Access		
Primary user (Voice)	Monthly per unit	$39.00
Non-Primary user (Voice)	Monthly per unit	$15.00
Mobile Digital Terminal	Monthly per unit	$12.75
Wave	Monthly per unit	$15.00
Operational Patch	Monthly per minute	$8.00
Radio Management	Yearly per unit	$15.00
Applications		
Response	Monthly per user	$8.00
Moxtra	Monthly per user	$8.00
Activate	Monthly per user	$5.00
Bundle Application Package (Response, Moxtra & Activate)	Monthly per user	$15.00
Programming		
Radio Unit (Voice)		
Portable	One time based on 0.5 hours	$36.00
Mobile	One-time based on 0.5 hours	$36.00
Template Creation		
Template Update	Update Existing Template	$72.00
Template 03 (Three Zone Max)	One To Three Zones Plus Interop & QC	$216.00
Template 10 (Four to Ten Zones)	Four To Ten Zones Plus Interop & QC	$360.00
Template 11+ (Eleven or More Zones)	Eleven or More Zones Plus Interop & QC	$576.00
Vender Support Maintenance Fees		
Genesis		
Genesis CMAF	Yearly per connection	$6,164.67
Dispatch Wireline Console		
Technical Support	Annual per Dispatch Center	$800.32
Infrastructure Repair via Harris County Depot	Annual per Operator Position	$272.47
Infrastructure Repair via Harris County Depot	Annual per Dispatch	$741.99
Infrastructure Repair via Harris County Depot	Annual per AIS	$272.47
Pre-Tested SUS	Annual per Dispatch Center	$2,753.80
Port Connect Fee (Master Site)	Annual per Dispatch Center	$2,618.31
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3rd party cost.)	Annual per Dispatch Center	$2,565.00
RF Infrastructure		
Technical Support	Annual per Prime Site	$8248.23
Technical Support	Annual per Site	$400.98
Infrastructure Repair via Harris County Depot	Annual per Repeater	$245.25
Infrastructure Repair via Harris County Depot	Annual per Prime Site	$2,240.38
Infrastructure Repair via Harris County Depot	Annual per Site	$741.99
Port Connect Fee (Master Site)	Annual per Site	$2,618.31
Zone, Subscriber, Backhaul Technical Resource and System Administration (Does not include on-site 3rd party cost.)	Annual per Site	$2,565.00

1/31/2023

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Fire Dept
400 Fannin
PO# 25-0025
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116678	0000000982	$1,851.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number						Invoice Amount	
0000000982							$1,851.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime	527CQD0143	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRR5559	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRR5560	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CRZ3839	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0028	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0029	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CSK0030	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5854	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5855	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5856	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	579CZX5857	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CST0424	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CSV1432	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CSV1433	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2726	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2727	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTF2728	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

ENTERED
AUG 04 2025

Continued Next Page

Customer Number						Invoice Amount	
0000000982							$1,851.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	581CTX1271	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTX1272	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CTX1273	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CVT0290	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	581CXK0483	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643078331730195	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643078331730196	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CAR3148	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CTX0537	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7396	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7397	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CUZ7398	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVR6978	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVT4797	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVV2306	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CVV2307	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CWF6176	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CWF6177	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXK3528	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXK3529	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CXZ6509	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CYT2311	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	681CZR3461	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	756CQB0223	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008114830105	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008115730102	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011428130162	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Continued Next Page

Asset Count: **53**

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Fire Dept
400 Fannin
PO# 25-0025
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116678
Customer Number:
0000000982
Total Due:
$1,851.00
Amount Paid:
$

0000000982000001166780000185100 4

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Police Dept
401 Market
PO#25-0163
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116679	0000000982	$4,668.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number							Invoice Amount
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime		SW-WAVE	Monthly	07/01/2025 - 07/31/2025	$15.00	$15.00
1	Airtime	500CGV1296	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1303	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1309	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1310	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1347	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	514CGV2233	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	527CWZ2513	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643000706430165	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643017907330181	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430032	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430041	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430085	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643024733430127	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	64304790330183	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643047907330191	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643047907330192	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643050918830040	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730050	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Continued Next Page

Customer Number						Invoice Amount	
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	643054929730052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730053	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730054	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643054929730063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643056002130255	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058014330062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130086	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130160	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130208	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130252	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130253	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130254	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130255	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130256	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130257	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026130258	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630141	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630142	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630143	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630145	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630146	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630147	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630148	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630149	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630150	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643058026630151	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643061028230266	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643061028230267	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130081	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130083	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130084	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130085	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130086	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Continued Next Page

Customer Number						Invoice Amount	
0000000982						$4,668.00	
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	643071201130087	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130089	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130090	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130091	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130092	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130103	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130104	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130105	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130106	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130107	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130108	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130109	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130110	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130112	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130114	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130141	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130142	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130143	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130144	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	643071201130145	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	721CFA2346	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	721CGV6745	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630235	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630245	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630274	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008106630276	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301540	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301650	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	930082210301660	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030204	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030206	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	93008221030220	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93003730230061	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030002	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030005	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030017	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93005829030080	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Customer Number						Invoice Amount	
0000000982							$4,668.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	X93005916430054	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730046	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730047	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93006928730048	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130095	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130096	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007026130097	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	x93007034430247	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008106930090	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530097	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530098	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530099	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530100	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008110530101	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030154	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030165	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93008221030166	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93009306530139	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93009306530162	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430232	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430277	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430278	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011330430308	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011334430309	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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Asset Count: **124**

ENTERED

AUG 04 2025

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Police Dept
401 Market
PO#25-0163
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116679
Customer Number:
0000000982
Total Due:
$4,668.00
Amount Paid:
$

0000000982000001166790000466800 8

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Public Works
400 Fannin
PO#250163
Tomball, Tx 77375-3327

INVOICE

Invoice Date: 8/1/2025

Invoice Number	Customer Number	Total Due
116680	0000000982	$1,755.00

This invoice is for County services. Amounts are due upon receipt of the invoice. If you have any questions, contact Accounts Receivable at (832) 927-4550.

Please Note: Customer number has changed. Remit address has changed. Payment Coupon must accompany payment.

Customer Number						Invoice Amount	
0000000982							$1,755.00
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	471CRT3715	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	500CGV1326	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330058	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330059	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330064	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330065	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330066	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330067	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330068	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330069	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330070	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330175	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330178	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330185	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330187	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230051	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230052	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230056	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230057	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230058	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

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8/7/2025

Customer Number						Invoice Amount	
0000000982						$1,755.00	
Qty	**Service**	**Serial Number**	**Category**	**Cycle**	**Bill Dates**	**Amount**	**Ext Amt**
1	Airtime	543050326230059	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230061	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230062	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230063	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230064	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230065	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230067	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230068	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230070	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543043325330055	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230055	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230066	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230069	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230071	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230072	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230073	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	543050326230078	PORTABLE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00
1	Airtime	X93011325430312	MOBILE	Monthly	07/01/2025 - 07/31/2025	$39.00	$39.00

Asset Count: **45**

ENTERED

AUG 04 2025

Please cut on dotted line below and include with payment to ensure proper credit.

Harris County Radio Services
2318 Greens Road
Houston, TX 77032
713-274-8800

Bill To:
Tomball, City of - Public Works
400 Fannin
PO#250163
Tomball, Tx 77375-3327

REMIT PAYMENT TO:

Harris County Accounts Receivables - Radio
Dept 200
P O Box 4354
Houston, TX 77210-4354

INVOICE
Invoice Date:
8/1/2025
Invoice Number:
116680
Customer Number:
0000000982
Total Due:
$1,755.00
Amount Paid:
$

0000000982000001166800001755001

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve services agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of $250,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2025-2026 budget.

Background:

Accurate Utility Supply, LLC is a utility supply distributor that has consistently provided the City of Tomball with a wide range of water, wastewater, and drainage products and services including pipe, hydrants, fittings, clamps, water metering testing, calibration and repair, backflow certification and repair, compliance support flow testing, leak detection, and meter and backflow vaults.

Based on the City's adopted Procurement Policy, staff is requesting approval of a services agreement renewal for the purchase of supplies through an existing BuyBoard Contract for the purchase for this fiscal year in excess of $100,000. The chart below identifies projected spending through September 30, 2026 for daily maintenance and project completion.

FY 2026 Estimated Purchases	
Water Purchases (pipe, fittings, and testing)	$175,000
Wastewater Purchases	$65,000
Drainage Purchases	$10,000
FY 2026 Total Estimated Purchases: $250,000	

The original services agreement was executed in June 2023 with three additional one-year renewals and staff is requesting to exercise the second renewal option. This item authorizes fiscal year purchases with Accurate Utility Supply, LLC to supply necessary water, wastewater, and drainage supplies and services, as needed.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Accurate Utility Supply, LLC to supply the necessary water, wastewater, and drainage supplies and services for an annual amount not-to-exceed $250,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: No: If yes, specify Account Number: #100-154-6106
#600-613-6106
#600-613-6207
#600-614-6106

If no, funds will be transferred from account # To account #

Signed Meagan Mageo Approved by

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Water, Wastewater, and Drainage Supplies

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Accurate Utility Supply, LLC** (the "Company"), with an office at **5445 Stockdick School Road, Katy, Texas 77449** City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2025 through September 30, 2026,** with Zero (0) additional one-year renewal options remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT RENEWAL
   This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT
   Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION
For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $250,000.

6. MODIFICATION OF RATES
Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY
7.1. DEFINITIONS
For the purpose of this section the following definitions apply:

a. "City" shall mean all officers, agents and employees of the City of Tomball.
b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
    i. injury or damage to any property or right
    ii. injury, damage, or death to any person or entity
    iii. attorneys' fees, witness fees, expert witness fees and expenses,
    iv. any settlement amounts; and
    v. all other costs and expenses of litigation
f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE

NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer's Liability	$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

a. Premises/ Operations — Combined Single Limit
b. Independent Contractors
c. Personal Injury
d. Products/Completed Operations
e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at $500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

a. Owned/Leased Automobiles
b. Non-owned Automobiles
c. Hired Cars

All insured at combined single limits for bodily injury and property damage for $500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

a. Be named as an additional insured;
b. Be provided with a waiver of subrogation, in favor of the City,
c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE
Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW
Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY
The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES
Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

5445 Stockdick School Road, Katy, Texas 77449

14. CONTRACT ADMINISTRATOR
This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

AGREED to and ACCPETED this 30 day of September, 2025.

Accurate Utility Supply
Company

Signature

Kyle Parcus
Print Name

Account Manager
Title

AGREED to and ACCPETED this ___ day of _____, 2025.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Thomas Harris III
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve Resolution No. 2025-54, a Resolution of the City of Tomball, Texas approving updates to the Fiscal Year 2025-2026 Master Fee Schedule.

Background:

In August 2025, the City of Tomball adopted the fiscal year 2025-2026 Master Fee Schedule that incorporates City fees, fines, permits, utility rates and other charges for services. Following adoption staff identified the need for clarifications and changes to certain sections.

A redlined version and clean version of the Master Fee Schedule are attached for City Council review. Below is a high-level summary of the changes proposed.

Proposed Changes to the Master Fee Schedule

- **Development Permits, Inspections & Fees**
  - Engineering Fees
    - Updated minimum Civil plan review fee to match the per acre fee
  - Water Tap Fees
    - Added a section for "Water Meter Installation Fees" for commercial taps
  - Natural Gas Tap Fees
    - Added a section for "Gas Meter Installation Fees" for commercial taps
- **Parks & Facility Rentals**
  - Tennis & Pickleball Court Rentals
    - Updated section to "Sports Court Rentals"
    - Added clarification specifying which courts are available for Individual and League rentals
- **Utility Fees, Rates & Charges**
  - Garbage and Trash Collection and Disposal Service Rates
    - Updated "Additional Collection/Pick Up" for each dumpster size to include Overage Fees for dumpsters that are overfilled on service days.

Origination: Project Management

Recommendation:

Staff recommends approving Resolution No. 2025-54, approving updates to the Fiscal Year 2025-2026 Master Fee Schedule.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: Various

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2025-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS APPROVING UPDATES TO THE MASTER FEE SCHEDULE FOR FISCAL YEAR 2025-2026.

* * * * * * * * *

WHEREAS, the Tomball City Council desires to enhance government transparency through the adoption of a Master Fee Schedule for the convenience of the public; and

WHEREAS, the Tomball City Council finds it advantageous to adopt changes to the Master Fee Schedule for Fiscal Year 2025-2026, to provide easier access to information regarding City services and associated fees for Tomball residents and commercial interests; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Resolution are true and correct.

Section 2. Updates to the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2025-2026 is hereby adopted, a copy of which is attached hereto as a Exhibit A and incorporated herein. The revised Master Fee Schedule shall become effective immediately upon its approval by the City Council of the City of Tomball.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or in the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this ___ day of November 2025.

Lori Klein Quinn
Mayor

ATTEST:

Thomas Harris III
City Secretary

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.
Credit Card Processing Fee
The City charges a processing fee of four percent (4%) on all credit card transactions.
Nonsufficient Funds Fee
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.
Notary Public Fees

Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00

Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees
A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length. (1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight. (2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published. (3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record. (4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.
Notification Fee
(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee. (2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules. (3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)	
City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)		
Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		$2,500.00	
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees				
Rentals for Monday through Friday (until 3 p.m.) Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00
Kitchen Rental Fee				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
Community Center Fee Waiver Policy				
The following groups shall have their rental fees waived: • Tomball-based nonprofit youth organizations who provide proof of nonprofit status The following Tomball-based groups and organizations may request a waiver of fees from the City: • Group/organization generates sales tax dollars for Tomball • Group/organization supports City functions, events or programs • Group/organization is a nonprofit benefitting the City of Tomball in some manner				
Deposits for Rentals				
All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.				

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's solid waste provider is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

Wired Telecommunications Services – Provider License Fees
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60 th day following the written notice.

[3] Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than $20.00 per year per service pole.

[4] A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to $28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

(1) Install its own transport facilities as provided in this section; or

(2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than $28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

(c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.

(d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.

(e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.

(f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

Summary of Proposed Changes – Master Fee Schedule Update

Development Permits, Inspections & Fees

- Engineering Fees – Civil Plan Review Fee
  - Minimum fee increased to $225
    - Matches the per acre review fee
- Water Tap Fees
  - Added a new fee for “Water Meter Installation Fees” for commercial taps
    - Commercial developments are required to install their own taps by adding the new fee we limit the additional cost to meter installation only
- Natural Gas Tap Fees
  - Added a new fee for “Gas Meter Installation Fee” for commercial taps
    - Commercial developments are required to install their own taps by adding the new fee we limit the additional cost to meter installation only

Parks & Facility Rentals

- Tennis & Pickleball Court Rentals
  - No Fee Change – wording updated for consistency and clarification
    - Section renamed to “Sports Court Rentals”
    - Added clarification specifying which courts are available for Individual and League rentals based on current practices

Utility Fees, Rates & Charges

- Garbage and Trash Collection and Disposal Service Rates
  - No Fee Change – wording updated to account for overfilled dumpsters incurring additional charge for service
    - Updated “Additional Collection/Pick Up” for each dumpster size to include Overage Fees for dumpsters that are overfilled on service days.

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)	
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.	
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.	
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.	
Credit Card Processing Fee	
The City charges a processing fee of four percent (4%) on all credit card transactions.	
Nonsufficient Funds Fee	
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.	
Notary Public Fees	
Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00
Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)	
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.	

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911
(Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees

A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.

(1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.

(2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published.

(3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.

(4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.

Notification Fee

(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.

(2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.

(3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)

City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)

Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		$2,500.00	
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees				
Rentals for Monday through Friday (until 3 p.m.) Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00
Kitchen Rental Fee				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
Community Center Fee Waiver Policy				
The following groups shall have their rental fees waived: • Tomball-based nonprofit youth organizations who provide proof of nonprofit status The following Tomball-based groups and organizations may request a waiver of fees from the City: • Group/organization generates sales tax dollars for Tomball • Group/organization supports City functions, events or programs • Group/organization is a nonprofit benefitting the City of Tomball in some manner				
Deposits for Rentals				
All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.				

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's solid waste provider is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

Wired Telecommunications Services – Provider License Fees

(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60 th day following the written notice.

[3] Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than $20.00 per year per service pole.

[4] A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to $28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

(1) Install its own transport facilities as provided in this section; or

(2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than $28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

(c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.

(d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.

(e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.

(f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

Outdoor Sound Amplification Equipment (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

City of Tomball
Master Fee Schedule
FY 2025-2026

Effective September 17, 2025

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Administrative Fees

General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances)
Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding $500.00, except as otherwise noted.
Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding $2,000.00.
Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding $200.00.
Credit Card Processing Fee
The City charges a processing fee of four percent (4%) on all credit card transactions.
Nonsufficient Funds Fee
When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a $30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately.
Notary Public Fees

Service	***Fee***
For protesting a bill or note for nonacceptance or nonpayment, register and seal	$4.00
For each notice of protest	$1.00
For protesting in all other cases	$4.00
For certificate and seal to a protest	$4.00
For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal	$10.00 for first signature; $1.00 for each additional signature
For administering an oath or affirmation with certificate and seal	$10.00
For all certificates under seal not otherwise provided for	$10.00
For a copy of a record or paper (uncertified copy) in the notary public's office	$1.00 per page
For taking the deposition of a witness	$1.00 for each 100 words
For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
For a notarial act not provided for	$6.00

Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70)
Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code (TAC), title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Requestors should refer to the TAC for the most up to date costs.

Alarm Permits & Fees

Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances)

The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system.

Type of Property	***Fee***
Residential property	No fee
Individual apartment unit	$50.00
Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00
Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system	$50.00

False Alarm Notification Fees (Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Burglar/Fire False Alarm	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$25.00 per false alarm
Sixth through eighth false alarm	$50.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Commercial Burglar/Fire False Alarms	***Fee***
First through third false alarm	No fee
Fourth and fifth false alarm	$50.00 per false alarm
Sixth through eighth false alarm	$75.00 per false alarm
For each false alarm thereafter	$100.00 per false alarm
Panic False Alarm	***Fee***
First and second false alarm	No fee
For each false alarm thereafter	$100.00 per false alarm

Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances)

Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system.

A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than $500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system.

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	*Description of License*	*T.A.B.C. 2-Year Fee*	*Tomball 2-Year Fee*
BE	Malt Beverage Retailer's On Premise License - Original/Years 1 and 2	$2,000.00	$1,000.00
	Malt Beverage Retailer's On Premise License - Renewal	$1,500.00	$750.00
BF	Malt Beverage Retailer's Off Premise License	$120.00	$60.00
BG	Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2	$2,000.00	$1,000.00
	Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal	$1,500.00	$750.00
BP	Brewpub License	$1,000.00	$500.00
BQ	Wine & Malt Beverage Retailer's Off Premise (Harris County)	$120.00	$60.00
BW	Brewers License	N/A	$1,500.00
LH	Late Hours Mixed Beverage	Local fee not authorized	
MB	Mixed Beverage - Years 1 and 2	$6,000.00	N/A
	Mixed Beverage - 1st Renewal (Years 3 and 4)	$4,500.00	$1,125.00
	Mixed Beverage - 2nd Renewal (Years 5 and 6)	$3,000.00	$1,150.00
	Mixed Beverage - 3rd Renewal (Subsequent Years)	$1,500.00	$750.00
P	Package Store	$1,000.00	$500.00
Q	Wine-Only Package Store	$150.00	$75.00
SD	Brewers Self-Distribution	N/A	$600.00
W	Wholesalers Permit	$3,750.00	$1,875.00

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)	
Annual kennel license fee	$10.00

Recovery of Impounded Animals Fee

Times Impounded	*Impound Fee*	*Boarding Fee*	*Vaccination Fee**
First time	$25.00	$5.00 per day	At cost
Second time	$40.00	$5.00 per day	At cost
Third and subsequent times	$75.00	$5.00 per day	At cost

**Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).*

Impoundment Fee for Horses, Cows, Cattle or Other Livestock

Horses, cows, cattle	$25.00, plus $5.00 for feeding and care per animal, per day
Other livestock	$15.00, plus $2.00 for feeding and care per animal, per day

Redeeming Animals (8-178, Code of Ordinances)

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered.

The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to $3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances).

Business Related Permits & Fees

Ambulance Transfer Services Permit (Sec. 16-162 – 172, Code of Ordinances)	
Annual Company Permit Fee	$500.00
Vehicle Inspection Fee	$100.00
Vehicle Re-Inspection Fee	$100.00
Commercial Filming Permit *Fee may be waived by City Manager for nonprofit organizations	
Commercial filming permit application processing fee	$25.00*
Fee for use of City property and City equipment	Determined by request
Correctional Facility Permit Application Fee	
Original application fee	$350.00
Renewal application fee	$100.00
Transfer application fee upon change or ownership/operator	$100.00
Donation Container Permit Fee (Sec. 22-194, Code of Ordinances)	
Annual donation container permit fee	$25.00 per year
Impounded donation container fee	$200.00
Daily storage fee	$25.00
Sexually Oriented Business Fees (Sec. 6-26, Code of Ordinances)	
Annual fee for Sexually Oriented Business License	$750.00
Annual fee for employee of sexually oriented business	$50.00
Tow Truck Rotation Company Fees	
Initial application fee	$100.00
Additional application fee	$75.00
Annual fee (licenses expire Sept. 30 each year)	$100.00 per vehicle
Supplemental fee for vehicles added during the year	$75.00 per vehicle
Duplicate license for towing company vehicle	$25.00
Fees for Towing Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ	
Light duty tow trucks – incident management	$200.00
Light duty tow trucks – drop fee	$75.00
Additional service fees to be charged. In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an **additional fee not to exceed $100.00** to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.	
COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST: Liability Coverage $500,000 On-Hook Cargo $50,000	

Vehicle Storage Fees
A Vehicle Storage Fee (VSF) operator may not charge less than $5.00 or more than $20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of $35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length. (1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight. (2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published. (3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record. (4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.
Notification Fee
(1) A VSF may not charge a vehicle owner more than $50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee. (2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules. (3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances)

City of Tomball Driver's License Fee	$15.00 per year
Renewal Fee	$10.00 per year
Replacement Fee	$5.00 each

Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances)

Per Day	***Per Week***	***Per Month***
$10.00	$25.00	$50.00
Per 3 Months	***Per 6 Months***	***Special Event***
$100.00	$150.00	$25.00 per day
Interstate permit	None; Registration only	
Bond requirement	$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46)	
Special event permit	$25.00 per day as rental for the use of public property	

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	***Base Fee***	***Per Lot***	***Maximum per Plat***
Preliminary Plat, Final Plat, Replat, and Minor Plats	$500.00	$20.00	$2,500
Joinder Lot			$100.00
Planning Fees			
Rezoning		$1,000.00	
Text Amendment		$1,000.00	
Conditional Use Permit		$1,000.00	
Planned Development (with concept or site plan)		$2,000.00	
Non-residential site plan review		$300.00 plus $10.00 per acre	
Single-family site plan/Building elevation review		$100.00	
Variance/Special Exception (Board of Adjustments)		$500.00	
Zoning Verification Request		$75.00	
Major Thoroughfare Plan Amendment		$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		$2,500.00	
Engineering Fees			
Floodplain permit application	$100.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	$200.00		
Civil plan review fee *HB 3492 hourly rate: $113.00*	$225.00 per acre of development (minimum of $~~101~~225) $113.00 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: $180.00	**Project Area**	**Fee**	
	Less than 1 acre	$1,840.00	
	At least 1 but less than 5 acres	$3,450.00	
	5 or more acres	$7,000.00	
	Each additional acre above 5	$1,900.00	
Right-of-way abandonment	$1,000.00		
Fee-in-lieu-of construction of sidewalks	$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	$150.00 per caliper inch		

Building Permits	
Residential Building Permits	
Single-family residential building permit - new construction and remodels	$0.50 per square feet of building area; $100.00 minimum
Residential foundation repair permit	$100.00
Commercial Building Permits	
Total Valuation (Building)	***Fee***
$1,000 and less	$75.00 fee will be charged for initial inspection
$1,001 to $50,000	$75.00 for the first $1,000 in value, plus $5.50 for each additional thousand or fraction thereof
$50,001 to $100,000	$340.00 for the first $50,000 in value, plus $4.40 for each additional thousand or fraction thereof
$100,001 to $500,000	$550.00 for the first $100,000 in value, plus $3.30 for each additional thousand or fraction thereof
$500,001 and greater	$1,875.00 for the first $500,000 in value, plus $2.20 for each additional thousand or fraction thereof
Building Plan Review Fee	
Residential and Commercial Fee	Equal to 50% of the cost of the associated building permit
Building Plan Review Resubmittal Fee: A third re-submittal initiates a plan review fee equal to the original plan review fee.	
Banner Sign Fee	
Banner sign fee	$40.00
Structure Moving Fee	
Fee to move any primary habitable building or structure (including manufactured homes) within city limits	$125.00
Demolition Permit/Fee	
Size of building/structure	***Fee***
0 to 100,000 cubic feet	$150.00
100,001 cubic feet and greater	$150.00, plus $1.25 for each additional 1,000 cubic feet or fraction thereof
Roofing Permit	
Residential roofing permit (re-roof only)	$75.00
Commercial roofing permit (re-roof only)	$150.00
Penalties	
Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a $250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees.	

Electrical Permits	
Electrical permit base fee	$50.00
Plus the following when required (fee is per unit installed)	
Services (including subpanels)	
Service less than 125 amp with meter loop	$20.00
Service between 125 and 200 amp with meter loop	$28.00
Service between 201 and 400 amp with meter loop	$42.00
Outlets (including all light switches and electrical openings)	
Outlets and fixtures	$0.75
Appliances	
Any electrical appliance (A/C, dryer, range, dishwasher, etc.)	$7.50
Motors (installed)	
¾ h.p.	$4.00
Greater than ¾ h.p. and less than 10 h.p.	$9.50
Greater than or equal to 10 h.p.	$13.50
Transformers	
Less than or equal to 1 kVA	$2.70
Greater than 1 kVA and less than 10 kVA	$15.50
Greater than or equal to 10 kVA	$20.00
Miscellaneous	
All parking lot light pole	$35.00
Electric, neon, illuminated Signs	$10.50
Ditch cover, up to 100 linear feet	$16.50
Ditch cover, more than 100 linear feet	$16.50 for first 100 linear feet + $8.00 for each additional 100 linear feet
Temporary Installations	
Temporary lighting installations	$22.50
Temporary saw pole – 90 days	$22.50
Temporary cut-ins made permanent	$35.00
Other Electrical Permits	
Reconnection Fee (for power for generators)	$20.00
Demolition (when for electric only)	$40.00

Plumbing Permits	
Plumbing permit application fee	$45.00
Plus the following when required (fee is per unit installed)	
Services	
Plumbing Fixture (floor drain or P-trap, water and drainage piping)	$4.00
Water heater (any type, including insta-hot, inline, conventional)	$4.00
Vacuum breaker or backflow protective devices installed	$4.00
Sewer (new, replacement, repair or sewer line)	$8.00
Water (new, replacement, repair or water-line)	$8.00
Gas	
Medical Gas (Medgas)	$4.00
Gas Opening	$4.00
Gas Line	$8.00
Gas Test	$8.00
Other Plumbing Permits	
Demolition (when for plumbing only)	$40.00
Irrigation Permit	
Residential irrigation permit fee	$75.00
Commercial irrigation permit fee	$200.00

Mechanical Permits	
Mechanical permit base fee	$45.00
Total Valuation of Installation (labor & materials)	***Fee***
$0 to $1,000	No additional fee (base fee only)
$1,001 and greater	Base fee plus $15.00 for each additional thousand or fraction thereof
Boiler or chillers inspection	$140.00 (per unit)

Driveway Permits		
Permit Type	***No Culvert***	***With Culvert***
Residential driveway permit	$75.00	$1,625.00
Commercial driveway permit	$75.00	$75.00 (inspection only - City does not set commercial culverts)

Certificate of Occupancy	
Certificate of completion/certificate of occupancy	None, included with new commercial and residential permits
Change in occupancy (name change and use change)	$100.00
Temporary certificate of occupancy (valid for 30 days)	$100.00 for each trade and department not finalized – See TCO standard
Operating without a certificate of occupancy	$250.00

Inspections	
First inspection (includes building, mechanical, plumbing and electrical inspections)	Included in permit
First re-inspection (second inspection)	$50.00
Second re-inspection (third inspection)	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
After hours inspection fee (first 4 hours) Each additional hour *Must have prior approval	$300.00 $75.00
Missed Inspection	$125.00

Water Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Meter Size	***Fee***
5/8 inch to 3/4 inch	$1,700.00
1.0 inch	$1,850.00
1.5 inch	$3,500.00
2.0 inch	$3,800.00
Irrigation tap (1 inch)	$1,850.00
Irrigation tap (1.5 inch)	$3,500.00
Irrigation tap (2 inch)	$3,800.00
The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$190.00
Water Meter Installation Fees	
Meter Size	***Fee***
5/8 inch to 3/4 inch	***$500.00***
1.0 inch	***$600.00***
1.5 inch	***$1,775.00***
2.0 inch	***$2,000.00***
Irrigation tap (1 inch)	***$600.00***
Irrigation tap (1.5 inch)	***$1,075.00***
Irrigation tap (2 inch)	***$1,275.00***
Water Boring Fees	
Line Size	***Fee***
1 inch line	$1,300.00
2 inch line	$1,500.00
The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore.	
Wastewater (Sewer) Tap Fees	
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.	
Connection Size	***Fee***
4 inch	$1,560.00
6 inch	$1,835.00
The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City.	
Connections on State Rights-of-Way (in addition to tap fee)	$250.00
Wastewater Boring Fees	
Up to 6 inch line	$1,535.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.	

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Sewer Service Reconnection	
Sewer service reconnection fee	$200.00

Natural Gas Tap Fees		
Commercial Taps: All commercial taps to be completed by contractor. All taps are required to be inspected and scheduled with Construction Inspections.		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	$1,775.00
345,001 to 450,000	415-450	$2,125.00
450,001 to 1,760,000	750-880	$~~3,700.00~~4,650
If pounds are needed, add emcorrector to total cost (fee)		$1,175.00
Gas regulator upgrade fee		$100.00
The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City.		
Connections on State rights-of-way (0 to 450,000 BTUs)		$250.00
Connection on State rights-of-way (greater than 450,000 BTUs)		$350.00
Natural Gas Meter Installation Fees		
BTUs	***Meter Size***	***Fee***
0 to 345,000	200-275	***$875.00***
345,001 to 450,000	415-450	***$1,900.00***
450,001 to 1,760,000	750-880	***$3,800.00***
Boring Fees		
Bores up to 80 feet in length		$1,285.00
The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore.		

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Water and Wastewater Impact Fees				
Living Unit Equivalents (LUEs)	***Water Meter Size***	***Water Impact Fee***	***Wastewater Impact Fee***	***Total Fees***
1.0	¾ inch	$6,618	$8,069	$14,687
1.6	1 inch	$10,588	$12,910	$23,498
5.3	1.5 inch	$35,075	$42,765	$77,840
6.6	2 inch	$43,678	$53,255	$96,933
13.3	3 inch	$88,019	$107,317	$195,336
26.6	4 inch	$176,038	$214,635	$390,673
53.3	6 inch	$352,739	$430,077	$782,816
90.0	8 inch	$595,620	$726,210	$1,321,830
166.6	10 inch	$1,102,558	$1,344,295	$2,446,853

Drainage Impact Fees	
Drainage Basin	***Fee***
M118	$5,757.81 per acre
M121E	$7,886.69 per acre
M121W	$6,692.00 per acre
M125	$436.88 per acre

Fire Department Permits & Inspections

Fire Marshal Office Plan Review				
Life Safety Plan Review				
Size	1 to 2,500 square feet	2,501 to 5,000 square feet	5,001 to 10,000 square feet	More than 10,000 square feet
Fee	$50.00	$75.00	$100.00	$100.00
Fire Marshal's Office Plan Review Resubmittal Fee				
Third resubmittal requires payment of additional plan review fee equal to the amount of the original plan review fee.				
Fire Sprinkler System				
Underground Plan Review Fee				$200.00
Above Ground Review Fee				$200.00
Riser				$20.00 each
Fire Department Connection				$20.00 each
Per Each Sprinkler Head				$2.00 each
Fire Alarm System				
Review Fee				$200.00
Fire Alarm Device				$2.00 each
Paint Booth/Mixing Room				
Review Fee				$200.00
Nozzle				$2.00 each
Cooking Suppression System				
Review Fee				$200.00
Nozzle				$2.00 each
Fuel Storage Tank Installation or Removal				
For 1 Tank per site				$150.00
For 2 Tanks per site				$200.00
For 3 or more Tanks per site				$250.00
Installation Penalty				
No permit fee – equal to two times the cost of the total permit fee				
Special Services				
Expedited Plan Review				$300.00
After hours inspection fee (up to 4 hours) Each additional hour (rounded up to the next hour) *Must be paid and have prior approval				$400.00 $100.00 per hour
Acceptance Testing/Fire Final Inspections				
Initial inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
State Licensed Facility Inspection - Group I Occupancy				
Initial Inspection				Included in permit
First re-inspection				$50.00
Second re-inspection				$75.00
All re-inspections after second re-inspection (fee per inspection)				$200.00
Boarding Home Annual Permit				
Inspection and Annual Permit				$500.00

Each additional re-inspection	$75.00
Life Safety Inspection - Annual	
Initial Inspection	Included in permit
First re-inspection	$50.00
Second re-inspection	$75.00
All re-inspections after second re-inspection (fee per inspection)	$200.00
Missed Inspection Penalty	
Missed inspections	$125.00
Access Control Device Installation	
Access control device installation plan review	$200.00
Per Each Device	$2.00
On-Site Consultation	
On-site pre-inspection consultation	$75.00

Fire Marshal Permits

Permit	*Permit Ref. No.*	*Annual (A) or One-Time (O)*	*Fee*
Additive Manufacturing	105.5.1	A	$100.00
Aerosol Products	105.5.2	A	$100.00
Amusement Buildings	105.5.3	A	$100.00
Aviation Facilities	105.5.4	A	$150.00
Carnivals & Fairs	105.5.5	O	$150.00
Cellulose Nitrate Film	105.5.6	A	$100.00
Combustible Dust Producing Operations	105.5.7	A	$100.00
Combustible Fibers	105.5.8	A	$125.00
Compressed Gases	105.5.9	A	$100.00
Covered & Open Mall Buildings	105.5.10	A	$50.00
Cryogenic Fluids	105.5.11	A	$100.00
Cutting & Welding	105.5.12	A	$75.00
Dry Cleaning Plants	105.5.13	A	$100.00
Energy Storage Systems	105.5.14	A	$150.00
Exhibits & Trade Shows	105.5.15	O	$75.00
Explosives, including Fireworks	105.5.16	A	$150.00
Fire Hydrants and Valves	105.5.17	O	$75.00
Flammable and Combustible Liquids	105.5.18	A	$75.00
Floor Finishing, including Bowling Lanes	105.5.19	A	$100.00
Fruit and Crop Ripening	105.5.20	A	$100.00
Fumigation and Insecticide Fogging	105.5.21	O	$50.00
Hazardous Materials	105.5.22	A	$150.00
Hazardous Production Materials (HPM) Facilities	105.5.23	A	$150.00
High Pile Storage	105.5.24	A	$75.00
Hot work Operations	105.5.25	A	$75.00
Industrial Ovens	105.5.26	A	$100.00
Lumber Yards and Wood Working Plants	105.5.27	A	$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.5.28	A	$100.00
LP Gas	105.5.29	A	$100.00
Magnesium Working	105.5.30	A	$150.00
Miscellaneous Combustible Storage	105.5.31	A	$100.00
Mobile Food Preparation Vehicle Verification	105.5.32	A	$50.00

Mobile Food Preparation Vehicle – Permit Issued	105.5.32	A	$200.00
Motor Vehicle Fuel Dispensing Facility	105.5.33	A	$100.00
Open burning (commercial-trench)	105.5.34	O	$150.00
Open Flames and Torches	105.5.35	O	$50.00
Open Flames and Candles	105.5.36	A	$50.00
Organic Coating	105.5.37	A	$100.00
Outdoor Assembly Event (exceeds 1,000 persons)	105.5.38	O	$150.00
Places of Assembly (50-100)	105.5.39a	A	$75.00
Places of Assembly (101-299)	105.5.39b	A	$100.00
Places of Assembly (300 or More)	105.5.39c	A	$125.00
Plant Extraction Systems	105.5.40	A	$75.00
Private Fire Hydrants	105.5.41	O	$75.00
Pyrotechnic Special Effects Material	105.5.42	A	$150.00
Pyroxylin Plastics	105.5.43	A	$100.00
Refrigeration Equipment	105.5.44	A	$150.00
Repair Garage and Motor Fuel Dispensing Facilities	105.5.45	A	$100.00
Rooftop Heliports	105.5.46	A	$150.00
Spraying & Dipping	105.5.47	A	$150.00
Storage of Scrap Tires and Tire Byproducts	105.5.48	A	$100.00
Temporary Membrane Structures and Tents	105.5.49	O	$75.00
Tire Rebuilding Plants	105.5.50	A	$150.00
Waste Handling	105.5.51	A	$100.00
Wood Products	105.5.52	A	$100.00

Municipal Court Fines & Fees

Municipal Court Collection Fees	
Time payment fee for cases set up on a payment plan (state fee, cannot be waived)	$15.00
Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants	$10.00
Failure to appear/violate promise to appear fine	$25.00
Compliance reimbursement fee	$20.00
Fees for Past Due Accounts (Sec. 2-240, Code of Ordinances)	
In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection.	

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

Community Center Rental Fees				
Rentals for Monday through Friday (until 3 p.m.) Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$50.00	$30.00	$15.00	$15.00
Tomball residents: individuals and non-profits which charge for services	$75.00	$50.00	$20.00	$20.00
Non-Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$30.00	$30.00
For-profit businesses that charge for services	$200.00	$150.00	$60.00	$60.00
Rentals for Friday (after 3 p.m.), Saturday, and Sunday Rates listed per hour; 2-hour minimum rentals required				
Renter	***Room A***	***Room B***	***Room C***	***Room D***
Nonprofit club/organizations which do not charge for services	$75.00	$50.00	$30.00	$30.00
Tomball residents: individuals and non-profits which charge for services	$100.00	$75.00	$50.00	$50.00
Non-Tomball residents: individuals and non-profits which charge for services	$125.00	$100.00	$75.00	$75.00
For-profit businesses that charge for services	$225.00	$175.00	$85.00	$85.00
Kitchen Rental Fee				
Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental.				
Community Center Fee Waiver Policy				
The following groups shall have their rental fees waived: • Tomball-based nonprofit youth organizations who provide proof of nonprofit status The following Tomball-based groups and organizations may request a waiver of fees from the City: • Group/organization generates sales tax dollars for Tomball • Group/organization supports City functions, events or programs • Group/organization is a nonprofit benefitting the City of Tomball in some manner				
Deposits for Rentals				
All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party.				

Park Facility Reservation Fees		
Park/Facility	***Resident***	***Nonresident***
Railroad Depot Plaza Gazebo – Half Day	$50.00	$100.00
Railroad Depot Plaza Gazebo – Full Day	$100.00	$125.00
Juergens Park Pavilion – Half Day	$50.00	$100.00
Juergens Park Pavilion – Full Day	$100.00	$125.00
Jerry Matheson Park Pavilion – Half Day	$50.00	$100.00
Jerry Matheson Park Pavilion – Full Day	$100.00	$125.00
Theis Attaway Nature Center Pavilion – Half Day	$50.00	$100.00
Theis Attaway Nature Center Pavilion – Full Day	$100.00	$125.00
~~Tennis & Pickleball~~ Sports Court Rentals		
Rental Type	***Resident***	***Nonresident***
Individual court rental (Tennis & Pickleball)	$5.00 for 2 hours	$10.00 for 2 hours
League court rental (Tennis Courts Only) Spring season: February through May Fall Season: September through December	$150.00 per season	$170.00 per season

Pipelines, Wells, and Seismic Activities

Pipeline Permits (Sec. 18-104, Code of Ordinances)	
Bond	$500,000.00
Filing Fee	$1,000.00
Well and Seismic Activities Permits (Sec. 18-54-58, Code of Ordinances)	
Original application fee	$10,000.00
Expediting application fee	$15,000.00
Renewal application for well, training well, training well site, or seismic activities	$500.00
Bond Requirement	$1,000,000.00
Nonconforming Wells (Sec. 18-28, Code of Ordinances)	
Filing fee for each well registration	$100.00

Police Department Fees

General Fees	
Offense report (public page)	$2.00 each
Local arrest record checks/letters	$2.00 each
Accident report	$6.00 each
Fingerprint cards – all other purposes	$5.00 per card
Impounded vehicles, impounding fee Fee may be charged for any part of the day the vehicle is on the lot except if the vehicle is on the lot for two calendar days but within a 12-hour period. For example: A vehicle comes in at 10 p.m., the owner comes and gets the vehicle at 8 a.m. the next morning. Even though the vehicle was on the lot for two calendar days, you may only charge one day storage since it is within the 12-hour period.	$22.85 a day for vehicles 25 feet in length or less $39.99 per day for vehicles over 25 feet in length

Utility Fees, Rates & Charges

City of Tomball Utilities – Deposit	
Residential deposit	$200.00
Commercial deposit	Average annual bill of previous occupant multiplied by three (3) or $500.00, whichever is greater
Temporary hydrant meter deposit	$4,500.00

City of Tomball Utilities – Monthly Administrative Service Charge	
City utility administrative service charge	$1.00 per month per account

City of Tomball Garbage Bag Fees	
First two (2) rolls of garbage bags per residence per year	Free
Each subsequent 50-bag roll	$12.00

City of Tomball Utilities Administrative Fees	
Connection and Disconnection Fees The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:	
During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service	$50.00
During unscheduled service periods (after hours and weekends), including new service	$100.00
Damages to Utility Functions and Tampering Fees	
Damage to any utility facilities, tampering with valves, meters, etc.	$200.00
Delinquent Account Fees	
In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration.	

City of Tomball Water Utility Rates & Fees

North Harris County Regional Water Authority Charges

The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/.

Monthly Rates for Potable Water Sales

Customer Class	*Usage (gallons) during billing month*	*Base Rate*	*Consumption Charge for each 1,000 gallons used*
Small residential	Up to 10,000	$12.90	$3.20
Medium residential	10,001 to 15,000	$12.90	$4.00
Large residential	15,001 or more	$12.90	$5.01
Small commercial	Up to 5,000	$29.15	$3.88
Medium commercial	5,001 to 51,000	$29.15	$4.86
Large commercial	51,000 or more	$29.15	$6.07

Bulk Water Sales

Bulk sales rate	All usage	$98.00	$5.12

~~Additionally, if a meter is desired for bulk sales, a deposit of $1,000.00 will be required. Bulk water sales will also be charged applicable administrative fees and the NHCRWA fees.~~

Water Meter Testing Fee

In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size.

Meter Size	*Testing Fee*
0.75 inch and 1 inch	$225.00
1.5 inch and 2.0 inch	$250.00
3.0+ in meters	$325.00

Meter Box Repair Fee

In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of $225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs.

City of Tomball Wastewater (Sanitary Sewer) Utility Rates	
Residential Sanitary Sewer Rates, with Potable Water Service	
Monthly Base Charge	$14.80
Volume rate per 1,000 gallons	$5.14
Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption.	
Commercial Sanitary Sewer Rates, with Potable Water Service	
Monthly base charge	$35.95
Volume rate per 1,000 gallons	
0 to 5,000 gallons	$6.52
5,001 to 51,000 gallons	$8.14
More than 51,000 gallons	$10.18
Residential Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$60.45
Commercial Sanitary Sewer Rates, without Potable Water Service	
Monthly base rate	$100.48
Fee per drain (in excess of 10)	$2.78

City of Tomball Natural Gas Utility Rates	
Base rate	$11.75
Consumption	$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF)
Gas Meter Testing Fee In the event a customer requests a meter to be tested and the meter is found to be in working order, the account will be accessed a meter testing fee based on the meter size or type.	
Meter Size/Type	***Testing Fee***
Domestic – American	$350.00
400 Series	$375.00
Industrial Diaphragm (800 to 1,000)	$525.00
Industrial Diaphragm (1,000 to 10,000)	$775.00
Rotary	$775.00
Excess Flow Valve	
Installation of an excess flow valve to an existing natural gas service line	$500.00

Garbage and Trash Collection and Disposal Service Rates		
The City of Tomball's ~~solid waste~~ provider ~~for FY 2024-2025~~ is Frontier Waste Solutions. The rates below do not include applicable sales taxes.		
Residential Service		
Bag Service		
Base Service Charge		$24.98 monthly
Cart Service (Base Service Charge + Cart Rental Fees)		
Base Service Charge		$24.98 monthly
95-gallon MSW cart		$1.84 monthly/per cart
95-gallon recycling cart		$1.84 monthly/per cart
65-gallon MSW cart		$1.84 monthly/per cart
65-gallon recycling cart		$1.84 monthly/per cart
18-gallon recycling bin		$1.05 monthly/per bin
Special Collection – Unusual Accumulations (Bulk)		
Disposal fee		$15.75
Rate Per Hour for Vehicle and Crew		$231.00
Small Commercial with Poly Cart		
Number of Carts	**Frequency of Collection**	***Rate per month***
One MSW Cart	1	$37.32
One MSW Cart	2	$47.82
Two MSW Carts	1	$49.66
Two MSW Carts	2	$70.14
One Recycling Cart	1	$37.32
Additional Recycling Cart	1	$6.84
Dumpsters		
Size	***Frequency***	***Rate per Month***
2 Yard	1	$99.45
3 Yard	1	$122.26
3 Yard	2	$185.18
3 Yard	3	$272.42
3 Yard	4	$336.76
3 Yard	5	$416.85
3 Yard	6	$496.94
3 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
4 Yard	1	$130.83
4 Yard	2	$199.47
4 Yard	3	$290.97
4 Yard	4	$361.08
4 Yard	5	$433.75
4 Yard	6	$534.11
4 Yard Additional Collection/Pick Up/Overage Fee	1	$135.13
6 Yard	1	$165.16
6 Yard	2	$250.97
6 Yard	3	$371.10

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6 Yard	4	$459.76
6 Yard	5	$570.77
6 Yard	6	$680.00
6 Yard Additional Collection/Pick Up/Overage Fee		$135.13
8 Yard	1	$175.17
8 Yard	2	$305.30
8 Yard	3	$398.26
8 Yard	4	$484.07
8 Yard	5	$605.63
8 Yard	6	$724.33
8 Yard Additional Collection/Pick Up/Overage Fee		$135.13

Additional Dumpster Fees

Description	***Occurrence***	***Monthly Fee***
Casters	Monthly fee	$11.94
Locks	Per Pickup	$2.38

Roll-off Containers (Temporary or Permanent)

Size	***Delivery Fee***	***Daily Rent***	***Hauling Rate***	***Disposal (per ton)***
20 Yard	$126.00	$6.30	$275.14	$65.05
30 Yard	$126.00	$6.30	$297.47	$65.05
40 Yard	$126.00	$6.30	$312.34	$65.05

Self-Contained & Stationary Compactor (Standard Pricing for All Sizes)

Size	***Monthly Rental Charge***	***Haul Rate***	***Disposal (per ton)***
30 Yard	$577.50	$286.65	$65.05
35 Yard	$577.50	$286.65	$65.05
40 Yard	$577.50	$409.01	$65.05
Washout per Container			$183.75
Relocated/Block Fee (per Haul)			$68.25

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Wired Telecommunications Services – Provider License Fees
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) $2.10

(Sec. 38-202 – Compensation)

(a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.

(b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	$500.00 for first 5 nodes, $250.00 for each additional node	$28.00 per month per node [1, 4]
Network Nodes	$500.00 for first 5 nodes, $250.00 for each additional node	$250.00 per year per node [2, 3]
Node Support Poles	$1,000.00 per pole	$250.00 per year per pole [2]

[1] Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.
[2] As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 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 (Sec. 18-194, Code of Ordinances)	
Permit for amplification of music or human speech	$10.00
Manufactured Home Park or Recreational Vehicle Park	
Construction or Enlargement Fees	
Application for construction/enlargement	$100.00 plus $10.00 per unit in excess of 25 units
Park Operations License Fees (Chapter 26, Code of Ordinances)	
Annual operations license	$100.00 plus $3.00 for each space within the park

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of $500, except that zoning, fire safety, and health violations may have fines of up to $2000 per offense. Most traffic related state offenses have a maximum fine of $200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court
Sec. 1-14. - General penalty for violations of Code; continuing violations.
(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding $500.00, except for: (1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be $2,000.00 for each offense; and (2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed $200.00. However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state. (b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment. (c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed $500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. (d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds $500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation. (e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code. (f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense. (g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code ch. 12.

Code	*Offense*	*Minimum Fine*
111	Fire Code Violations	$200.00

SCHEDULE OF MINIMUM FINE AND STATE FEES (SUBJECT TO CHANGE)

Parking Enforcement Violation Handicap

1st violation with please of guilty within 14 days	$250.00
After 14 days plea of guilty, 1st offense	$500.00

Offense: Speeding

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$134.00	$220.00	$25.00	$245.00
16	$92.00	$134.00	$226.00	$25.00	$251.00
17	$98.00	$134.00	232.00	$25.00	$257.00
18	$104.00	$134.00	$238.00	$25.00	$263.00
19	$110.00	$134.00	$244.00	$25.00	$269.00
20	$116.00	$134.00	$250.00	$25.00	$275.00
21	$122.00	$134.00	$256.00	$25.00	$281.00
22	$128.00	$134.00	$262.00	$25.00	$287.00
23	$134.00	$134.00	$268.00	$25.00	$293.00
24	$140.00	$134.00	$274.00	$25.00	$299.00
25	$146.00	$134.00	$280.00	$25.00	$305.00
26	$152.00	$134.00	$286.00	$25.00	$311.00
27	$158.00	$134.00	$292.00	$25.00	$317.00
28	$164.00	$134.00	$298.00	$25.00	$323.00
29	$170.00	$134.00	$304.00	$25.00	$329.00
30	$176.00	$134.00	$310.00	$25.00	$335.00
31	$182.00	$134.00	$316.00	$25.00	$341.00
32	$188.00	$134.00	$322.00	$25.00	$347.00
33	$194.00	$134.00	$328.00	$25.00	$353.00
34 and over	$200.00	$134.00	$334.00	$25.00	$359.00

Offense: Speeding in a School Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$86.00	$159.00	$245.00	$25.00	$270.00
16	$92.00	$159.00	$251.00	$25.00	$276.00
17	$98.00	$159.00	$257.00	$25.00	$282.00
18	$104.00	$159.00	$263.00	$25.00	$288.00
19	$110.00	$159.00	$269.00	$25.00	$294.00
20	$116.00	$159.00	$275.00	$25.00	$300.00
21	$122.00	$159.00	$281.00	$25.00	$306.00
22	$128.00	$159.00	$287.00	$25.00	$312.00
23	$134.00	$159.00	$293.00	$25.00	$318.00
24	$140.00	$159.00	$299.00	$25.00	$324.00

25	$146.00	$159.00	$305.00	$25.00	$330.00
26	$152.00	$159.00	$211.00	$25.00	$336.00
27	$158.00	$159.00	$317.00	$25.00	$342.00
28	$164.00	$159.00	$323.00	$25.00	$348.00
29	$170.00	$159.00	$329.00	$25.00	$354.00
30	$176.00	$159.00	$335.00	$25.00	$360.00
31	$182.00	$159.00	$341.00	$25.00	$366.00
32	$188.00	$159.00	$347.00	$25.00	$372.00
33	$194.00	$159.00	$353.00	$25.00	$378.00
34 and over	$200.00	$159.00	$359.00	$25.00	$384.00

Offense: Speeding in a Construction Zone

Speeding	*Fine*	*Court Costs*	*Total*	*Workers Present*	*Total*
1-15	$172.00	$134.00	$306.00	$25.00	$331.00
16	$184.00	$134.00	$318.00	$25.00	$343.00
17	$196.00	$134.00	$330.00	$25.00	$355.00
18	$208.00	$134.00	$342.00	$25.00	$367.00
19	$220.00	$134.00	$354.00	$25.00	$379.00
20	$232.00	$134.00	$366.00	$25.00	$391.00
21	$244.00	$134.00	$378.00	$25.00	$403.00
22	$256.00	$134.00	$390.00	$25.00	$415.00
23	$268.00	$134.00	$402.00	$25.00	$427.00
24	$280.00	$134.00	$414.00	$25.00	$439.00
25	$292.00	$134.00	$426.00	$25.00	$451.00
26	$304.00	$134.00	$438.00	$25.00	$463.00
27	$316.00	$134.00	$450.00	$25.00	$475.00
28	$328.00	$134.00	$462.00	$25.00	$487.00
29	$340.00	$134.00	$474.00	$25.00	$499.00
30	$352.00	$134.00	$486.00	$25.00	$511.00
31	$364.00	$134.00	$498.00	$25.00	$523.00
32	$376.00	$134.00	$510.00	$25.00	$535.00
33	$388.00	$134.00	$522.00	$25.00	$547.00
34 and over	$400.00	$134.00	$534.00	$25.00	$559.00

Additional Offenses

Offense Code	*Offense Code Type*	*Offense Description*	*Total Due*
5	O	Article Vi Erosion &Sediment Control Sec 18-259(D)	$581.00
19	O	Sec 34-11 Changeable Electronic Variable Message Sign	$581.00
20	O	Violation Of Sec. 50-36	$581.00
21	O	Violation Of Sec. 50-76	$581.00
22	O	Violation Of Sec 50-82	$581.00
23	O	Violation Of Sec. 50-112	$581.00
24	O	Violation Of Sec 50-113	$581.00
25	O	Violation Of Sec 50-115	$581.00
26	O	Violation Of Section 38-160	$581.00
27	O	Violation Of Section 46-21	$581.00
28	O	Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices	$581.00
29	O	Requirements For Traps	$581.00
30	O	City Ordinance Violation Working W/O Permit	$581.00
31	O	Violation Of Sec.50-117 Home Occupancy	$581.00
32	O	Violation of Sec. 50-79 Outside Storage	$581.00
39	O	Violation of Sec. 36-107 Accumulation of Solid Waste Around Container	$581.00

1	R	REDLIGHT CODE ENFORCEMENT (Repealed)	$75.00
9	P	Handicap Parking Violation	$517.00
10	O	City Ordinance - Violate City Ordinance Nuisance	$581.00
11	O	City Ordinance - Burning Without Permit	$581.00
12	O	City Ordinance - Burning, Deliberate Or Negligent	$581.00
14	O	City Ordinance – Amplified Noise	$581.00
15	O	City Ordinance - No Taxi Driver Permit	$581.00
16	O	City Ordinance - Install Fire-Extinguishing System W/O Permit	$581.00
17	O	City Ordinance-Electrical-Work W/O Permit	$581.00
18	O	Co-Use Of Certain Wireless Communication Device While Driving Prohibited	$281.00
019	O	City Ordinance – Animal Noise	$281.00
249	T	Obscured License Plates	$177.00
251	T	Park In Main Traveled Way	$274.00
271	T	No Valid Class B Drivers License	$189.00
272	T	No Valid Class A Drivers License	$189.00
273	T	No Valid Inspection Sticker	$177.00
275	T	No Valid Class M Drivers License	$189.00
285	T	Improper Start From Stop/Parked Position	$274.00
289	T	Expired Dealer Paper Plates	$177.00
318	T	Illegal Right Turn From Inside Left Lane	$274.00
319	T	Fail To Yield R-O-W R.R. Crossing	$274.00
327	T	Fail To Yield R-O-W From Parked Position	$274.00
340	T	Straight From Turn Only Lane	$224.00
342	S	Solicitation By Pedestrians 552.007 (A)	$381.00
345	T	U-Turn Not In Safety	$224.00
367	T	No Parking Lights When Needed	$114.00
373	T	Driving Left Of Center	$224.00
374	T	Driving Left Of Double Yellow Stripe	$224.00
428	T	No Thru Trucks Over 2 Axles	$224.00
444	T	Display Alternating Lights To Rear	$134.00
445	T	Unapproved Lighting Equipment	$134.00
448	T	Improper Tread Depth	$134.00
451	T	No Headlights	$224.00
452	T	No Brake Lights	$134.00
454	T	No Tow Lights On Towed Vehicle	$184.00
455	T	No Rear View Mirror	$134.00
460	T	Hubcaps Overextended To Left 8" Spiked	$134.00
462	T	Fail To Set Park Brake	$134.00
473	T	Passing Within Intersection	$224.00
474	T	Passing On Unimproved Shoulder Of Road	$224.00
475	T	Pass With Insufficient Clearance	$224.00
477	T	Passing On Right Not In Safety	$224.00
479	T	Passing School Bus Unloading	$634.00
480	T	Passing School Bus-Loading	$634.00
482	T	Pass Within 100 Ft. Of Intersection	$224.00
483	T	Pass Within 100 Ft. Of Railroad Crossing	$224.00
489	T	Stopped Within Intersection	$224.00
503	T	Fail To Signal Stop	$224.00
505	T	Backing Not In Safety	$274.00
510	T	Unattended Vehicle	$244.00
511	T	Leaving Child Unattended In Vehicle	$316.00
517	T	Block Moving Lane Of Traffic	$274.00
525	P	Illegally Parked-Prohibited By Signs	$250.00

529	P	Parked In Bus. Or Res. District 545.301	$94.00
532	O	City Ordinance - Illegal Parking Over 24 Hours	$91.00
534	O	City Ordinance - Hitchiking-Solicitation By Pedestrians	$224.00
535	S	Walking In Roadway	$224.00
536	T	Open Door Into Lane Of Traffic	$134.00
537	T	Tamper With Barricades	$154.00
548	T	Fail To Report Accident-Pedestrian	$224.00
549	T	Fail To Use Due-Care Hit Pedestrian	$224.00
550	T	Fail To Report Accident To Police Dept.	$204.00
560	T	Fail To Stop And Render Aid	$281.00
563	T	Fail To Stop And Give Info-Object Traffic Area	$174.00
591	T	Cut Across Parking Lot	$224.00
595	T	Passing On Shoulder Of Road	$224.00
596	T	Driving On Shoulder Of Roadway	$274.00
600	T	Fail To Cover Load	$134.00
603	O	City Ordinance - Trash Disposal	$281.00
604	T	Fail To Properly Secure Trailer	$144.00
605	T	Fail To Secure Vehicle	$144.00
606	T	Fail To Secure Load	$134.00
641	T	No Safety Chain Trailer	$184.00
695	T	Bicycle Not Equipped With Lights	$115.00
696	T	Bicycle Fail To Yield Row Left	$114.00
700	O	City Ordinance - Unleashed Dog/Cat Running At Large	$114.00
701	O	No Sign Permit	$281.00
702	O	City Ordinance - Violation Of Sec 18-166	$581.00
704	O	City Ordinance - Nuisance-Odors	$281.00
705	T	Obstructing Fire Hydrant	$281.00
706	O	City Ordinance - Nuisance-All Types Noises	$581.00
707	O	City Ordinance - Dog/Cat/Vaccination And Licensing	$134.00
708	O	City Ordinance - Plumbing & Gas Ordinance	$281.00
710	O	City Ordinance - Prohibited Signs	$281.00
711	O	City Ordinance-Prohibited Smoking Products/Paraphernalia	$281.00
712	O	City Ordinance - Waste Material Containers Collection	$281.00
713	O	City Ordinance - Driveway Ordinance Sec.14-4 E	$281.00
715	O	City Ordinance - Nuisances-Noise	$281.00
718	S	Paint Spray Booth Ifc 1504.1	$1,000.00
719	O	City Ordinance - Prohibited Use Of Wireless Comm Device While Driving	$224.00
721	O	No Stopping/Standing/Pk In Roadway	$281.00
722	O	Section 18-164 Nuisance	$581.00
725	S	Nuisance-Rubbish, Structures, Etc.	$281.00
726	O	City Ordinance - Livestock In Residential Area	$281.00
730	O	City Ordinance - Drive-Ways Sec.14-4(D)(E)	$281.00
731	S	Train Obstructing Crossing	$154.00
742	O	City Ordinance-Alarm System Installation W/O Permit	$581.00
746	S	Minor - Tob/Cig Prod/Poss/Pur/Consume	$281.00
750	O	City Ordinance - Digging Out	$224.00
751	O	City Ordinance - Horn, Vehicle Sounding Of	$281.00
753	O	City Ordinance - Fail To Have Current Reg. For Animals	$134.00
754	O	City Ordinance - Animal Quarantine	$134.00
755	O	City Ordinance - Fire Code Locked Exits	$581.00
756	O	City Ordinance - Discharge Waste In Public Sewer	$281.00
757	O	City Ordinance - Tire Storage And Mosquito Control	$331.00
758	O	City Ordinance - Noisy Vehicles	$281.00

759	O	City Ordinance - Illegal Dumping	$2,000.00
760	O	City Ordinance - Junk Vehicle Parts	$281.00
761	O	City Ordinance - Junk Vehicle	$281.00
762	O	City Ordinance - Obstruction Sidewalk/Easement/Street	$581.00
763	O	City Ordinance - Water-Emergency Rationing	$281.00
765	O	City Ordinance - Fireworks	$1,000.00
766	O	City Ordinance - Collection By City Only	$581.00
767	O	City Ordinance - Certificate Of Occupancy	$281.00
769	S	Storage/Use Hazardous Materials	$1,000.00
770	S	Occupancy Prohib Before Approval	$581.00
771	S	Combustible Waste Dumpster Permit	$581.00
772	O	C/C Maint Sprinkler System	$1,000.00
773	O	C/C Maint Fire Alarm System	$1,000.00
775	O	City Ordinance - No Development Permit	$281.00
776	O	City Ordinance - Soliciting With No Permit	$300.00
777	S	Access To Electrical Panels	$331.00
778	S	Exit Sign Must Be Lighted	$581.00
779	O	City Ordinance - Driveway Surface	$281.00
780	O	City Ordinance - Violation Sec 36-27	$2,081.00
781	O	City Ordinance - Discharge Wastewater	$281.00
789	O	City Ordinance - Unlicensed Wrecker	$281.00
790	O	City Ordinance - Unlicensed Wrecker Driver	$281.00
791	O	City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of	$281.00
792	O	City Ordinance- No Building Permit	$281.00
793	O	City Ordinance- Attention Getting Device	$281.00
803	S	Furnish Alcohol To Minor	$281.00
804	O	City Ordinance - Dischg Firearm In City Limits	$281.00
812	S	D.O.C. Public Exposure	$316.00
815	S	Assault By Threat	$316.00
816	S	Assault By Physical Contact	$316.00
830	S	Sale Of Alcohol To Certain Persons	$281.00
832	S	Possess Intoxicants On School Property	$281.00
847	S	Theft Of Service	$316.00
855	S	Littering	$281.00
863	S	Consume Alcohol During Prohibited Hours	$281.00
864	S	Contempt For Disobeying Court Order	$81.00
865	S	Contempt Of Court	$281.00
867	O	City Ordinance - Curfew-Nighttime	$214.00
868	O	City Ordinance - Curfew-Daytime	$214.00
869	S	Fail To Attend School	$265.00
871	S	Electrical Hazards	$331.00
872	S	Exit Signs Fire Code	$581.00
873	S	Disruption Of Transportation	$281.00
874	S	Disruption Of Classes	$281.00
875	S	Criminal Trespass	$316.00
876	S	Trespass -School Grounds	$281.00
878	S	Disruption Of School Activities	$281.00
1000	S	Criminal Mischief/Class C	$316.00
1002	S	Tampering W/ A Govt Record(School Enrollment)	$581.00
1010	S	Reckless Damage Or Destruction	$316.00
1020	S	Theft	$316.00
1105	T	Use Wireless Communication Device In School Zone	$359.00

1106	T	Use A Wireless Communication Device For Electronic Messaging While Driving	$233.00
1130	S	Failure To Identify	$316.00
1170	S	D.O.C. Obscene Language	$316.00
1171	S	D.O.C. Offensive Gesture/Display	$316.00
1172	S	D.O.C. Noxious/Unreasonable Odor (Chemical)	$316.00
1173	S	D.O.C. Abuse Or Threaten (Offensive Manner)	$281.00
1174	S	D.O.C. Unreasonable Noise	$316.00
1175	S	D.O.C. Fighting With Another	$281.00
1176	S	D.O.C. Window Peeping-Dwelling	$316.00
1177	S	D.O.C. Window Peeping/Hotel Or Motel	$316.00
1178	S	D.O.C. Discharges Firearm/Public Roadway	$316.00
1180	S	Make Firearm Accessible To A Child	$316.00
1181	S	Obscene Display	$316.00
1210	S	Smoking Tobacco-Prohibited Areas	$316.00
1220	S	Public Intoxication	$316.00
1230	S	Possession/Consumption Of Alcohol In Motor Vehicle	$316.00
2000	S	Consume Alcoholic Beverages On Off-Premised License Account	$281.00
2001	S	Sale To Certain Persons	$281.00
2010	S	Consumption Of Alcoholic Beverages Near A School	$281.00
2090	S	Sale Of Tobacco Products To A Minor	$281.00
2091	S	Sell Cig/Tob Products W/O Permit	$281.00
2100	S	Possession Of Drug Paraphernalia	$281.00
2200	T	Fail To Set Park Brake	$134.00
273E	T	Fictitious Inspection Sticker	$281.00
2900	S	Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108	$281.00
3001	T	Speeding *See Chart*	
3002	T	Unsafe Speed/Too Fast For Conditions	$274.00
3003	T	Impeding Traffic	$274.00
3004	T	Racing/Drag Racing/Acceleration Contest For Speed	$274.00
3005	T	Fail To Yield R-O-W	$274.00
3006	T	Ran Stop Sign	$274.00
3007	T	Ran Red Light	$274.00
3008	T	Disregard Flashing Yellow Signal	$274.00
3009	T	Changed Lane When Unsafe	$274.00
3011	T	Turned Left From Wrong Lane	$274.00
3012	T	Turned Right From Wrong Lane	$274.00
3013	T	Cut Corner Left Turn	$274.00
3014	T	Improper Turn	$274.00
3015	T	Drove On Wrong Side Of Road	$274.00
3016	T	Drove Wrong Way On One-Way Roadway	$274.00
3017	T	Following Too Closely	$284.00
3018	T	Passed - Insufficient Clearance	$274.00
3019	T	Disregard No Passing Zone	$274.00
3020	T	Illegal Pass On Right	$274.00
3021	T	Failed To Stop For School Bus (Or Remain Stopped)	$634.00
3022	T	Failed To Pass To Right Safely/Improper Passing	$274.00
3024	T	Unsafe Start From Parked, Stopped, Standing	$274.00
3025	T	Fail To Maint. Fina. Resp. 2nd/Off.	$581.00
3026	T	Parking On Roadway	$274.00
3028	T	Crossing Physical Barrier	$274.00
3031	T	Unrestrained Child Under 8 Years Of Age	$254.00
3032	T	No Seat Belt - Driver	$194.00
3033	T	No Seat Belt - Passenger	$194.00

3034	T	Child (8 -16) Not Secured By Safety Belt	$194.00
3038	T	Operate Vehicle With Child In Open Bed	$274.00
3039	T	Speeding Over 15mph (Cdl Only)	$134.00
3045	T	Fail To Give Information/Render Aid<$200	$221.00
3049	T	Fail To Maint. Fina. Resp	$296.00
3050	T	Fail To Control Speed	$274.00
3051	T	Operating Veh Below Posted Min Speed	$274.00
3052	T	Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign)	$274.00
3053	T	Failed To Yield R-O-W At Yield Sign	$274.00
3054	T	Fail To Yield R-O-W At Open Intersection	$274.00
3055	T	Fail To Yield R-O-W Turning Left	$274.00
3056	T	Fail To Yield R-O-W (Private Drive/Alley ,Building)	$274.00
3057	T	Fail To Yield R-O-W To Emergency Vehicle	$274.00
3058	T	Fail To Yield R-O-W On Green Arrow Signal	$274.00
3059	T	Disregard Official Traffic Control Device	$274.00
3060	T	Failed To Stop At Designated Point (Stop Sign)	$274.00
3061	T	Fail To Stop-Designated Point (At Yield Sign)	$274.00
3062	T	Lack Of Caution Turning On Green Arrow	$274.00
3063	T	Failed To Stop At Proper Place (Traffic Light)	$274.00
3064	T	Fail To Stop At Proper (Not At Intersection)	$274.00
3065	T	Disregard Warning Sign At Construction	$274.00
3066	T	Drove Through Safety Zone	$274.00
3067	T	Disregard Flashing Red Signal (At Stop Sign, Etc)	$274.00
3068	T	Failed To Stop At Proper Place (Flashing Red Signal)	$274.00
3069	T	Disregard Lane Control Signal	$274.00
3070	T	Failed To Maintain Single Lane	$274.00
3071	T	Disregard No Lane Change Sign	$274.00
3072	T	Disregard Signal At Rr Crossing	$274.00
3073	T	Disregard Rr Crossing Gate Or Flagman	$274.00
3074	T	Failed To Stop At Marked Rr Crossing	$274.00
3075	T	Oper Of Heavy Equip Disregarded Signal Of Approaching Train	$274.00
3076	T	Turned Across Dividing Section	$274.00
3077	T	Improper Rt Turn Too Wide	$274.00
3078	T	Disregard Turn Marks	$274.00
3079	T	Made U Turn On Curve Or Hill	$274.00
3080	T	Turned When Unsafe	$274.00
3081	T	Crossing Property (Cut Corner)	$274.00
3082	T	Fail To Y-O-W On Left When Passing An Obstruction	$274.00
3084	T	Fail To Signal Lane Change	$274.00
3085	T	Failed To Give One-Half Of Roadway	$274.00
3086	T	Fail To Pass On Right	$274.00
3088	T	Drove On Wrong Side Of Divided Highway	$274.00
3089	T	Drove Center Lane (Not Passing/Not Turning Left)	$274.00
3090	T	Drove Wrong Way In Designated Lane	$274.00
3091	T	Wrong Side Of Road - No Passing	$274.00
3092	T	Cut In After Passing	$274.00
3096	T	Failed To Signal Turn	$274.00
3097	T	Failed To Signal Intent Prior To 100 Ft	$274.00
3099	T	Improper Turn Or Hand Signal	$274.00
3101	T	Driving While License Suspended/Invalid	$381.00
3103	S	No Driver's License	$189.00
3106	S	Violate Dl Restriction	$189.00
3107	S	Permit Unlawful Use Of Dl	$189.00

3112	T	Motorcycle No Endorsement	$189.00
3115	T	Failed To Yield To Pedestrian On Sidewalk	$274.00
3116	T	Failed To Yield To Pedestrians In Crosswalk	$274.00
3120	T	Motorcycle Passenger Without Approved Headgear	$147.00
3121	T	Disregard Police Officer	$274.00
3124	T	Failed To Give Way When Overtaken	$274.00
3125	T	Increase Speed While Being Overtaken	$274.00
3127	T	Drove Onto (From) Controlled Access Highway Where Prohibited	$274.00
3131	T	Failed To Stop For Approaching Train	$274.00
3138	T	Failed To Stop (Alley, Driveway, Bld)	$274.00
3149	S	Wrong Mvr -Assigned To Other Veh	$181.00
3155	T	Failed To Dim Headlights - Meeting	$189.00
3156	T	Failed To Dim Headlights - Following	$189.00
3161	S	No Mounted Head Lamp	$156.00
3162	T	Defective Head Lamp	$209.00
3163	T	Headlamp(S) Glaring, Not Adjusted	$209.00
3166	T	No Tail Lamps(S)-Not Equipped	$209.00
3167	T	Defective Tail Lamp(S)	$209.00
3168	T	Tail Lamp(S) Improperly Located	$209.00
3169	T	No Stop Lamp(S)	$209.00
3170	T	Defective Stop Lamp(S)	$209.00
3172	T	Defective Turn Signal Lamp(S)	$209.00
3174	T	Defective Parking Lamp(S)	$209.00
3175	T	Improper Use Of Back-Up Lamps	$209.00
3186	T	White Lights Showing To Rear	$209.00
3194	T	Coasting	$274.00
3198	T	Drove Without Lights (When Required)	$274.00
3202	T	Violate Operating Hours-Minor	$189.00
3204	T	Passing Emergency Vehicle	$274.00
3205	T	Expired Motor Vehicle Inspection	$177.00
3207	T	Motorcycle Operator Without Approved Headgear	$151.00
3210	T	Motorcycle Oper W/Pass W/O Approved Headgear	$151.00
3225	T	Unnecessary Use Of Horn	$334.00
3227	T	Muffler Violation	$214.00
3229	T	Defective Exhaust Emission System	$214.00
3231	T	Illegal Window Tinting	$209.00
3233	T	Defective Windshield Wiper	$209.00
3251	T	No Front Seat Belts (Required)	$194.00
3252	P	Parked Within An Intersection	$187.00
3253	P	Parked On A Crosswalk	$82.00
3259	T	Expired Driver’s License	$189.00
3260	T	Expired Commercial Driver’s License	$189.00
3263	T	Fail To Display Driver's License	$189.00
3264	T	Fail To Change Address Driver's License	$189.00
3272	T	Fail To Comply With Requirements On Striking Unattended Vehicle	$274.00
3273	T	Duties Upon Striking A Fixed Object	$221.00
3274	T	No License Plate Light	$209.00
3277	T	Unauthorized Red, White or Blue Flashing Lights	$156.00
3284	P	Parked Double	$82.00
3287	T	Fail To Yield R-O-W Turning On Red Signal	$274.00
3288	T	Fail To Yield R-O-W Changing Lanes	$274.00
3300	T	More Than One License (Cdl)	$189.00
3301	T	No Commercial Driver's License (Cdl)	$189.00

3302	T	Change Name/Mailing Address Later Than 30 Days (Cdl)	$189.00
3303	T	Fail To Get A Texas Cdl After 30days Of Residence In This State	$189.00
3304	T	False Statement On Cdl Application Or Certificate	$189.00
3305	T	Endorsement Violation On Cdl	$234.00
3306	T	Restriction Violation - Cdl	$181.00
3309	S	Open Container- Driver	$581.00
3312	T	Negligent Collision	$274.00
3314	S	Interfere With Funeral Procession	$369.00
3315	T	Drove On Sidewalk	$274.00
3316	T	Backed Upon Shoulder (Or Roadway) Of Controlled Access Highway/Illegal Backing	$274.00
3320	T	Obstructing Traffic	$274.00
3323	S	Open Container-Passenger	$581.00
3333	T	Violate Promise To Appear	$226.00
3337	S	Failure To Appear/Bail Jumping	$226.00
3341	T	Driving Around Warning Signs/ Barricades	$274.00
3342	T	Disregard Warning Signs Or Barricades	$274.00
3364	T	Parent/Guardian Permitted Unlicensed Minor To Drive	$154.00
3365	T	Non-Guardian Permitted Unlicensed Driver to Drive	$154.00
3519	S	Jaywalking	$281.00
3528	S	Pedestrian Walking Wrong Way	$281.00
3550	P	Blocking Handicap Access	$581.00
3551	P	Park/Stand/Stop Between Safety Zone And Curb	$567.00
3552	P	Park/Stand In Front Of Public/Private Drive	$185.00
3553	S	Handicap Parking Violations	$567.00
3554F	P	Parked In A Fire Lane (Fire Marshall)	$567.00
3555	P	Park Bicycle On Sidewalk/Impede Traffic	$82.00
3556	P	Parking/Stopping/Standing On A Sidewalk	$82.00
3557	P	Parking/Stopping/Standing On Railroad Tracks	$82.00
3561	P	Parked Facing Traffic	$82.00
3564	P	Parked With Wheels Over 18 Inches From Curb Or Edge Of Roadway	$82.00
3565	P	Parked Within 50 Feet Of Railroad Crossing	$82.00
3569	P	Parking/Standing Within 15 Feet Of A Fire Hydrant	$567.00
3570	P	Park Or Stand Within 20 Ft Of Crosswalk At Intersection	$82.00
3571	P	Park Or Stand Within 20 Ft Of Driveway To Fire Station	$82.00
3572	P	Park Or Stand Within 30 Ft Of A Traffic Control Device	$82.00
3582	T	Disregard Pedestrian Control Signal	$274.00
3589	T	Crossed Fire Hose Without Permission	$634.00
3590	T	Drove Into Block Where Fire Engine Stopped	$274.00
3591	T	Following Ambulance	$334.00
3594	P	Obstructing Fire Apparatus	$281.00
3622	T	Improperly Secured Tailgate	$209.00
3627	T	Vehicle W/O Required Equip Or In Unsafe Condition	$156.00
3656	T	Display Expired Registration	$177.00
3658	T	Display Unclean License Plates	$177.00
3667	T	Oper. Mtr. Veh. W/Out License Plt Or W/One L/Plt	$177.00
3668	T	Operate Unregistered Motor Vehicle	$177.00
3722	T	Over Allowable Gross Weight-Permit Violation	$254.00
3800	S	Minor - In Possession Alcohol	$281.00
3801	S	Minor - Attempt To Purchase Alcohol	$281.00
3802	S	Minor - Purchase Alcohol	$281.00
3803	S	Minor - Consumption Of Alcohol	$281.00
3804	S	Minor - Misrepresentation Of Age	$154.00
3805	S	Minor - Public Intoxication	$281.00

3806	S	Minor - Driving Under The Influence	$281.00
3907	S	Massage Therapist No Registration health Code 455.151a	$581.00
3908	S	Massage Therapist Advertising Unregister health Code 455.205c	$581.00
4162	S	Unlawful Transport Or Use Of Diesel Fuel	$281.00
840E	T	Fleeing From A Police Officer	$281.00
9005	S	Overweight 20,001-40,000	$5,081.00
3005A	T	Fail To Yield R-O-W To Vehicle Entering From Highway	$274.00
3005B	T	Fail To Yield R-O-W To Vehicle Leaving Highway	$274.00
3005C	T	Fail To Yield R-O-W Intersection W/Traf Cntrl Device	$274.00
3015A	T	Drove On Wrong Side Of Road/Bridge	$274.00
3015B	T	Drove On Wrong Side Of Road/Intersection	$274.00
3015C	T	Drove On Wrong Side Of Road/Rr Grade	$274.00
3052A	T	Failed To Yield At Stop Intersection	$274.00
3096A	T	Failed To Signal Turn	$274.00
3103A	T	Fail To Obtain Tx Dl Within 90 Days	$189.00
3116A	T	Fail To Yield To Pedestrian In Crosswalk (No Signals)	$274.00
3162A	T	Defective Head Lamps (Motorcycle)	$209.00
3213E	T	Defective Brakes	$209.00
3554F	P	Parked In Fire Lane	$500.00
3591A	T	Following Fire Apparatus	$274.00
9002E	S	Fail To Inspect/Use Emergency Equipment	$201.00
9008B	S	Failure To Display Medical Certificate	$201.00
9049A	S	Cmv Miscellaneous	$201.00
9051A	S	No Valid Certificate Of Inspection-Cmv	$201.00

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Consideration and possible action to cancel the existing professional services agreement with Teague Nall and Perkins, Inc., dated August 18, 2025, and approve a new professional services agreement with Teague Nall and Perkins, Inc. for engineering services related to the U.S. Department of Housing and Urban Development – Community Project Fund (CPF) grant related to the Carrell & Lovett Storm Sewer Improvements for an amount not-to-exceed $1,460,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the U.S. Department of Housing and Urban Development – Community Project Fund.

Background:
In accordance with the terms and conditions of the Community Project Fund grant and 2 CFR 200 regulations, staff advertised a Request for Qualifications for engineering services for the design of the storm sewer improvements for Carrell Street and Lovett Street (HUD Award B-24-CP-TX-2139).

Staff received eight (8) sealed responses from qualified firms. Scoring was completed by a committee to determine the most qualified firm to complete the work. Following scoring, interviews were conducted with top three scoring firms. Staff entered into contract negotiations with Teague Nall and Perkins, Inc. (TNP) to complete the design for the identified project.

On August 18, 2025, City Council approved the award of a professional services agreement with TNP for engineering services related to the CPF Grant – Carrell & Lovett Street Storm Sewer Improvements, in an amount not to exceed $910,000.

Following coordination with HUD and the City's grant administrator, it was determined that key components, specifically, the regrading of Harris County Flood Control District Channel J131 (Boggs Gully) and the relocation of a 15-inch sanitary sewer trunk line located within the channel, were not included in the original scope of work.

The cost associated with incorporating this additional scope exceeds the 25% threshold allowed under Texas Local Government Code Section 252 for contract amendments. As such, a new professional services agreement is required to proceed with the expanded scope.

In accordance with the Texas Local Government Code, staff is requesting City Council take action to cancel the professional services agreement with TNP previously approved on August 18, 2025, and approve a new professional services agreement with TNP that includes the additional scope of work identified, encompassing tasks not included in the original agreement.

Fees for the engineering services under the new agreement will be funded through the CPF grant. A detailed breakdown of the updated project costs is provided in the table below.

Community Project Fund (CPF) Grant Carrell & Lovett Storm Sewer Improvements (B-24-CP-TX-2139)		
Element	**Contract Amount**	**Remaining Contract**
Grant Administration – GrantWorks	$84,200	$84,200
Professional Engineering – TNP	$1,460,000	N/A
Project Budget **$2,000,000**	**Total Contracts** **$1,544,200**	**Remaining Funding** **$455,800**

Origination: Project Management

Recommendation:

Staff recommends that City Council cancel the existing professional services agreement with Teague Nall and Perkins, Inc., dated August 18, 2025, and approve a new professional services agreement with the same firm for engineering services related to the U.S. Department of Housing and Urban Development (HUD) – Community Project Fund (CPF) grant for the Carrell & Lovett Street Storm Sewer Improvements project, in an amount not to exceed $1,460,000.

Party(ies) responsible for placing this item on agenda: Meagan Mageo

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: #400-154-6409

If no, funds will be transferred from account: # _____ To Account: #

Signed: Meagan Mageo **Approved by:** _____
Staff Member Date City Manager Date

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10008
CITY OF TOMBALL
CARRELL & LOVETT STORM SEWER IMPROVEMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Teague Nall and Perkins, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design storm sewer improvements along Carrell and Lovett Street as part of the Community Project Funding Grant Program (the “Project”); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as “Scope of Work,” and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II.
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III.
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV.
TIME FOR PERFORMANCE

The time for performance is an estimated 540 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V.
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI.
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII.
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **$1,460,000**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII.
INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Teague Nall and Perkins, Inc.
Attention: John Dean
2170 Buckthorne Place, Suite 100
The Woodlands, Texas 77380

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

SECTION XI.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII.
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII.
DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV.
MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XV.
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

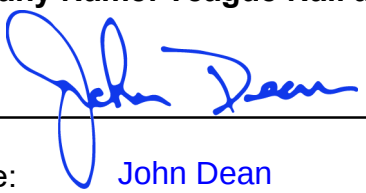
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this___day of_____, _____.

Company Name: Teague Nall and Perkins, Inc.



Name: John Dean

Title: Director of Client Services

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

EXHIBIT A

City of Tomball

Professional Engineering Services for Community Project Funding Grant Program: Lovett Street and Carrell Street Roadway and Drainage Improvements

PROJECT DESCRIPTION:

Lovett Street and Carrell Street are located between Hufsmith and Main Street in Harris County Flood Control District (HCFCD)'s J131-00 basin within the City of Tomball (CLIENT). These streets are in a mostly residential area that includes two churches: Good Shepherd Episcopal Church and Carrell Street Baptist Church. The area has experienced continual flooding and was identified as a priority drainage improvement project in Tomball's Drainage Study, adopted in April of 2025. Currently, drainage within the area is divided at the intersection of Lovett and Carrell Streets. Carrell drains to the HCFCD channel and Lovett drains to Hufsmith Road. The roadside ditches, driveway culverts, and drainage along Hufsmith Road are inadequately sized, causing storm water to back up into several cul-de-sacs along the east side of Lovett Street. Work also includes coordination for the channel regrading of Harris County Flood Control District (HCFCD) Channel J131-00-00 (Boggs Gully) and relocation of the 15-inch sanitary sewer trunkline currently located in the bottom of the channel. This work is generally located between Carrell Street and E. Hufsmith Road.

The CLIENT has applied for, and received, grant funding through the Community Project Funding Grant Program with the U.S. Department of Housing and Urban Development (HUD) for the Lovett Street and Carrell Street project and they have enlisted the services of TNP, inc. (CONSULTANT) for the roadway and drainage design. The drainage study defines four alternatives for improving drainage conditions of the area which are to be evaluated further in a preliminary engineering report as part of this scope of work. Alternatives that do not rely on coordination and funding from other entities are prioritized.

SCOPE OF SERVICES:

Task 1- Project Management:

The CONSULTANT will perform the following as part of the task:

1. Develop Project Management plan for project
2. Develop project specific QA/QC plan for project
3. Prepare monthly progress reports in a form satisfactory for grant requirements
4. Prepare monthly invoices in compliance with grant requirements
5. Provide monthly updates to client on schedule, progress, critical path items and milestones
6. Meet with Client for Plan review sessions

Task 2- Coordination:

The CONSULTANT will perform the following as part of the task:

1. Submit monthly progress reports
2. Attend Comment/Response meetings with the CLIENT and other agencies
3. Coordination with HCFCD

A. Discuss permitting requirements to reroute a portion of storm flow from Lovett to the channel.
B. Discuss drainage modelling results
C. Discuss channel tie in with headwalls to improve hydraulics and improve vehicular safety
D. Discuss channel protection at the box culvert outfall.

4. Coordination with GrantWorks
A. Discuss environmental impacts
B. Discuss City reimbursements
C. Discuss Specification requirements like Davis Bacon and Buy American, etc. and also meet Tomball requirements.
D. Discuss specification bidding options to meet federal requirements and Tomball requirements.
E. Provide Monthly Progress Reports to the grant manager to include funding elements.

Task 3- Survey:

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for a portion of Lovett and Carrell Streets. The survey will include the entire right-of-way width of each street and extend approximately 20 feet beyond the right-of-way where possible. The survey limits will begin at the intersection of Lovett Street and Hufsmith Road and run south and west along said streets for approximately 4,000 LF to the existing Harris County Flood Control ditch. Additionally, the survey will extend 100 LF up intersecting streets within the project area.

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for a portion of Harris County Flood Control Ditch J131-00-00 in the City of Tomball. The survey will include the entire width of the channel. The survey limits will begin at the intersection of Hufsmith Road and run south for approximately 1,800 LF to Carrell Street.

Field surveys will be conducted to identify existing topography (one-foot contours), visible features and above ground improvements including buildings, pavement, structures, curbs, fences, trees (6" dbh and larger), sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Existing property corners will be located as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way, property lines and easements within the project area, and to develop the proposed easement documents anticipated for the project.

CONSULTANT will research available public records to determine ownership and contact information for properties requiring access to complete the engineering work. CONSULTANT will endeavor to make contact with landowners by mail, email, phone or in-person. All landowner responses will be tracked and can be provided to the CLIENT if requested.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {South Central Zone No. 4204; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey

methods. Elevations will be referenced to NAVD88 datum as derived from said RTK observations. Orthometric heights will be calculated by applying the Geoid 18 model to ellipsoid heights.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

DELIVERABLES:

1. Right of Entry Letters, Responses, and Log where applicable
2. Boundary survey along the Lovett and Carrell ROW.
3. Property ownership and contact information for properties along Lovett and Carrell Streets
4. Drawings showing 1 foot interval topography along Lovett and Sarrell Streets to include utility and trees that accessible above grade.
5. Drawings showing 1 foot interval Topography and Boundary Survey along the channel from E Hufsmith Street approximately 1800 lf south to just south of Carrell Street

Task 4- Subsurface Utility Engineering (SUE) Services-Via Subconsultant:

The CONSULTANT will perform the following through a sub-consultant as part of the task:

1. Quality Levels D and C
   - Collect and compile available utility records from utility owners within the project limits using Texas 811 One-Call
   - Use professional judgement to correlate records with aboveground survey features (manholes, handholes, valve covers, utility markers) to draw utility linework in 2D
2. Quality Level B Where deemed necessary or conflicts are anticipated.
   - Perform geophysical utility investigation using electromagnetic locators on toneable utilities
   - Designate and map the horizontal position of detected subsurface utilities
   - Record utility type, alignment, and confidence level
3. Quality Level A – Where deemed necessary or conflicts are anticipated.
   - Conduct non-destructive hydroexcavation and backfill per City of Tomball specifications at selected locations to expose utilities
   - Measure and document precise horizontal and vertical positions
   - Record utility size, material, depth, and condition
   - Restore test hole locations to pre-existing conditions
4. Existing Utility Layouts
   - Prepare an Existing Utility Layout based on Quality Levels
   - Deliver utility file in CAD format
   - Deliver Existing Utility Layout in PDF format
5. Deliverables:
   - Utility Records for utilities within project limits
   - CAD file with existing utilities

- Test Holes Data Sheets
- Existing Utility Layouts

Task 5- Geotechnical Engineering via Subconsultant:
The CONSULTANT will perform the following through a sub-consultant as part of the task:

FIELD EXPLORATION
The proposed field exploration includes:

No. of Borings	Depth per Boring (feet)	Location
7	15	Along the alignment of the proposed utilities along Lovett and Carrell Streets
3	35	Along the alignment of the proposed channel improvements

Ten borings totaling 210 feet of drilling are included in this scope of work.

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. The subconsultant will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and patched.

LABORATORY EXPLORATION
Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES
The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format.

The report will address:

- a limited desktop geologic fault study to review existing published faults;
- soil and groundwater conditions encountered at the boring locations: report will include gINT boring logs and soil profiles along the channel
- utility related recommendations;
- slope stability analysis and erosion protection;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the borings.

DELIVERABLES

1. Map showing location and depth of bores
2. Lab Tests showing soil and groundwater conditions encountered for each bore.
3. Earthwork recommendations including compaction recommendations.
4. Any unusual construction considerations based on soil condition.

Task 6- Environmental Services via Subconsultant:

The CONSULTANT will perform the following through a sub-consultant as part of the task, along the channel portion of the work only:

WETLAND AND WOTUS DELINEATION:

The subconsultant will perform an on-site delineation of potential waters of the U.S. (WOTUS), including wetlands, within the Site (from E. Hufsmith Street to about 1800 feet south of in and along the edges of the HCFCD Channel J131-03-00). Prior to the on-site delineation, the subconsultant will perform a desktop evaluation of the site (e.g., review of topographic maps, aerial imagery, soil data, and National Wetland Inventory [NWI] data). Data collected during the desktop study will be confirmed during the on-site delineation and summarized in the subsequent technical report.

The on-site wetland delineation will be performed to identify the presence or absence of waters and/or wetlands that may be considered as jurisdictional waters of the United States by U.S. Army Corps of Engineers (USACE). The on-site delineation will be performed following the methodology outlined in the 1987 USACE Wetlands Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coast Plains (Version 2.0). If wetlands are identified on-site, GHD will use a Global Positioning System (GPS), capable of sub-meter accuracy, to mark the approximate boundaries of potentially jurisdictional waters and wetlands and associated upland areas. The delineation of streams and other waterbodies will be recorded at the Ordinary High Water Mark (OHWM). The subconsultant will follow the guidance provided in the USACE's Regulatory Guidance Letter Number 05-05, Ordinary High Water Mark Identification, when delineating these waters. The OHWM will also
be recorded using GPS.

The subconsultant will summarize the results of the on-site delineation into a technical report document. The report will include the following sections, forms, photographs, and figures, description of the project area, summary of the desktop review, field survey methods, results from the field

survey, wetland delineation data forms, photographs, and figures depicting the spatial extent of any waters of the United States, including wetlands delineated in the field. In addition to providing the results related to those features, the report will also include a discussion of applicable jurisdictional and/or regulatory issues that may be relevant to the project.

Although a permit is not expected to be necessary for this project, the delineation report will be prepared in accordance with USACE standards to ensure regulatory compliance should verification documentation be required in the future. This includes satisfying the criteria necessary for submission of a Preliminary/Approved Jurisdictional Determination (P/AJD), as well as supporting documentation for any potential Nationwide Permit (NWP) application(s). Additionally, the report will adhere to the HCFCD Regulatory Compliance Report Guidelines (July 2024), facilitating a streamlined review and approval process by HCFCD.

THREATENED & ENDANGERED SPECIES HABITAT ASSESSMENT

In tandem with the on-site fieldwork for the Wetland and WOTUS Delineation task, GHD will evaluate the Site for suitable habitat associated with special status species that have been documented by the Texas Parks and Wildlife Department (TPWD) and U.S. Fish and Wildlife Service (USFWS) in Harris County, Texas. The evaluation will document the habitats on-site and assess the area for the presence of specific habitat types required for state- or federally-listed rare, threatened, and endangered species, as well as migratory birds. A USFWS Information for Planning and Consultation (IPaC) review will be obtained for the Site. Additionally, a request for elements of occurrence data within 10-miles of the project will be requested from the Texas Natural Diversity Database (TXNDD) in order to satisfy the requirements for HCFCD T&E Species Assessment reports.

A report will be prepared in compliance with the HCFCD guidelines to document the habitat types and address potential impacts to special status species. In accordance with HCFCD guidelines, the subconsultant will provide the report to the TPWD Environmental Review Team for review and coordination through their Wildlife Habitat Assessment (WHAB) program and incorporate their recommendations for avoidance, minimization and mitigation of impacts to natural resources.

No coordination with USFWS or species-specific surveys are included in this scope of work. Should consultation with USFWS or species-specific surveys be required, a separate scope and cost to support these services can be provided.

CULTURAL RESOURCES DESKTOP REVIEW

The project is sponsored by and is located on land owned by political subdivisions of the state, City of Tomball and HCFCD; therefore, an evaluation of historic and cultural resources will be required to satisfy the Antiquities Code of Texas (ACT). The subconsultant will manage a sub-contractor to conduct the review of historic and cultural resources. A review of readily available files will be performed to document historical and archaeological resources within the site and vicinity. Data sources including the Texas Archeological Sites Atlas (Atlas), Texas Archeological Research Laboratory (TARL) site records, Potential Archeological Liability Map (PALM), Geologic Map of Texas, soil survey maps, and current and historic topographic maps and aerial imagery will be reviewed. A summary letter report will be

prepared to document the findings and provide a recommendation of additional survey work that may be required. The summary letter report will be submitted to the Texas Historical Commission (THC) in accordance with the ACT for their review and concurrence.

Any cultural resources surveys of the project area required to achieve compliance would be considered supplemental services and handled under a separate scope of work.

ASSUMPTIONS:

1. This scope of work assumes that the wetland and waterbody delineation report will be sufficient documentation for the Environmental Review Record and that a USACE Section 404/10 permit will not be required. Should any permitting or agency correspondence be necessary, a separate proposal will be provided.
2. The project is sponsored by and is located on land owned by political subdivisions of the state; therefore, compliance with the Antiquities Code of Texas (ACT) is required.
3. The project assumes oversight by HCFCD; therefore, all reports will be prepared in accordance with their guidelines.

Task 7- FEMA Letter of Map Revision (LOMR):

Based on the effective FEMA floodplain delineation for Stream J131-03-00 and the proposed channel improvements, it is anticipated that a FEMA Letter of Map Revision will be required upon completion of the project. ENGINEER will assist CLIENT in securing a LOMR from FEMA that depicts the proposed floodplain of Stream J131-03-00 from the confluence of J131-00-00 to the downstream side of Carrell Street.

Note that FEMA requires that a review and processing fee be submitted for a map revision and requests related to modifications of the floodplain limits. **The FEMA review fee must be paid by CLIENT prior to submitting the LOMR request and is not included in the base scope of services.** The current FEMA review fee associated with LOMRs of this type (Physical Map Revision Base on a Bridge, Culvert, Channel, Hydrology, or Combination Thereof) is $8,000. The FEMA review fees are subject to change.

Task 8- Hydraulics and Hydrology Analysis:

DRAINAGE IMPACT ANALYSIS (DIA)

CONSULTANT will perform a hydrologic and hydraulic analysis of Stream J131-03-00 from Hufsmith, down Lovett Street and Carrell Streets to the outfall in Stream J131-00-00 (Boggs Gully). The analysis will be performed in accordance with City of Tomball and Harris County Flood Control District (HCFCD) standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). CONSULTANT will perform the following tasks associated with the DIA:

1. Obtain and review all available hydrologic and hydraulic data from the CLIENT, HCFCD, and FEMA.
2. Develop existing conditions hydrology for stream watershed. Create hydraulic model in HEC-

RAS of Stream J131-03-00 using topographic ground survey data and compute the existing conditions flood elevations.

3. Revise hydrology calculations based on the proposed infrastructure design. Create proposed hydraulic conditions model in HEC-RAS of Stream J131-03-00 based on the proposed channel design. The proposed channel or box culvert will be sized to meet CLIENT, HCFCD, and FEMA criteria.
4. Size and model proposed culvert improvements at Hufsmith Road in HEC-RAS.
5. Compute the proposed conditions flood elevations and delineate floodplain for J131-03-00.
6. Prepare a report and exhibits summarizing the assumptions made, methodologies used, and conclusions reached in the DIA.
7. Submit the DIA, design plan sheets, and submittal documents to the appropriate review entities (City of Tomball, Harris County, and HCFCD). Coordinate with those entities and address their comments until approval is granted.

**Application fees are not included in the BASIC SERVICES fees and must be paid by the CLIENT prior to submittal.*

DELIVERABLES

1. Sizing of Hufsmith proposed cross culvert
2. Sizing of Box Culverts or road side ditches along Lovett and Carrell Streets
3. Floodplain elevation changes, if any, on HCFCD Channel J131-03-00
4. DIA Report and exhibits showing conditions and assumptions for modelling
5. DIA approval by HCFCD and City of Tomball and Harris County, and other stakeholders.

Task 9- Conceptual Design (30%) and Preliminary Engineering Report:

CONSULTANT will perform the following as part of the Conceptual Design task:

1. Prepare a preliminary engineering report (PER) to the standards of the Community Project Funding Grant Program which evaluates the drainage solutions outlined in the “City of Tomball Drainage Master Plan” prepared by Civil Systems Engineering, inc. dated March 18, 2025.
2. The PER will be in PDF format with a rollplot format.
3. Review the PER with the CLIENT to select alternative to be designed.
4. The Conceptual Design will be performed for the limits as noted in the Project Description.
5. Perform project management & administration activities as necessary to properly manage the project.
6. Review CLIENT design guidelines/standards, select appropriate design standards and develop a Design Criteria Matrix of all applicable design components for CLIENT review and confirmation.
7. CONSULTANT will attend a project kickoff meeting with CLIENT and prepare agenda and meeting minutes.
8. Perform data collection through review and research of record documents, and other pertinent information related to the project.
9. Setup project design files in CADD.
10. Develop complete and accurate base map in AutoCAD Civil 3D 2025 showing all existing Right-

of-Way (ROW), easements, and features identified in SUE and topographic and boundary surveys.

11. Schedule and attend a project site visit after completion of field surveys with project team and CLIENT staff. The CONSULTANT shall summarize the CLIENT'S comments from the field visit and submit this information to the CLIENT in writing.
12. Attend one (1) meeting with CLIENT and to discuss project scope and proposed improvements
13. The following design tasks will be performed:

ROADWAY (LOVETT STREET AND CARRELL STREET)

a) Establish center line alignments of Lovett Street and Carrell Street
b) Establish roadway typical sections
c) Establish location of face of curb
d) Establish PGL (top face of curb) where applicable
e) Establish locations of cross streets and driveway connections, along Lovett Street and Carrell Street
f) Establish location of storm inlets along Lovett Street and Carrell Street.
g) Analyze sight triangles and turning movements at Lovett Street and Carrell Street.
h) Establish limits of construction

STREET DRAINAGE

a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 6.
b) Develop overall existing drainage area map for project limits
c) Establish horizontal location of culvert crossings and offsite area inlets
d) Develop overall proposed drainage area map for project limits
e) Perform runoff calculations to determine design year flow rates for delineated drainage areas
f) Establish horizontal location and flow line of trunk line and culvert crossings
g) Size trunk line and culvert crossings
h) Determine locations of manholes and junction boxes
i) Establish schematic grading limits required for culvert crossings and offsite area inlets

UTILITY RELOCATION

a) Establish horizontal and vertical location and top of proposed storm pipe and existing utilities
b) Propose horizontal and vertical utility relocation for City and Franchise utilities.

CHANNEL GRADING (HCFCD J131-00-00)

a) Establish center line alignments of the channel
b) Establish drainage channel roadway typical cross sections
c) Establish limits of construction

CHANNEL DRAINAGE

a) Incorporate hydrologic and hydraulic data from drainage study performed in original contract
b) Establish horizontal location of headwalls, wingwalls, and any necessary channel armoring
c) Establish horizontal location and flow line of channel and culvert crossings
d) Size channel and culvert crossings
e) Determine locations of manholes and junction boxes
f) Establish schematic grading limits required for culvert crossings and offsite area inlets

15-INCH SEWER TRUNK LINE RELOCATION

a) Review City's existing wastewater master plan to ensure any planned upgrades to this line are understood and captured in the design.
b) Establish horizontal and vertical location and top of proposed sanitary sewer and existing utilities
b) Propose horizontal and vertical utility relocation.
c) Determine locations of manholes and junction boxes
d) Establish horizontal and vertical locations of sewer lines connections to the existing line within the limits of construction

14. Review proposed improvements against existing base map of existing utilities and on-site features found during field surveys. Identify design constraints.
15. Prepare a preliminary roll plot of the proposed drainage alignment, road improvements, channel clearing and sanitary sewer trunk relocation.
16. Compile construction quantities and develop the conceptual opinion of probable construction cost (OPCC).
17. Conduct a 30% Internal QC review workshop with CONSULTANT staff to review key design concepts (proposed roadway grades, proposed cross-sections, constructability, utility issues, etc.), and revise design, as necessary.
18. Prepare notes to reviewer.
19. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit the following:
    a) Roll plot Format
    b) OPCC
    c) Design Criteria Matrix
    d) Notes to reviewer

20. Prepare and transmit comment response form to CLIENT.
21. Attend conceptual design submittal review meeting with CLIENT to review provided comments.

DELIVERABLES

1. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit

the following:

a) PER in PDF format
b) Roll plot in PDF format
c) OPCC
d) Design Criteria Matrix

Task 10- Preliminary Design (60%):

CONSULTANT will perform the following as part of the Preliminary Design task:

1. The Preliminary Design will be performed for the entire limits of Lovett Street and Carrel Street, including the water line and the entire limits of the HCFCD Channel J131-00-00, including the relocation of the sanitary sewer trunk line, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the conceptual design submittal into the project design.
3. Perform project management & administration activities as necessary to properly manage the project.
4. The following design tasks will be performed:

ROADWAY

a) Update typical sections with roadway pavement and subgrade section determined through geotechnical investigation
b) Layout roadway signage plan
c) Determine earthwork volumes
d) Identify conflicts with existing on-site features and prepare demolition plans
e) Finalize limits of construction and easement limits

STREET DRAINAGE

a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 4.
b) Update overall proposed drainage area map & update hydrologic calculations as necessary
c) Establish locations, sizes and flow lines for curb inlets, and laterals
d) Select appropriate TxDOT standard headwalls and/or end treatments for culverts.
e) Subdivide drainage areas and calculate the flow rate to each inlet
f) Develop proposed drainage area map for subdivided drainage areas
g) Perform hydraulic calculations for storm drain system to determine HGL. Update pipe sizing as necessary
h) Perform hydraulic calculations for open channel/ditch to determine freeboard (if necessary)
i) Perform hydraulic calculations for storm inlets to ensure conformance with criteria for design year storm

UTILITIES RELOCATION

a) Revise horizontal and vertical alignment as necessary to minimize impacts

b) Forward results on to franchise utilities
c) Establish location appurtenances

CHANNEL GRADING (HCFCD J131-00-00)
a) Update typical channel sections determined through geotechnical investigation
b) Determine earthwork volumes
c) Identify conflicts with existing on-site features and prepare demolition plans
d) Finalize limits of construction and easement limits

CHANNEL DRAINAGE
a) Incorporate hydrologic and hydraulic data from drainage study performed in original scope
b) Select appropriate TxDOT standard headwalls and/or end treatments for culverts.
c) Subdivide drainage areas and calculate the flow rate to the channel
d) Perform hydraulic calculations for open channel/ditch to determine freeboard (if necessary)
e) Determine earthwork volumes for any required grading

15-INCH SEWER TRUNK LINE RELOCATION
a) Revise horizontal and vertical alignment as necessary to minimize impacts
b) Establish the location of flowline
c) Check manhole and junction box locations and address as necessary
d) Create sanitary sewer line plan and profile sheets

PHASING & DETAILS
a) Layout construction phasing
b) Develop traffic control plan
c) Develop narrative of suggested traffic control plan
d) Develop narrative of suggested sequence of construction
e) Select appropriate erosion control measures and develop erosion control plan
f) Select appropriate standard details

5. Identify locations of required right of way acquisition and easements.
6. Prepare overall exhibit identifying parcels and locations of proposed property acquisitions including right of way, water line easements, and drainage easements (if necessary).
7. Update PER roll plot and prepare 60% plan sheets (22”x34” sheets) consisting of the following:
   a) Cover Sheet
   b) Sheet index
   c) General Notes Sheet(s) and Legend
   d) Quantity breakdown sheet(s)
   e) Project control sheet
   f) Typical pavement section sheet(s)
   g) SUE Plan Drawings

h) SUE Test Hole Sheets
i) Demolition sheets
j) Paving plan and profile sheets
k) Intersection grading sheets
l) Paving marking and signing sheets
m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
n) Existing drainage area map & Hydrologic Calculations (Overall)
o) Proposed drainage area map & Hydrologic Calculations (Overall)
p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
q) Hydraulic calculation sheet (storm inlets)
r) Hydraulic calculation sheet (storm drain HGL)
s) Storm drain plan and profile sheets
t) Culvert crossing sheets
u) Storm drain lateral sheets
v) Ditch/Channel Plan and Profile Sheets (if necessary)
w) Channel Control Sheet
x) Channel Cross Section Sheets
y) Channel Grading Plan and Profile Sheets
z) Overall Water Layout (1”=100’)
aa) Water line plan and profile sheet(s)
bb) Overall Sanitary Sewer layout
cc) Sanitary Sewer Plan and Profile Sheets
dd) Illumination sheets
ee) Construction Sequencing & Narrative sheets (1”=100’)
ff) Traffic control & Narrative sheets (1”=100’)
gg) Erosion control sheets
hh) City, HCFCD, TXDOT and project specific detail sheets

8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost (OPCC).
9. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications. CLIENT to provide template and front end documents, CONSULTANT to update front end documents. CONSULTANT to provide technical specifications to clearly identify the scope of work for each bid item.
10. Preliminary Design Submittal, CONSULTANT will submit the following:
    a) 60% plan set
    b) Preliminary Project Manual
    c) OPCC
    d) Design Criteria Matrix
    e) Notes to reviewer

11. Prepare and transmit comment response form to CLIENT.
12. Attend preliminary design submittal review meeting with CLIENT to review provided comments.

DELIVERABLES:
The CONSULTANT will submit the following:

a) 60% plan set
b) Preliminary Project Manual
c) OPCC
d) Design Criteria Matrix

Task 11- Construction Documents and Final Construction Documents (90% and 100%):
The CONSULTANT will perform the following as part of the Pre-Final & Final Design task:

1. The Pre-Final and Final Design will be performed for the entire project limits, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the preliminary design submittal into the project design.
3. Finalize plan set (22”x34” sheets) consisting of the following:
   a) Cover sheet
   b) Sheet index
   c) General Notes Sheet(s) and Legend
   d) Quantity breakdown sheet(s)
   e) Project control sheet
   f) Typical pavement section sheet(s)
   g) SUE Plan Drawings
   h) SUE Test Hole Sheets
   i) Demolition sheets
   j) Paving plan and profile sheets
   k) Intersection grading sheets
   l) Paving marking and signing sheets
   m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
   n) Existing drainage area map & Hydrologic Calculations (Overall)
   o) Proposed drainage area map & Hydrologic Calculations (Overall)
   p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
   q) Hydraulic calculation sheet (storm inlets)
   r) Hydraulic calculation sheet (storm drain HGL)
   s) Storm drain plan and profile sheets
   t) Culvert crossing sheets
   u) Storm drain lateral sheets
   v) Ditch/Channel Plan and Profile Sheets (if necessary)
   w) Typical channel section sheet(s)
   x) Channel cross-sections sheets, every fifty (50) feet
   y) Channel plan and profile sheets
   z) Ditch/Channel Plan and Profile Sheets

aa) Overall Sanitary Sewer Layout (1”=100’)
bb) Sanitary sewer plan and profile sheet(s)
cc) Overall Water Layout (1”=100’)
dd Water line plan and profile sheet(s)
ee) Illumination sheets
ff) Construction Sequencing & Narrative sheets (1”=100’)
gg) Traffic control & Narrative sheets (1”=100’)
hh) Erosion control sheets
ii) City, HCFCD, TxDOT, and project specific detail sheets

4. Finalize locations of right of way takings and easements. Prepare separate instrument documents. It is assumed that property acquisition will commence after completion of the preliminary design phase.
5. Prepare detailed opinion of probable construction cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
6. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the CLIENT.

DELIVERABLES:
The CONSULTANT will submit the following:

1. Pre-Final Design Submittal (90%)
   a) 90% plan set
   b) Final Separate Instruments for Property Acquisition
   c) Project Manual
   d) OPCC

2. Final Design Submittal 100%
   a) 100% Plan Set (Signed and Sealed)
   b) Project Manual (Signed and Sealed)
   c) Final OPCC

Upon completion of the final design review by CLIENT, the CONSULTANT shall furnish to the CLIENT, the engineering data, signed and sealed construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).The CONSULTANT will consider the design complete at this point.

Task 12- Permitting and Direct Costs:

1) The CONSULTANT will perform the following as part of the Permitting and Direct Costs task, including coordination with approving agencies and direct permitting costs, and other direct costs, to include:
   a. Harris County Flood Control District
   b. US Army Corps of Engineers

c. Harris County Engineering Department
d. Federal Emergency Management Agency

2) Mileage for project site visits and project related tasks.
3) Reproduction of plans, plots and prints

SCHEDULE:
The CONSULTANT will complete this scope of work within 15 months of NTP.

Coordination and review times from outside agencies may impact the schedule.

FEE BREAKDOWN:

Task:	**Fee:**
1: Project Management	$55,000
2: Agency Coordination	$145,000
3: Survey	$100,000
4: SUE	$165,000
5: Geotechnical Engineering	$60,000
6: Environmental Services	$45,000
7: FEMA LOMR	$35,000
8: Hydraulics and Hydrology Analysis	$45,000
9: Conceptual Design and PER (30%)	$300,000
10: Preliminary Design (60%)	$300,000
11: Construction and Final Documents (90% and 100%)	$170,000
12: Permitting and Direct Costs	$40,000
Total:	**$1,460,000**

ADDITIONAL SERVICES:

CLIENT and CONSULTANT agree the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

1. Survey not specifically described herein, including but not limited to topographic survey, ROW survey, finished floor elevations, or additional survey on private properties.
2. Comprehensive review of hydrologic and hydraulic modeling prepared by others or under separate contract to extents or in capacities other than those stated herein.
3. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
4. Tree surveys or preparation of tree mitigation plans
5. Construction staking
6. Property acquisition coordination
7. Street cut permits for Geotechnical or SUE investigations
8. Matting for pipeline corridor for Geotechnical or SUE investigations
9. Attendance to meetings in addition to tasks outlined in Exhibit 'A'
10. Bid phase services
11. Construction phase services
12. Landscape architecture design
13. Irrigation design
14. Traffic signal phasing, signal timing, signal warrant analysis
15. Traffic Signal Design
16. Engineering design of retaining walls, foundations for structures, soil conditioning plans, landscape features, entry gates or screening walls.
17. Analysis or design of detention mitigation ponds.
18. FEMA Letter of Map Revisions (CLOMR, LOMR-F, etc.) not specifically described herein.
19. Water and/or sanitary sewer studies or modeling.
20. Preparation of emergency action plans or similar.
21. TWDB water rights permitting.
22. Preparation of easement documents, right-of-way documents or abandonment documents.
23. Preparation of cost estimates beyond those quantified herein.
24. Gas and franchise utility relocations.
25. Additional drawings, exhibits, metes and bounds descriptions and/or signed and sealed survey documents are not included in the scope of services proposed herein.
26. If required, Right-of-Way Documents can be provided for the unit cost price of $5,000.00 per each. The proposed right-of-way will be monumented on the ground by 5/8-inch rebar with plastic caps stamped "TNP".

Approved by CLIENT:
City of Tomball

By:	Drew Huffman
Title:	Public Works Director
Date:	

Accepted by CONSULTANT:
Teague Nall and Perkins, Inc.

By:	John Dean, AICP
Title:	Director, Associate Principal
Date:	September 16,2025

Firm Contact Information:
2170 Buckthorne Place, Ste. 100
The Woodlands, Texas 77380
346-353-9366

HUD 2 CFR 200 Engineer Contract Requirements

Required Contract Provisions

1. Termination of Agreement for Cause.

   If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

   City/County may at any time and for any reason terminate Firm's services and work at City/County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City/County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes

   The City/County map, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or HUD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties*.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability.

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information.

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits.

   The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential.

   All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright.

    No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws.

    The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

    a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of HUD award between HUD and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
    b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the HUD award between HUD and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
    c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the HUD award between HUD and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the HUD award

between HUD and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974.

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended.

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975.

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions.

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency.

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the HUD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's HUD contract.

25. Retention of Records.

The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

A copy of the service provider contract or agreement must be submitted to HUD, and must include the following at a minimum:

- Names of Both Parties - Grant Recipient and firm.
- Effective Dates - Starting and ending dates.
- Scope of Services - Either directly written into the contract or provided as an attachment that is incorporated into the contract.
- Compensation - Including the maximum amount of the contract as either a firm, fixed-price contract, or a not to exceed cost-reimbursable type contract.
- Local Program Liaison - Identification of a **local public official** as the consultant's primary contact.
- Amendments - Procedures for amending the scope of work and/or compensation section.
- Termination - Explaining circumstances under which the Grant Recipient or other party can cancel the contract (e.g., unsatisfactory performance).
- Required contract provisions - must contain the applicable provisions described in 2 CFR Appendix II to Part 200
- Section 3 Compliance

Instructions for Completing the Certificate of Interested Parties Form 1295

Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City/County as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.[1] The City/County must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it:

(a) item 2 – Name of City/County

(b) item 3 – the identification number, and

(c) item 3 – description of the goods or services assigned to this contract by the City/County

You must:

(i) complete the Disclosure Form electronically at the TEC's "electronic portal", and

(ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

[1] A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
    - the value of the contract cannot be determined at the time the contract is executed; and
    - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Neither the City/County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

Sample Engineering Contract

THIS AGREEMENT, effective on the date of selection by the Council/Court, made on the ____DAY OF _____, 2025 by and between the CITY/COUNTY OF _____, hereinafter called the "Client" and _____ hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Project Funding Grant, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either _____ calendar days or the project's administrative closure date, as defined by HUD, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of $_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
    a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
    b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
    c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E,** represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Elected Official, Signature)

_____

(Printed Name)

_____

(Title)

BY: _____

(Firm/Contractor's Authorized Representative)

_____

(Printed Name)

_____

(Title)

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2025-10008
CITY OF TOMBALL
CARRELL & LOVETT STORM SEWER IMPROVEMENTS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Teague Nall and Perkins, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to design storm sewer improvements along Carrell and Lovett Street as part of the Community Project Funding Grant Program (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I.
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

SECTION II.
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

SECTION III.
OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

SECTION IV.
TIME FOR PERFORMANCE

The time for performance is an estimated 540 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V.
COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI.
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII.
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **$910,000**, including reimbursable expenses as identified in Exhibit "A".

SECTION VIII.
INSURANCE

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

SECTION IX.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Teague Nall and Perkins, Inc.
Attention: John Dean
2170 Buckthorne Place, Suite 100
The Woodlands, Texas 77380

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

SECTION XI.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XII.
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XIII.
DISCLOSURE OF INFORMATION

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

SECTION XIV.
MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XV.
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

SECTION XVI.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XVII.
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

XVIII.
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this 19 day of August, 2025.

Company Name: Teague Nall and Perkins, Inc.

Name: John Dean
Title: Director of Client Services, Associate Principal

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Thomas Harris III, City Secretary

City of Tomball

Professional Engineering Services for Community Project Funding Grant Program: Lovett Street and Carrell Street Roadway and Drainage Improvements

PROJECT DESCRIPTION:

Lovett Street and Carrell Street are located between Hufsmith and Main Street in Harris County Flood Control District (HCFCD)'s J131-00 basin within the City of Tomball (CLIENT). These streets are in a mostly residential area that includes two churches: Good Shepherd Episcopal Church and Carrell Street Baptist Church. The area has experienced continual flooding and was identified as a priority drainage improvement project in Tomball's Drainage Study, adopted in April of 2025. Currently, drainage within the area is divided at the intersection of Lovett and Carrell Streets. Carrell drains to the HCFCD channel and Lovett drains to Hufsmith Road. The roadside ditches, driveway culverts, and drainage along Hufsmith Road are inadequately sized, causing storm water to back up into several cul-de-sacs along the east side of Lovett Street.

The CLIENT has applied for, and received, grant funding through the Community Project Funding Grant Program with the U.S. Department of Housing and Urban Development (HUD) for the Lovett Street and Carrell Street project and they have enlisted the services of TNP, inc. (CONSULTANT) for the roadway and drainage design. The drainage study defines four alternatives for improving drainage conditions of the area which are to be evaluated further in a preliminary engineering report as part of this scope of work. Alternatives that do not rely on coordination and funding from other entities are prioritized.

SCOPE OF SERVICES:

Task 1- Project Management:

The CONSULTANT will perform the following as part of the task:

1. Develop Project Management plan for project
2. Develop project specific QA/QC plan for project
3. Prepare monthly progress reports in a form satisfactory for grant requirements
4. Prepare monthly invoices in compliance with grant requirements
5. Provide monthly updates to client on schedule, progress, critical path items and milestones
6. Meet with Client for Plan review sessions

Task 2- Coordination:

The CONSULTANT will perform the following as part of the task:

1. Submit monthly progress reports
2. Attend Comment/Response meetings with the CLIENT and other agencies
3. Coordination with HCFCD
   A. Discuss permitting requirements to reroute a portion of storm flow from Lovett to the channel.
   B. Discuss drainage modelling results
   C. Discuss channel tie in with headwalls to improve hydraulics and improve vehicular safety

D. Discuss channel protection at the box culvert outfall.

4. Coordination with GrantWorks
   A. Discuss environmental impacts
   B. Discuss City reimbursements
   C. Discuss Specification requirements like Davis Bacon and Buy American, etc. and also meet Tomball requirements.
   D. Discuss specification bidding options to meet federal requirements and Tomball requirements.
   E. Provide Monthly Progress Reports to the grant manager to include funding elements.

Task 3- Survey:

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for a portion of Lovett and Carrell Streets. The survey will include the entire right-of-way width of each street and extend approximately 20 feet beyond the right-of-way where possible. The survey limits will begin at the intersection of Lovett Street and Hufsmith Road and run south and west along said streets for approximately 4,000 LF to the existing Harris County Flood Control ditch. Additionally, the survey will extend 100 LF up intersecting streets within the project area.

Field surveys will be conducted to identify existing topography (one-foot contours), visible features and above ground improvements including buildings, pavement, structures, curbs, fences, trees (6" dbh and larger), sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Existing property corners will be located as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way, property lines and easements within the project area, and to develop the proposed easement documents anticipated for the project.

CONSULTANT will research available public records to determine ownership and contact information for properties requiring access to complete the engineering work. CONSULTANT will endeavor to make contact with landowners by mail, email, phone or in-person. All landowner responses will be tracked and can be provided to the CLIENT if requested.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {South Central Zone No. 4204; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from said RTK observations. Orthometric heights will be calculated by applying the Geoid 18 model to ellipsoid heights.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

DELIVERABLES:

1. Right of Entry Letters, Responses, and Log where applicable
2. Boundary survey along the Lovett and Carrell ROW.

3. Property ownership and contact information for properties along Lovett and Carrell Streets
4. Drawings showing 1 foot interval topography along Lovett and Sarrell Streets to include utility and trees that accessible above grade.

Task 4- Subsurface Utility Engineering (SUE) Services-Via Subconsultant:
The CONSULTANT will perform the following through a sub-consultant as part of the task:

1. Quality Levels D and C
   - Collect and compile available utility records from utility owners within the project limits using Texas 811 One-Call
   - Use professional judgement to correlate records with aboveground survey features (manholes, handholes, valve covers, utility markers) to draw utility linework in 2D
2. Quality Level B Where deemed necessary or conflicts are anticipated.
   - Perform geophysical utility investigation using electromagnetic locators on toneable utilities
   - Designate and map the horizontal position of detected subsurface utilities
   - Record utility type, alignment, and confidence level
3. Quality Level A – Where deemed necessary or conflicts are anticipated.
   - Conduct non-destructive hydroexcavation and backfill per City of Tomball specifications at selected locations to expose utilities
   - Measure and document precise horizontal and vertical positions
   - Record utility size, material, depth, and condition
   - Restore test hole locations to pre-existing conditions
4. Existing Utility Layouts
   - Prepare an Existing Utility Layout based on Quality Levels
   - Deliver utility file in CAD format
   - Deliver Existing Utility Layout in PDF format
5. Deliverables:
   - Utility Records for utilities within project limits
   - CAD file with existing utilities
   - Test Holes Data Sheets
   - Existing Utility Layouts

Task 5- Geotechnical Engineering via Subconsultant:
The CONSULTANT will perform the following through a sub-consultant as part of the task:

FIELD EXPLORATION
The proposed field exploration includes:

No. of Borings	Depth per Boring (feet)	Location
7	15	Along the alignment of the proposed utilities

Seven borings totaling 105 feet of drilling are included in this scope of work.

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. The subconsultant will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and patched.

LABORATORY EXPLORATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format.

The report will address:

- soil and groundwater conditions encountered at the boring locations;
- utility related recommendations;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the borings.

DELIVERABLES

1. Map showing location and depth of bores
2. Lab Tests showing soil and groundwater conditions encountered for each bore.
3. Earthwork recommendations including compaction recommendations.
4. Any unusual construction considerations based on soil condition.

Task 6- Hydraulics and Hydrology Analysis:

DRAINAGE IMPACT ANALYSIS (DIA)

CONSULTANT will perform a hydrologic and hydraulic analysis of Stream J131-03-00 from Hufsmith, down Lovett Street and Carrell Streets to the outfall in Stream J131-00-00 (Boggs Gully). The analysis

will be performed in accordance with City of Tomball and Harris County Flood Control District (HCFCD) standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). CONSULTANT will perform the following tasks associated with the DIA:

1. Obtain and review all available hydrologic and hydraulic data from the CLIENT, HCFCD, and FEMA.
2. Develop existing conditions hydrology for stream watershed. Create hydraulic model in HEC-RAS of Stream J131-03-00 using topographic ground survey data and compute the existing conditions flood elevations.
3. Revise hydrology calculations based on the proposed infrastructure design. Create proposed hydraulic conditions model in HEC-RAS of Stream J131-03-00 based on the proposed channel design. The proposed channel or box culvert will be sized to meet CLIENT, HCFCD, and FEMA criteria.
4. Size and model proposed culvert improvements at Hufsmith Road in HEC-RAS.
5. Compute the proposed conditions flood elevations and delineate floodplain for J131-03-00.
6. Prepare a report and exhibits summarizing the assumptions made, methodologies used, and conclusions reached in the DIA.
7. Submit the DIA, design plan sheets, and submittal documents to the appropriate review entities (City of Tomball, Harris County, and HCFCD). Coordinate with those entities and address their comments until approval is granted.

**Application fees are not included in the BASIC SERVICES fees and must be paid by the CLIENT prior to submittal.*

DELIVERABLES

1. Sizing of Hufsmith proposed cross culvert
2. Sizing of Box Culverts or road side ditches along Lovett and Carrell Streets
3. Floodplain elevation changes, if any, on HCFCD Channel J131-03-00
4. DIA Report and exhibits showing conditions and assumptions for modelling
5. DIA approval by HCFCD and City of Tomball and Harris County, and other stakeholders.

Task 7- Conceptual Design (30%) and Preliminary Engineering Report:

CONSULTANT will perform the following as part of the Conceptual Design task:

1. Prepare a preliminary engineering report (PER) to the standards of the Community Project Funding Grant Program which evaluates the drainage solutions outlined in the "City of Tomball Drainage Master Plan" prepared by Civil Systems Engineering, inc. dated March 18, 2025.
2. The PER will be in PDF format with a rollplot format.
3. Review the PER with the CLIENT to select alternative to be designed.
4. The Conceptual Design will be performed for the limits as noted in the Project Description.
5. Perform project management & administration activities as necessary to properly manage the project.
6. Review CLIENT design guidelines/standards, select appropriate design standards and develop a

Design Criteria Matrix of all applicable design components for CLIENT review and confirmation.

7. CONSULTANT will attend a project kickoff meeting with CLIENT and prepare agenda and meeting minutes.
8. Perform data collection through review and research of record documents, and other pertinent information related to the project.
9. Setup project design files in CADD.
10. Develop complete and accurate base map in AutoCAD Civil 3D 2025 showing all existing Right-of-Way (ROW), easements, and features identified in SUE and topographic and boundary surveys.
11. Schedule and attend a project site visit after completion of field surveys with project team and CLIENT staff. The CONSULTANT shall summarize the CLIENT'S comments from the field visit and submit this information to the CLIENT in writing.
12. Attend one (1) meeting with CLIENT and to discuss project scope and proposed improvements
13. The following design tasks will be performed:

ROADWAY (LOVETT STREET AND CARRELL STREET)

a) Establish center line alignments of Lovett Street and Carrell Street
b) Establish roadway typical sections
c) Establish location of face of curb
d) Establish PGL (top face of curb) where applicable
e) Establish locations of cross streets and driveway connections, along Lovett Street and Carrell Street
f) Establish location of storm inlets along Lovett Street and Carrell Street.
g) Analyze sight triangles and turning movements at Lovett Street and Carrell Street.
h) Establish limits of construction

DRAINAGE

a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 6.
b) Develop overall existing drainage area map for project limits
c) Establish horizontal location of culvert crossings and offsite area inlets
d) Develop overall proposed drainage area map for project limits
e) Perform runoff calculations to determine design year flow rates for delineated drainage areas
f) Establish horizontal location and flow line of trunk line and culvert crossings
g) Size trunk line and culvert crossings
h) Determine locations of manholes and junction boxes
i) Establish schematic grading limits required for culvert crossings and offsite area inlets

UTILITY RELOCATION

a) Establish horizontal and vertical location and top of proposed storm pipe and

existing utilities

b) Propose horizontal and vertical utility relocation for City and Franchise utilities.

14. Review proposed improvements against existing base map of existing utilities and on-site features found during field surveys. Identify design constraints.

15. Prepare a preliminary roll plot of the proposed drainage alignment and road improvements

16. Compile construction quantities and develop the conceptual opinion of probable construction cost (OPCC).
17. Conduct a 30% Internal QC review workshop with CONSULTANT staff to review key design concepts (proposed roadway grades, proposed cross-sections, constructability, utility issues, etc.), and revise design, as necessary.
18. Prepare notes to reviewer.
19. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit the following:
    a) Roll plot Format
    b) OPCC
    c) Design Criteria Matrix
    d) Notes to reviewer

20. Prepare and transmit comment response form to CLIENT.
21. Attend conceptual design submittal review meeting with CLIENT to review provided comments.

DELIVERABLES

1. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit the following:
    a) PER in PDF format
    b) Roll plot in PDF format
    c) OPCC
    d) Design Criteria Matrix

Task 8- Preliminary Design (60%):

CONSULTANT will perform the following as part of the Preliminary Design task:

1. The Preliminary Design will be performed for the entire limits of Lovett Street and Carrel Street, including the water line, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the conceptual design submittal into the project design.
3. Perform project management & administration activities as necessary to properly manage the project.
4. The following design tasks will be performed:

ROADWAY

a) Update typical sections with roadway pavement and subgrade section determined through geotechnical investigation
b) Layout roadway signage plan
c) Determine earthwork volumes
d) Identify conflicts with existing on-site features and prepare demolition plans
e) Finalize limits of construction and easement limits

DRAINAGE

a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 4.
b) Update overall proposed drainage area map & update hydrologic calculations as necessary
c) Establish locations, sizes and flow lines for curb inlets, and laterals
d) Select appropriate TxDOT standard headwalls and/or end treatments for culverts.
e) Subdivide drainage areas and calculate the flow rate to each inlet
f) Develop proposed drainage area map for subdivided drainage areas
g) Perform hydraulic calculations for storm drain system to determine HGL. Update pipe sizing as necessary
h) Perform hydraulic calculations for open channel/ditch to determine freeboard (if necessary)
i) Perform hydraulic calculations for storm inlets to ensure conformance with criteria for design year storm

UTILITIES RELOCATION

a) Revise horizontal and vertical alignment as necessary to minimize impacts
b) Forward results on to franchise utilities
c) Establish location appurtenances

PHASING & DETAILS

a) Layout construction phasing
b) Develop traffic control plan
c) Develop narrative of suggested traffic control plan
d) Develop narrative of suggested sequence of construction
e) Select appropriate erosion control measures and develop erosion control plan
f) Select appropriate standard details

5. Identify locations of required right of way acquisition and easements.
6. Prepare overall exhibit identifying parcels and locations of proposed property acquisitions including right of way, water line easements, and drainage easements (if necessary).
7. Update PER roll plot and prepare 60% plan sheets (22"x34" sheets) consisting of the following:
   a) Cover Sheet
   b) Sheet index
   c) General Notes Sheet(s) and Legend

d) Quantity breakdown sheet(s)
e) Project control sheet
f) Typical pavement section sheet(s)
g) SUE Plan Drawings
h) SUE Test Hole Sheets
i) Demolition sheets (1"=20')
j) Paving plan and profile sheets (1"=20')
k) Intersection grading sheets (1"=20')
l) Paving marking and signing sheets (1"=20')
m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
n) Existing drainage area map & Hydrologic Calculations (Overall)
o) Proposed drainage area map & Hydrologic Calculations (Overall)
p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
q) Hydraulic calculation sheet (storm inlets)
r) Hydraulic calculation sheet (storm drain HGL)
s) Storm drain plan and profile sheets (1"=20')
t) Culvert crossing sheets (1"=20')
u) Storm drain lateral sheets
v) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
w) Overall Water Layout (1"=100')
x) Water line plan and profile sheet(s) (1"=20')
y) Illumination sheets (1"=20')
z) Construction Sequencing & Narrative sheets (1"=100')
aa) Traffic control & Narrative sheets (1"=100')
bb) Erosion control sheets (1"=50')
cc) City, HCFCD and project specific detail sheets

8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost (OPCC).
9. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications. CLIENT to provide template and front end documents, CONSULTANT to update front end documents. CONSULTANT to provide technical specifications to clearly identify the scope of work for each bid item.
10. Preliminary Design Submittal, CONSULTANT will submit the following:
    a) 60% plan set
    b) Preliminary Project Manual
    c) OPCC
    d) Design Criteria Matrix
    e) Notes to reviewer

11. Prepare and transmit comment response form to CLIENT.
12. Attend preliminary design submittal review meeting with CLIENT to review provided comments.

DELIVERABLES:
The CONSULTANT will submit the following:

a) 60% plan set
b) Preliminary Project Manual
c) OPCC
d) Design Criteria Matrix

Task 9- Construction Documents and Final Construction Documents (90% and 100%):
The CONSULTANT will perform the following as part of the Pre-Final & Final Design task:

1. The Pre-Final and Final Design will be performed for the entire project limits, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the preliminary design submittal into the project design.
3. Finalize plan set (22"x34" sheets) consisting of the following:
   a) Cover sheet
   b) Sheet index
   c) General Notes Sheet(s) and Legend
   d) Quantity breakdown sheet(s)
   e) Project control sheet
   f) Typical pavement section sheet(s)
   g) SUE Plan Drawings
   h) SUE Test Hole Sheets
   i) Demolition sheets (1"=20')
   j) Paving plan and profile sheets (1"=20')
   k) Intersection grading sheets (1"=20')
   l) Paving marking and signing sheets (1"=20')
   m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
   n) Existing drainage area map & Hydrologic Calculations (Overall)
   o) Proposed drainage area map & Hydrologic Calculations (Overall)
   p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
   q) Hydraulic calculation sheet (storm inlets)
   r) Hydraulic calculation sheet (storm drain HGL)
   s) Storm drain plan and profile sheets (1"=20')
   t) Culvert crossing sheets (1"=20')
   u) Storm drain lateral sheets
   v) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
   w) Overall Water Layout (1"=100')
   x) Water line plan and profile sheet(s) (1"=20')
   y) Illumination sheets (1"=20')
   z) Construction Sequencing & Narrative sheets (1"=100')
   aa) Traffic control & Narrative sheets (1"=100')

bb) Erosion control sheets (1"=50')
cc) City, TxDOT, and project specific detail sheets

4. Finalize locations of right of way takings and easements. Prepare separate instrument documents. It is assumed that property acquisition will commence after completion of the preliminary design phase.
5. Prepare detailed opinion of probable construct cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
6. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the CLIENT.

DELIVERABLES:
The CONSULTANT will submit the following:

1. Pre-Final Design Submittal (90%)
   a) 90% plan set
   b) Final Separate Instruments for Property Acquisition
   c) Project Manual
   d) OPCC

2. Final Design Submittal 100%
   a) 100% Plan Set (Signed and Sealed)
   b) Project Manual (Signed and Sealed)
   c) Final OPCC

Upon completion of the final design review by CLIENT, the CONSULTANT shall furnish to the CLIENT, the engineering data, signed and sealed construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).The CONSULTANT will consider the design complete at this point.

SCHEDULE:
The CONSULTANT will complete this scope of working within 15 months of NTP.

Coordination and review times from outside agencies may impact the schedule.

FEE BREAKDOWN:

Task:	Fee:
1: Project Management	$35,000
2: Coordination	$50,000
3: Survey	$70,000
4: SUE	$115,000
5: Geotechnical Engineering	$25,000
6: Hydraulics and Hydrology Analysis	$45,000
7: Conceptual Design and PER (30%)	$225,000
8: Preliminary Design (60%)	$225,000
9: Construction Documents and Final Construction Documents (90% and 100%)	$120,000
Total:	**$910,000**

ADDITIONAL SERVICES:

CLIENT and CONSULTANT agree the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

1. Survey not specifically described herein, including but not limited to topographic survey, ROW survey, finished floor elevations, or additional survey on private properties.
2. Comprehensive review of hydrologic and hydraulic modeling prepared by others or under separate contract to extents or in capacities other than those stated herein.
3. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
4. Tree survey's or preparation of tree mitigation plans
5. Construction staking
6. Property acquisition coordination
7. Street cut permits for Geotechnical or SUE investigations
8. Matting for pipeline corridor for Geotechnical or SUE investigations
9. Attendance to meetings in addition to tasks outlined in Exhibit 'A'
10. Bid phase services
11. Construction phase services
12. Landscape architecture design
13. Irrigation design

14. Traffic signal phasing, signal timing, signal warrant analysis
15. Traffic Signal Design
16. Public art design
17. Engineering design of retaining walls, foundations for structures, soil conditioning plans, landscape features, entry gates or screening walls.
18. Analysis or design of detention mitigation ponds.
19. FEMA Letter of Map Revisions (CLOMR, LOMR-F, etc) not specifically described herein.
20. Water and/or sanitary sewer studies or modeling.
21. Preparation of emergency action plans or similar.
22. TWDB water rights permitting.
23. Environmental assessments or permitting.
24. Preparation of easement documents, right-of-way documents or abandonment documents.
25. Preparation of cost estimates beyond those quantified herein.
26. Presentations and public meetings not specifically described herein.
27. Gas and franchise utility relocations.
28. Additional drawings, exhibits, metes and bounds descriptions and/or signed and sealed survey documents are not included in the scope of services proposed herein.
29. If required, Right-of-Way Documents can be provided for the unit cost price of $5,000.00 per each. The proposed right-of-way will be monumented on the ground by 5/8-inch rebar with plastic caps stamped "TNP".

Approved by CLIENT:
City of Tomball

By: Drew Huffman
Title: Public Works Director
Date:

Accepted by CONSULTANT:
Teague Nall and Perkins, Inc.

By: John Dean, AICP
Title: Director, Associate Principal
Date: August 1, 2025

Firm Contact Information:
2170 Buckthorne Place, Ste. 100
The Woodlands, Texas 77380
346-353-9366

HUD 2 CFR 200 Engineer Contract Requirements

Required Contract Provisions

1. Termination of Agreement for Cause.

   If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

   City/County may at any time and for any reason terminate Firm's services and work at City/County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City/County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes

   The City/County map, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or HUD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.*] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability.

The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information.

The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits.

The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws.

The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of Interest.

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of HUD award between HUD and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the HUD award between HUD and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the HUD award between HUD and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the HUD award

between HUD and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974.

The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended.

The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18. Age Discrimination Act of 1975.

The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions.

The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency.

The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24. Access to Records.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the HUD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's HUD contract.

25. Retention of Records.

The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

26. Verification No Boycott Israel.

As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

27. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

A copy of the service provider contract or agreement must be submitted to HUD, and must include the following at a minimum:

- Names of Both Parties - Grant Recipient and firm.
- Effective Dates - Starting and ending dates.
- Scope of Services - Either directly written into the contract or provided as an attachment that is incorporated into the contract.
- Compensation - Including the maximum amount of the contract as either a firm, fixed-price contract, or a not to exceed cost-reimbursable type contract.
- Local Program Liaison - Identification of a **local public official** as the consultant's primary contact.
- Amendments - Procedures for amending the scope of work and/or compensation section.
- Termination - Explaining circumstances under which the Grant Recipient or other party can cancel the contract (e.g., unsatisfactory performance).
- Required contract provisions - must contain the applicable provisions described in 2 CFR Appendix II to Part 200
- Section 3 Compliance

Instructions for Completing the Certificate of Interested Parties Form 1295

Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City/County as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.[1] The City/County must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it:

(a) item 2 – Name of City/County

(b) item 3 – the identification number, and

(c) item 3 – description of the goods or services assigned to this contract by the City/County

You must:

(i) complete the Disclosure Form electronically at the TEC's "electronic portal", and

(ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf

Also, a detailed instruction video may be found here:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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[1] A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
    - the value of the contract cannot be determined at the time the contract is executed; and
    - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Neither the City/County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

Sample Engineering Contract

THIS AGREEMENT, effective on the date of selection by the Council/Court, made on the ____DAY OF _____, 2025 by and between the CITY/COUNTY OF _____, hereinafter called the "Client" and _____ hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Project Funding Grant, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either _____ calendar days or the project's administrative closure date, as defined by HUD, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of $_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
    a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
    b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
    c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E,** represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Elected Official, Signature)

_____

(Printed Name)

_____

(Title)

BY: _____

(Firm/Contractor's Authorized Representative)

_____

(Printed Name)

_____

(Title)

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3 2025

Topic:

Approve changes to Administrative Policy No. 23, Park Reservation.

Background:

In August 2019, the City of Tomball adopted an updated Parks Reservation policy for City facility rules and rentals, including pavilions and gazebos. The policy was established to set clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that the facilities are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included rules for the parks and facilities, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, adjustments to reservation procedures to match current practices, rules for the facilities, and updates the name of the policy.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 23, Parks Reservation Rules and Application.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: Various

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 23

Subject

- Updated subject title from “Parks Reservation” to “Parks Reservation Rules & Application” to reflect the intent to the policy.
- Updates park facilities that applications will be accepted for.

Reservations

- Section revised for improved grammatical structure and readability to ensure content is clear.
- Updated format for space saving and clarity.
- Updated rules for each facility to align with current practices and expectations.

Renter Information

- Updated information required from renter.
- Section revised for improved grammatical structure and readability to ensure content is clear.
- Added section for debit/credit card information for payment as well as damages and/or cleaning.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **PARK RESERVATION ~~POLICY~~RULES & APPLICATION** (Railroad Depot Gazebo ~~and Plaza~~, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature ~~Park~~ Center)	NUMBER: 23	EFFECTIVE DATE: ~~AUGUST 5, 2019~~November 3, 2025	PAGE 1 OF ~~3~~4
	REVISED: ~~AUGUST 5, 2019~~November 3, 2025	APPROVED BY CITY MANAGER: ~~AUGUST 5, 2019~~November 3, 2025	
	SUPERSEDES: ~~AUGUST 7, 2017~~August 5, 2019	APPROVED BY CITY COUNCIL: ~~AUGUST 5, 2019~~November 3, 2025	

Applications accepted for following Park Facilities:

- **Railroad Depot Gazebo~~,~~**
- ~~**Railroad Depot Plaza,**~~
- **Juergens Park Pavilion~~,~~**
- **Jerry Matheson Park Pavilion~~, &~~**
- **Theis Attaway Nature Center~~.~~**

Priority use of park facilities is available by reservation only. Reservations may be made by contacting the City of Tomball. Use of facilities for profit making purposes is strictly prohibited. ~~Priority use of park to be granted by reservation only. Reservation may be made by contacting the City of Tomball. Please note, individuals may not utilize city facilities for profit making endeavors.~~

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **PARK RESERVATION ~~POLICY~~RULES & APPLICATION** (Railroad Depot Gazebo ~~and Plaza~~, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature ~~Park~~Center)	NUMBER: 23	EFFECTIVE DATE: ~~AUGUST 5, 2019~~November 3, 2025	PAGE 2 OF ~~4~~3
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☐*Resident~~cy~~ verification:_____(city staff) ☐Facility Inspection Verification:_____(city staff)

(Resident must present City of Tomball Utility Bill for verification)

Railroad Depot ~~*Plaza & Gazebo @*~~ (201 S. Elm)

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm)~~

Juergens Park Pavilion~~@~~ (1331 Ulrich)

- Reservations are for the pavilion only.
- ~~Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.~~Renters may obtain keys to the interior of the park, but area is to be used for temporary access for setup and clean up.
  - Vehicles must not remain in the interior of the park.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm) DEPOSIT $100.00~~

Jerry Matheson Park Pavilion ~~@~~ (1240 Ulrich)

- Reservations are for the pavilion only.
- Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00(8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $100.00(8am-10pm)~~

~~☐NON-RESIDENT~~
~~☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)~~
~~☐ALL DAY $125.00(8am-10pm)~~

Theis Attaway Nature ~~Park~~Center Amphitheater ~~@~~ (13509 Theis Lane)

- Catch and release fishing.
- No cast nets.

☐*RESIDENT	**☐NON-RESIDENT**
☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)	**☐1/2 DAY $100.00 (8am-2pm) or (4pm-10pm)**
☐ALL DAY $100.00(8am-10pm)	**☐ALL DAY $125.00 (8am-10pm)**

~~☐*RESIDENT~~
~~☐1/2 DAY $50.00 (8am-2pm) or (4pm-10pm)~~

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☐~~ALL DAY $100.00(8am-10pm)~~

<table>
<tr><td colspan="4">CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES</td></tr>
<tr><td rowspan="3">SUBJECT

PARK RESERVATION
<s>POLICY</s>RULES & APPLICATION
(Railroad Depot Gazebo<s> and Plaza</s>, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature <s>Park</s>Center)</td><td>NUMBER:
23</td><td>EFFECTIVE DATE:
<s>AUGUST 5, 2019</s>November 3, 2025</td><td>PAGE 3 OF 4<s>3</s></td></tr>
<tr><td>REVISED:
<s>AUGUST 5, 2019</s>November 3, 2025</td><td colspan="2">APPROVED BY CITY MANAGER:
<s>AUGUST 5, 2019</s>November 3, 2025</td></tr>
<tr><td>SUPERSEDES:
<s>AUGUST 7, 2017</s>August 5, 2019</td><td colspan="2">APPROVED BY CITY COUNCIL:
<s>AUGUST 5, 2019</s>November 3, 2055</td></tr>
</table>

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*Resident: For the purposes of this application, a "resident" is defined as an individual who resides within the City of Tomball city limits and pays utility services to the City of Tomball.

A convenience fee, in accordance with the City of Tomball Master Fee Schedule, will be applied to all Visa, MasterCard and American Express payments the non-refundable rental fee.

A debit or credit card must be provided with the rental application and may be charged for any damage or cleaning cost associated with the rental facility.

~~A deposit is not required for the rental of any park facility; a debit or credit card must be provided with the rental application that will be charged in the event of any damage or cleaning required to the rented facility.~~

****

~~Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.~~

Renters Information:

Date Requested:_____ Time:_____ Number of People Expected:_____

Organization:_____ Type of Event:_____

Contact Person:_____

Email:_____ ~~Business~~ Phone:_____ ~~Home~~

~~Phone:~~_____ ~~Fax:~~_____

Home Address:_____City:_____St._____Zip:_____

Confirmation of Park Reservations by signature below only. Application subject to a 24-hour application review period prior to approval by the City.

City of Tomball: _____ (City Staff) Date*:* _____

Debit/Credit Card Information (for damage or cleaning):

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

Signature:_____ Date:_____

Confirmation of Park Reservations by signature below only! Application subject to a 24-hour application review period prior to approval by City Administration.

City of Tomball: _____(City Staff) Date*:* _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION

~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~

~~Public Works Department~~ ●City of Tomball

501 James Street, ~~-~~Tomball, Texas 77375

Phone: (281) 290-1400

●~~-~~After hours, Police ~~Dept.~~Department Dispatch: (281) 351-5451

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CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **PARK RESERVATION** ~~**POLICY**~~**RULES & APPLICATION** (Railroad Depot Gazebo, Juergens Park Pavilion, Jerry Matheson Park Pavilion, Theis Attaway Nature Center)	NUMBER: 23	EFFECTIVE DATE: November 3, 2025	PAGE 4 OF 4
	REVISED: November 3, 2025	APPROVED BY CITY MANAGER: November 3, 2025	
	SUPERSEDES: August 5, 2019	APPROVED BY CITY COUNCIL: November 3, 2055	

Debit/Credit Card Information ~~(for damage or cleaning)~~:

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St.: _____ Zip: _____

I have read and understand the Park Rules and Regulations. I acknowledge that I am responsible for cleaning the rental area after use. If the park facility is not properly cleaned or are damaged, I agree to be financially responsible for any cost incurred by the City. I also understanding that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent

Card information provided will be used for payment of the non-refundable rental fee and will be retained and may be charged for any damage or cleaning cost associated with the rental facility.

~~By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.~~

Signature:_____ Date:_____

~~*Confirmation of Park Reservations by signature below only! Application subject to a 24-hour application review period prior to approval by City Administration.*~~

City of Tomball: _____(City Staff) Date*:* _____

~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~
~~Public Works Department ● 501 James Street Tomball, Texas~~
~~Phone: (281) 290-1400 ● After hours, Police Dept. Dispatch: (281) 351-5451~~

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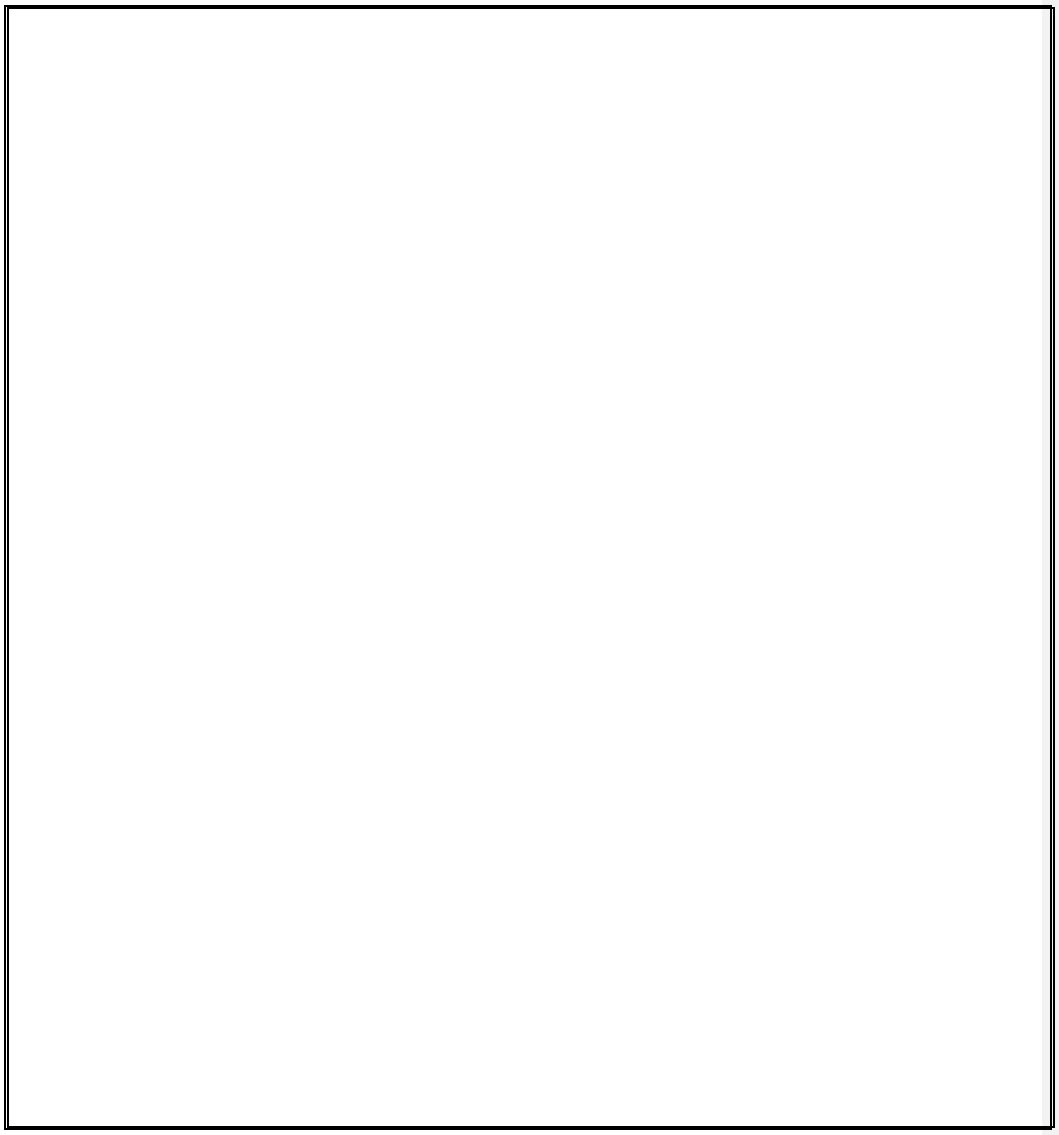

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve changes to Administrative Policy No. 24, Sports Courts Reservation.

Background:

In November 2022, the City of Tomball adopted an updated Sports Court Reservation policy for tennis courts and pickleball court rules and rentals. The policy was established to set clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that sports courts are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included rules for the sports courts, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, adjustments to reservation procedures to match current practices, rules for specific amenities, and updates the name of the policy.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 24, Sports Courts Reservation Rules and Application.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: Various

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 24

Subject

- Updated subject title from “Sports Courts Reservation” to “Sports Courts Reservation Rules & Application” to reflect the intent to the policy.

Rules

- Section revised for improved grammatical structure and readability to ensure content is clear.
- Park hours were updated to reflect City Manager or designee must approve extended use of the courts.
- Clarifications added for reservations including maximum courts to be rented and timeframe for reservations in advance.
- Included additional language for pickleball court rental to reflect current process previously approved by City Council. Language was also included restricting reservations on weekends unless a Special Event is approved.

Reservations

- Updated section to include individual reservation options for tennis and pickleball, as well as group reservations for league play for tennis.

Renter Information

- Updated information required from renter.
- Section revised for improved grammatical structure and readability to ensure content is clear.
- Added section for debit/credit card information for payment as well as damages and/or cleaning.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **SPORTS COURTS RESERVATION ~~POLICY~~RULES & APPLICATION**	NUMBER: 24	EFFECTIVE DATE: ~~NOVEMBER 7, 2022~~November 3, 2025	PAGE 1 OF ~~3~~2
	REVISED: ~~NOVEMBER 7, 2022~~November 3, 2025	APPROVED BY CITY MANAGER: ~~NOVEMBER 7, 2022~~November 3, 2025	
	SUPERSEDES: ~~OCTOBER 3, 2022~~November 7,2022	APPROVED BY CITY COUNCIL: ~~NOVEMBER 7, 2022~~November 3, 2025	

~~**The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.**~~**Tennis and Pickleball courts may be reserved by the public, and reservations guarantee availability. Use of City facilities for profit-making purposes is strictly prohibited.**

Priority use of sports courts to be given by reservation.

1. Reservations may be made by contacting ~~Public Works~~the City of Tomball. ~~. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.~~Reserving parties are responsible for cleaning the courts immediately following their event. A fee will be assessed if City staff are required to perform cleanup.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless extended use has been approved in advance by the City Manager or designee. ~~previous arrangements are made.~~
10. Limit of four (4) ~~persons~~people per court, ~~3~~2-hour time limit.
11. Sports courts may not be reserved for a period exceeding four (4) months, and reservations cannot be made more than three (3) months in advance. ~~No more than 4 months reserved at one time, no more than 3 months in advance.~~
~~11.~~12. A maximum of three (3) tennis courts may be reserved at one time; at least one (1) court will remain available for public open play.
13. Reservations for courts will have a two-day reservation maximum per week.
~~12.~~14. Pickleball courts may only be reserved Monday ~~thru~~through Friday from 11:00 a.m. to 5:00 p.m. Weekends are designated for open play only, unless a Special Event is approved by City Council or the City Manager.
~~13.~~15. Tennis shoes must be worn at all times.
~~14.~~16. ~~No~~ R~~r~~oller skating, skate boarding, bicycling~~es~~, and ~~or~~ hockey ~~allowed~~ are prohibited on courts at ~~any~~ all time~~s~~.

☐Residency verification :_____(city staff)☐Facility Inspection Verification: (city staff)
(Resident must present City of Tomball Utility Bill for verification)

INDIVIDUAL RESERVATIONS – TENNIS:
☐ RESIDENT ☐ PER COURT-2 HOUR $5.00
☐ NON-RESIDENT ☐ PER COURT-2 HOUR $10.00

INDIVIDUAL RESERVATIONS – PICKLEBALL:
☐ RESIDENT ☐ PER COURT-2 HOUR $5.00
☐ NON-RESIDENT ☐ PER COURT-2 HOUR $10.00

GROUP RESERVATIONS (TENNIS COURTS):
☐RESIDENT GROUP FEE: $150.00/group-per season (4 mos.)
☐NON-RESIDENT GROUP FEE: $170.00/group- per season (4 mos.)
☐Spring-(Feb., Mar., Apr., May) ☐Fall-(Sept., Oct., Nov., Dec.)

Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
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~~⊟*RESIDENT ⊟PER COURT 2 HOURS $5.00~~

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT	NUMBER:	EFFECTIVE DATE:	PAGE 2 OF 3~~2~~
SPORTS COURTS RESERVATION ~~POLICY~~RULES & APPLICATION	24	November 3, 2025~~NOVEMBER 7, 2022~~	
	REVISED: ~~NOVEMBER 7, 2022~~November 3, 2025	APPROVED BY CITY MANAGER: ~~NOVEMBER 7, 2022~~November 3, 2025	
	SUPERSEDES: ~~OCTOBER 3, 2022~~November 7, 2022	APPROVED BY CITY COUNCIL: ~~NOVEMBER 7, 2022~~November 3, 2025	

Contact Person: _____

Email: _____ Phone: _____

~~Business Phone:~~ _____ ~~Home phone:~~ _____ ~~Fax:~~ _____

Home Address: _____ City: _____ St. _____ Zip: _____

I have read the Sports Court Rules and Regulations. I acknowledge that I am responsible for cleaning the courts after use. If the courts are not properly cleaned or are damaged, I agree to be financially responsible for any costs incurred by the City. I also understand that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation requests for myself or the organization I represent.

~~I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or have been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.~~

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

ACKNOWLEDGEMENT: I _____ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.

*Signature*_____*Date*: _____

Confirmation of Park Reservations by signature below only.~~!~~ Application subject to a ~~24-hour~~24-hour application review period prior to approval by the City ~~Administration~~.

City of Tomball: _____(City Staff) Date: _____

PLEASE KEEP YOUR CONFIRMATION READILY AVAILABLE FOR PROOF OF RESERVATION ~~KEEP THIS FORM WITH YOU AT THE PARK!!!!!~~

~~Public Works Dept~~City of Tomball~~-~~
501 James ~~Street Tomball~~Street, Tomball, Texas, 77375~~-~~
Phone: (281) 290-1400~~,~~
~~after~~ After hours, Police ~~Dept~~Department~~.~~ Dispatch~~:~~ (281)~~-~~351-5451

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SUBJECT **SPORTS COURTS RESERVATION RULES & APPLICATION**	NUMBER: 24	EFFECTIVE DATE: November 3, 2025	PAGE 3 OF ~~2~~3
	REVISED: November 3, 2025	APPROVED BY CITY MANAGER: November 3, 2025	
	SUPERSEDES: November 7, 2022	APPROVED BY CITY COUNCIL: November 3, 2025	

Renters Information:

Organization: Type of Event (personal, league, special event):

Contact Person:

Email: Phone:

Address: City St. Zip:

Debit/ Credit Card Information:

Name on Card: Card Number:

Card Expiration: Security Code:

Address: City: St. Zip:

I have read the Sports Courts Rules and Regulations. I acknowledge that I am responsible for cleaning the courts after use. If the courts are not properly cleaned or are damaged, I agree to be financially responsible for any costs incurred by the City. I also understand that I am responsible for ensuring all rules and regulations are followed, and that any violation may result in denial of future reservation request for myself or the organization I represent.

Signature: Date:

City of Tomball: (City Staff) Date:

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City of Tomball
SPORTS COURTS RESERVATION FORM
Rules and Regulations
(281)290-1400
Fax # (281) 351-4735
Office Hours 8:00am-5:00pm Park Hours 8:00am-10:00pm

The general public may reserve tennis and pickleball courts. Reserving courts will guarantee availability. Individuals may not utilize city facilities for profit making endeavors.

Priority use of tennis courts to be given by reservation.

1. Reservations may be made by contacting Public Works. The courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the courts.
2. No glass containers.
3. No loud or abusive language.
4. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
5. No pets on the courts.
6. No littering.
7. No loud music.
8. No display or use of firearms of any kind.
9. Park closes at 10 p.m. unless previous arrangements are made.
10. Limit of four (4) persons per court, 2 hour time limit.
11. Tennis Courts will be limited to 3 courts reserved at one time; 1 court will remain for open play.
12. Reservations for courts will have a two-day reservation maximum per week.
13. **Pickleball courts may only be reserved Monday thru Friday from 11 a.m. to 5 p.m.**
14. No more than 4 months reserved at one time, no more than 3 months in advance.
15. Tennis shoes must be worn at all times.
16. No roller skating, skate boarding, bicycles or hockey allowed on courts at any time.

☐**Residency verification :_____(city staff)**

INDIVIDUAL RESERVATIONS:
☐ **RESIDENT ☐ PER COURT-2 HOUR $5.00**
☐ **NON-RESIDENT ☐ PER COURT-2 HOUR $10.00**

GROUP RESERVATIONS:
☐**RESIDENT GROUP FEE: $150.00/group per season (4 mos.)**
☐**NON-RESIDENT GROUP FEE: $170.00/group per season (4 mos.)**
☐**Spring (Feb., Mar., Apr., May) ☐Fall (Sept., Oct., Nov., Dec.)**

Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
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Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts:_____ Total Due:_____
Date Needed:_____ Time:_____ Number of Courts: Total Due:_____

Contact Person:_____ Email:_____

Business Phone:_____ Home Phone:_____ Fax:_____

Home Address:_____ City:_____ St._____ Zip:_____

I have read the Tennis Court Rules and Regulations and understand that I am responsible for cleanup. If the Tennis Courts are not cleaned up or has been damaged, I will be subject to any costs incurred by the City. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of it agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

ACKNOWLEDGEMENT: I _____ (printed name) hereby acknowledge that the solicitation of, and/or administering or receiving paid instructions, lessons, or therapy, and the sale of any merchandise at this public facility is strictly prohibited.

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*Signature*_____ *Date:* _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date:

KEEP THIS FORM WITH YOU AT THE PARK!!!!!

Public Works Department 501 James Street Tomball, Texas (281) 290-1400, after hours, Police Dept. Dispatch 281-351-5451

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Public Hearing 6:00 P.M. and Consideration of and action on Ordinance No. 2025-49, an Ordinance granting the request for annexation of a certain tract of land being a 1.9756 acre (86,058 square feet) tract of land, situated in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas; being out of and a part of lot Four Hundred and Seventy-Seven (477), of Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof, as recorded in Volume 2, Page 65, of the map records of Harris County, Texas (H.C.M.R.); said 1.9756 acre tract being out of and a part of a 1.0472 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under Harris County Clerk's File Number (H.C.C.F. No.) RP-2025-238354 and out of and a part of a 1.062 acre tract conveyed to 2S & Z Investments LLC by deed as recorded under H.C.C.F. No. RP-2025-244581; providing for a service plan; providing for severability.

Background:
2S&Z Investments LLC, a property owner within the City of Tomball's extraterritorial jurisdiction (ETJ) has formally submitted a request for voluntary annexation into the city limits. The application includes a signed annexation request form, a notarized affidavit affirming ownership and authority to initiate the process, and a detailed legal description of the property, including survey references and total acreage. The accompanying exhibit map outlines the parcel's boundaries and its relationship to adjacent properties and existing city infrastructure.

The applicant's stated intent is to bring the property under Tomball's municipal governance to access city services, align with development standards, and participate in long-term planning efforts. The annexation would allow the property to benefit from municipal utilities, public safety coverage, and zoning protections, while also contributing to the city's strategic growth objectives. The applicant's anticipated development is for office and commercial use with a proposed 15,000 square foot (sqft) masonry and steel structure at $100/sqft with a total estimated value of $1,500,000.

Origination: City Secretary

Recommendation: Conduct a public hearing and consider 1st reading of an annexation ordinance.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #_____

If no, funds will be transferred from account: #_____ To Account: #

Signed: _____ **Approved by:** _____

Staff Member Date City Manager Date

CITY OF TOMBALL
HARRIS COUNTY, TEXAS

ORDINANCE NO. 2025-49

AN ORDINANCE GRANTING THE REQUEST FOR ANNEXATION OF A CERTAIN TRACT OF LAND BEING A 1.9756 ACRE (86,058 SQUARE FEET) TRACT OF LAND, SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629, HARRIS COUNTY, TEXAS; BEING OUT OF AND A PART OF LOT FOUR HUNDRED AND SEVENTY-SEVEN (477), OF TOMBALL TOWNSITE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN VOLUME 2, PAGE 65, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS (H.C.M.R.); SAID 1.9756 ACRE TRACT BEING OUT OF AND A PART OF A 1.0472 ACRE TRACT CONVEYED TO 2S & Z INVESTMENTS LLC BY DEED AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) RP-2025-238354 AND OUT OF AND A PART OF A 1.062 ACRE TRACT CONVEYED TO 2S & Z INVESTMENTS LLC BY DEED AS RECORDED UNDER H.C.C.F. NO. RP-2025-244581; PROVIDING FOR A SERVICE PLAN; PROVIDING FOR SEVERABILITY.

WHEREAS, 2S&Z Investments, LLC, a Texas limited liability company, acting through its agent, Shan Ali, is the owner (the "Owner") of the said property described in full (the "Property") and evidenced by a General Warranty Deed and a Warranty Deed as provided in the request for annexation into the City of Tomball, attached as **Exhibit A**, and incorporated for all purposes; and

WHEREAS, the Owner has submitted said request that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, the above described tract lies within the extraterritorial jurisdiction of the City of Tomball, Texas; and

WHEREAS, Texas Local Government Code, at Section 43.0671 allows a municipality to annex an area if each owner of the land in the area requests the annexation, the municipality conducts a public hearing on the proposed annexation, and the owners and the municipality enter into a written agreement for the provision of services in the area to be annexed; and

WHEREAS, the Property does not qualify for agricultural or wildlife management use or as timber land; and

WHEREAS, on November 3, 2025, a public hearing was held at the City of Tomball City Council Chambers, at 401 Market Street, Tomball, Texas 77375, where all interested persons were provided an opportunity to be heard on the request for annexation of the Property; and

WHEREAS, the City of Tomball has agreed to provide the services set forth in **Exhibit A (pages 9 through 14)** to the proposed annexed area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. That all the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

Section 2. The request for the annexation of the Property described in Exhibit A attached hereto and incorporated herein for all purposes is hereby **GRANTED**.

Section 3. The land and territory are hereby added and annexed to the City of Tomball, Texas, and said territory hereinafter described shall hereafter be included within the boundary limits of the City of Tomball, Texas, to wit:

SEE ATTACHED (**Exhibit A**)

Section 4. That the above described territory and the area so annexed shall be a part of the City of Tomball, Texas, and the property so added hereby shall bear its pro rata part of the taxes levied by the City of Tomball, Texas, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens and shall be bound by the acts, ordinances, resolutions, and regulations of the City of Tomball, Texas.

Section 5. That the service plan attached hereto, included in **Exhibit A (pgs. 9-14)** is hereby adopted as part of the annexation of the Property described in **Exhibits A**.

Section 6. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such sections or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect.

Section 7. Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Tomball, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to all of the remainder of the area. If there is included within the general description of territory set out in this Ordinance to be annexed to the City of Tomball any lands or area which are presently part of and included within the limits of any other city or within the extraterritorial jurisdiction of any other city, or which are not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed as fully as if such excluded and excepted area were expressly described herein.

[EXECUTION PAGES TO FOLLOW]

PASSED AND **APPROVED** in Tomball, Texas this _____ day of _____, 2025.

FOR: CITY OF TOMBALL, TEXAS

_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
THOMAS HARRIS III, City Secretary

FOR: THE OWNER

_____ [SIGNATURE]

_____ [NAME]

ACKNOWLEDGEMENT

For the City

State of Texas §
County of Harris §

This instrument was executed before me on _____ 2025, by _____,
DATE NAME

_____ of the City of Tomball, a Texas municipal corporation, on behalf of
TITLE
said corporation.

[SEAL]

_____

Notary Public in and for the State of Texas

For the Owners

State of _____ §
County of _____ §

This instrument was executed before me on _____ 2025, by _____,
DATE NAME
_____ of _____, a State of _____ _____,
TITLE ORGANIZATION NAME STATE ORGANIZATION TYPE
on behalf of said organization.

[SEAL]

_____

Notary Public in and for the State of Texas

EXHIBIT A

Petition for Annexation (Pages 1 – 8)

Survey (Page 29)

Metes and Bounds (Pages 15-16)

Municipal Service Plan (Pages 9-14)

Deeds (Pages 19 – 23 and 25-28)

EXHIBIT C

Special Warranty Deed

City of Tomball
Annexation Packet: Request of Owner
Coversheet

RECEIVED BY DATE: 09/09/2025

This form is for use by a property owner that requests full-purpose annexation of a tract. If the subject tract is not individually owned and the petition is not by consent of all property owners, a different packet must be used. All property owners must consent to annexation and be signatories on the petition. **ONLY ONE OWNER NEEDS TO SUBMIT THE APPLICATION BUT ALL OWNERS MUST SIGN THE PETITION.**

The City of Tomball requires annexation as a condition of providing municipal water, wastewater and gas to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility service can be provided per the Written Agreement Regarding Services under the same conditions as for other property located within the City of Tomball.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1019 or the Community Development Department at 281-290-1405.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code. **ANNEXATION MUST BE COMPLETED PRIOR TO PROVIDING WATER, WASTEWATER AND GAS UTILITIES.**

I, the undersigned, submit this complete packet for purposes of seeking annexation into the City of Tomball.

Shan Ali (2S&Z Investments LLC)		07/07/2025
Name of Owner submitting Application	**Signature**	**Date**

- ☐ Cover sheet
- ☐ Property Owner Attestation Checklist
- ☐ Proof of Ownership
- ☐ Property Value & Anticipated Development Information Worksheet
- ☐ Petition Requesting Annexation
- ☐ Metes and Bounds Description and Map of Property (as Exhibit A)
- ☐ Written Agreement Regarding Services
- ☐ Attendance at Public Hearing (time and date to be posted)
- ☐ City Department Review Page

Submit complete application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Retain a copy for your records.

City of Tomball
Annexation Packet: Request of Owner
Property Owner Attestation Checklist

For the annexation request to be valid and complete under this application and process, the following must be true:

- [x] Property in the Extraterritorial Jurisdiction of Tomball (land is contiguous and adjacent to the City).
- [ ] The property is not appraised for ad valorem tax purposes as land for:
  - Agricultural management use; OR
  - Wildlife management use; OR
  - Timber land; OR
- [ ] The landowner declines (waives) to make a development agreement with the City.
- [ ] All landowners are in consent of and are signatories on the annexation.

These attestations will be made as part of the Petition.

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

1. Agent's Contact Information
Please list any agents acting on behalf of the annexation property owner(s) that should be notified of information pertaining to this annexation request.

Name: Shan Ali

Company Name: 2S&Z Investments LLC

Mailing Address: 15110 Mintz Ln Houston, TX 77014

Phone Number: 832-630-1758

E-mail Address: shanali1@icloud.com

(Attach a list of additional agents, if necessary.)

2. Property Addresses (List all property addresses associated with the proposed annexation property. Attach a list of additional property addresses, if necessary.)

a. 22700 Hufsmith Kohrville Tomball, TX 77375

b. TAX ID #0352960000520 and TAX ID #0352960000507

c. _____

d. _____

e. _____

f. _____

3. Nature of Existing Property
Property Location: SE corner of Hufsmith Kohrville and Weirich Rd. Number of Acres: 2+/-
Current Assessed Valuation of Land: $ 172,357.00+$199,846.00
Current Assessed Valuation of Improvements: $100+$0
Total: $372,203.00
Does this property current contain any structures?
____ Yes (continue with subsection a through d)
__X__ No (skip to #4)

a. Residential
Are there existing residential structures on the property?

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

X No (skip to b)
____ Yes (continue)
_____ Total Units
_____ Lots or _____ Acres

Number of Units by Type:
_____ Single Family
_____ Duplexes
_____ Four-Plex
_____ Patio Homes
_____ Townhouses
_____ Apartments

b. Office and Commercial
Are there existing Office or Commercial structures on the property?
X No (skip to c)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

c. Institutional
Are there existing Institutional structures on the property?
X No (skip to d)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
_____
Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

d. Industrial
Are there existing Industrial structures on the property?
__X__ No (skip to 4)
_____ Yes (continue)
Size (Sq. Ft.) _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

4. Anticipated Development
a. Platting Status (check the applicable box below)
__X__ A plat pertaining to this property **HAS BEEN** submitted to the Community Development Department for review.
_____ A plat pertaining to this property **WILL BE** submitted to the Community Development Department for review in the near future.
_____ A plat pertaining to this property **WILL NOT BE** submitted within the next six (6) months.

b. Zoning Status – NOTE: PROPERTIES ARE ANNEXED AS AGRICULTURAL ("AG") ZONING, UNLESS ZONING RECLASSIFICATION IS REQUESTED BY THE PROPERTY OWNER IN CONJUNCTION WITH ANNEXATION.

Is zoning reclassification requested in conjunction with the annexation process?
__X__ YES (ensure you contact the Community Development Department)
_____ NO

Will zoning changes be required and requested in the future to accommodate anticipated development?
_____ YES (Describe: _____ acres of _____ acres will be rezoned)
_____ NO

c. Residential
Are Residential structures anticipated on the proposed property?
__X__ NO (skip to d)
_____ YES (continue)
_____ Number of Units _____ Value of Units (individual)
_____ Number of Lots or Acres _____ Estimate Total Value
Number of Units by Type
_____ Single-Family
_____ Duplexes
_____ Four-Plex

_____ Patio Homes
_____ Townhouses
_____ Apartments

d. Office and Commercial

Are Office and/or Commercial structures anticipated on the proposed property?

_____ NO (skip to e)
__X__ YES (continue)

Size (Sq. Ft.) 15000SQFT
Unit Value ($/Sq. Ft.) $100/SQFT
Total Estimated Value $1,500,000
Structure Description Masonry and Steel Structure
Exterior Site Improvements _____
Total Site Coverage _____

e. Institutional

Are Institutional structures anticipated on the proposed property?

__X__ NO (skip to f)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

f. Industrial

Are Industrial structures anticipated on the proposed property?

__X__ NO (skip to g)
_____ YES (continue)

Size (Sq. Ft.) _____
Unit Value ($/Sq. Ft.) _____
Total Estimated Value _____
Structure Description _____
Exterior Site Improvements _____
Total Site Coverage _____

City of Tomball
Annexation Packet: Request of Owner
Property Value & Anticipated Development Information Worksheet

g. Staging of Anticipated Development (in percentages (%))

	Current Yr	Yr2	Yr3	Yr4	Yr5	Yr10	Yr20
Residential							
Office/Commercial	50%	100%					
Institutional							
Industrial							

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR AND CITY COUNCIL OF THE GOVERNING BODY OF TOMBALL, TEXAS

The undersigned owners of the hereinafter described tract of land, which represents each and every owner of the land in the area requesting annexation, hereby waive, if required, a development agreement pursuant to Section 43.016, Texas Local Government Code, and petition your honorable Body to extend the present city limits so as to include as a part of the City of Tomball, Texas, the following described territory, to wit:

[DESCRIBE THE TERRITORY COVERED BY THE PETITION IN METES AND BOUNDS. A SURVEY AND OR DESCRIPTION CAN BE ATTACHED AS A SEPARATE DOCUMENT AND REFERENCED AS AN EXHIBIT – DELETE THIS AFTER EDITS]

We certify that the above described tract of land is contiguous and adjacent to the City of Tomball, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

[USE AS MANY OR AS FEW SIGNATURE LINES AS NECESSARY FOR EACH PROPERTY OWNER – DELETE THIS AFTER EDITS]

Signed: _____

Signed: N/A

Signed: N/A

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Shan Ali N/A, and N/A, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27 day of August, 2025

MICHELLE HOLLIER
My Notary ID # 10293363
Expires August 6, 2029

Notary Public in and for Harris County, Texas

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

I. **Introduction**. This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land (the "Tract") described in metes and bounds in "Exhibit A", which is attached to the Petition, this Plan, and to the annexation ordinance which this Plan is a part.

II. **Effective Term**. This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. **Intent**. It is the intent of the City that services under this Plan shall equal the number of services and level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. **Service Programs.**

A. In General.

1. This Plan includes the following service programs: a General Services Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an

application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

3. **Extension Policy**. The following information is a summary of the City's policies respecting water, wastewater and gas service extensions. This summary is made in compliance with Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provisions of the Code of Ordinances of the City, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

B. **General Services Program**. The following services will be provided within the Tract within the period required by State law: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The General Services Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a city facility.

2. Fire Protection. The Fire Department of the City will provide fire protection to the Tract. Fire protection will be provided from a city operated Fire Station. Fire protection will remain at the current or higher level of service.

3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.

4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

7. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or

which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.

3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.

4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.

5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of

the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.

7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. **Amendment**. This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. **Force Majeure**. In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VII. **Entire Plan**. This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder of the Plan shall remain valid and in full force and effect.

SIGNATURES

For the City:	For the Property Owner:
Name [Signature]	Name [Signature]
	Shan Ali
Name [Printed]	Name [Printed]
	2S & Z INVESTMENTS LLC
Position	Company [if applicable]
	8.27.25
Date	Date

SERVICE AGREEMENT NOT VALID UNTIL SIGNED BY CITY REPRESENTATIVE AND PROPERTY HAS BEEN ANNEXED

Advance Surveying, Inc.
10518 Kipp Way Suite A-2
Houston, Texas 77099
Phone (281) 530-2939 Fax (281) 556-5464
Email: advance_survey@asi23.com
FIRM NO. 10099200

LEGAL DESCRIPTION
1.9756 ACRES (86,058 SQUARE FEET)

BEING A **1.9756 ACRE (86,058 SQUARE FEET) TRACT** OF LAND, SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NUMBER 629, HARRIS COUNTY, TEXAS; BEING OUT OF AND A PART OF LOT FOUR HUNDRED AND SEVENTY-SEVEN (477), OF TOMBALL TOWNSITE, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN VOLUME 2, PAGE 65, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS (H.C.M.R.); SAID **1.9756 ACRE TRACT** BEING OUT OF AND A PART OF A 1.0472 ACRE TRACT CONVEYED TO 2S & Z INVESTMENTS LLC BY DEED AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) RP-2025-238354 AND OUT OF AND A PART OF A 1.062 ACRE TRACT CONVEYED TO 2S & Z INVESTMENTS LLC BY DEED AS RECORDED UNDER H.C.C.F. NO. RP-2025-244581; WITH SAID **1.9756 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83):

COMMENCING AT THE ORIGINAL NORTHWEST CORNER OF SAID LOT 477, SAID POINT BEING THE NORTHWEST CORNER OF A 10-FOOT STRIP OF LAND DEEDED TO HARRIS COUNTY TO WIDEN HUFFSMITH-KOHRVILLE ROAD (WIDTH VARIES);

THENCE, NORTH 87 DEGREES 29 MINUTES 40 SECONDS EAST (CALLED SOUTH 89 DEGREES 35 MINUTES 00 SECONDS), A DISTANCE OF 44.40 FEET, TO A 1/2-INCH IRON ROD CAPPED "ADVANCE SURVEY" SET FOR THE NORTHERLY END OF A CUTBACK LINE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF SAID HUFFSMITH-KOHRVILLE ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF WEIRICH LANE (30 FEET WIDE), SAID POINT MARKING THE NORTHERLY NORTHWEST CORNER AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEGREES 29 MINUTES 40 SECONDS EAST (CALLED SOUTH 89 DEGREES 35 MINUTES 00 SECONDS EAST), A DISTANCE OF 217.78 FEET, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEIRICH LANE AND ALONG THE NORTHERLY LINE OF SAID 1.0472 ACRE TRACT, TO A 1/2-INCH IRON ROD CAPPED "ADVANCE SURVEY" SET FOR THE NORTHWEST CORNER OF A 2.117 ACRE TRACT CONVEYED TO FLOYD D. BELCHER JR. BY DEED AS RECORDED UNDER H.C.C.F. NO. 20080592656 AND THE NORTHEAST CORNER OF SAID 1.0472 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 03 DEGREES 11 MINUTES 27 SECONDS EAST (CALLED SOUTH 00 DEGREES 16 MINUTES 02 SECONDS EAST), A DISTANCE OF 359.18 FEET, ALONG THE COMMON LINE BETWEEN THE WESTERLY LINE OF SAID 2.117 ACRE TRACT AND THE EASTERLY LINE OF SAID 1.0472 AND 1.062 ACRE TRACTS AND THE HEREIN DESCRIBED TRACT, TO A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 2.117 ACRE TRACT, THE NORTHWEST CORNER OF A 2.611 ACRE TRACT CONVEYED TO RODOLFO DE LA GARZA AND WIFE, SAN JUANA DE LA GARZA, BY DEED AS RECORDED UNDER H.C.C.F. NO. G075793, THE NORTHEAST CORNER OF A 1.078 ACRE TRACT CONVEYED TO RODOLFO DE LA GARZA AND WIFE, SAN JUANA DE LA GARZA, BY DEED AS RECORDED UNDER H.C.C.F. NO. J878418, AND THE SOUTHEAST CORNER OF SAID 1.062 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEGREES 29 MINUTES 35 SECONDS WEST (CALLED NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST), A DISTANCE OF 247.63 FEET, ALONG THE COMMON LINE BETWEEN THE NORTHERLY LINE OF SAID 1.078 ACRE TRACT AND THE SOUTHERLY LINE OF SAID 1.062 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, TO A 1/2-INCH IRON ROD CAPPED "ADVANCE SURVEY" SET IN THE EASTERLY LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, SAID POINT MARKING THE NORTHWEST CORNER OF SAID 1.078 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

Advance Surveying, Inc.
10518 Kipp Way Suite A-2
Houston, Texas 77099
Phone (281) 530-2939 Fax (281) 556-5464
Email: advance_survey@asi23.com
FIRM NO. 10099200

THENCE, NORTH 00 DEGREES 51 MINUTES 34 SECONDS WEST, A DISTANCE OF 268.04 FEET, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, TO A 1/2-INCH IRON ROD CAPPED "ADVANCE SURVEY" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 01 DEGREE 49 MINUTES 53 SECONDS EAST, A DISTANCE OF 80.33 FEET, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID HUFFSMITH-KOHRVILLE ROAD, TO A 1/2-INCH IRON ROD CAPPED "ADVANCE SURVEY" SET FOR THE SOUTHERLY END OF SAID CUTBACK LINE, SAID POINT MARKING THE SOUTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 44 DEGREES 06 MINUTES 21 SECONDS EAST, A DISTANCE OF 16.21 FEET, ALONG SAID CUTBACK LINE, TO THE POINT OF BEGINNING AND CONTAINING WITHIN THESE METES AND BOUNDS **1.9756 ACRES OR 86,058 SQUARE FEET** OF LAND.

09-03-25

HENRY M. SANTOS
R.P.L.S. NO. 5450
STATE OF TEXAS

WEIRICH LN
MAHAFFEY

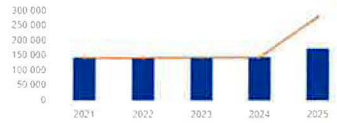
Powered by Esi

Click on any property on the map to view values and property information.

22700 HUFSMITH KOHRVILLE RD
)MBALL, TX 77375
:esidential

:count: 0352960000520
ame: FB REALITY HOLDINGS LLC
ailing Address: 21175 STATE HIGHWAY 249 UNIT 370
OUSTON, TX 77070-1655

Valuation History



$ Valuations	Certified
Land:	$273,642
Improvement:	$5,151
Market:	$278,793
Appraised:	$172,357

iFile a protest
Value Notice

Compare Valuations

urisdictions/Exemptions

District	Jurisdictions	Exemption Value	2024 Rate	2025 Rate
)17	KLEIN ISD		1.011900	0.000000
)40	HARRIS COUNTY		0.385290	0.000000
)41	HARRIS CO FLOOD CNTRL		0.048970	0.000000
)42	PORT OF HOUSTON AUTHY		0.006150	0.000000
)43	HARRIS CO HOSP DIST		0.163480	0.000000
)44	HARRIS CO EDUC DEPT		0.004799	0.000000
)45	LONE STAR COLLEGE SYS		0.107600	0.000000
565	HC ESD 15		0.048810	0.000000
579	HC EMERG SERV DIST 8		0.097754	0.000000

xemption Type : None

Property Details

Legal Description	TR 477A TOMBALL OUTLOTS
Land	45,607 SF
Living Area	1,008 SF

Fiduciary

None

Status

Value Notice Date: Apr 21, 2025
Deadline to file a protest: May 21, 2025
ARB Status: Certified - Aug 22, 2025

ocation

State Class Code	Neighborhood	Neighborhood Name	Market Area	Map Facet	Key Map	Neighborhood Group
A2 -- Real, Residential, Mobile Homes	2745	M/R	320 -- ISD 17 - Klein ISD	4871C	289K	17001

Additional Links

Same Street Name
Appraisal Review Board (ARB) Status
Property Owners Website
Property Tax Database

and Details

.ine	Land Use	Unit type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
					Market Value Land						
1	2001 -- Res Improved Override SF1 -- Primary SF	SF	45,607	1.00	1.00	1.00	--	1.00	06	6.00	273,642

RP-2025-238354
06/23/2025 ER $37.00

GF#2544157

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: June 20, 2025

Grantor: FB Reality Holdings, LLC, a Texas limited liability company

Grantor's Mailing Address:

FB Reality Holdings, LLC
21175 Tomball Pkwy. #370
Houston, Harris County, TX 77070

Grantee: 2S & Z Investments LLC, a Texas limited liability company

Grantee's Mailing Address:

2S & Z Investments LLC
15110 Mintz Ln.
Houston, Harris County, TX 77014

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Being a portion of Tomball Outlot 477 in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, as recorded in Volume 2, Page 65 of the Harris County Map Records, and being more particularly described by metes and bounds as follows:

COMMENCING at the original Northwest corner of said Outlot 477, said point being the Northwest corner of a 10 foot strip of land deeded to Harris County to widen Huffsmith-Kohrville Road;

THENCE South 89° 35' 00" East along the north line of said 10 foot strip, a distance of 10.00 feet to a point, said point being the point of intersection of the east right-of-way line of Huffsmith-Kohrville Road as it now exists, and the south right-of-way line of a 30 foot public road as it now exists, said point also being the northwest corner and POINT OF BEGINNING of herein described Tract 1;

THENCE South 89° 35' 00" East along the south right-of-way line of said 30 foot public road, a distance of 252.18 feet to a point, said point being the northeast corner

RP-2025-238354

STEWART TITLE /48/ JM

of said Outlot 477 and herein described Tract 1;

THENCE South 00° 16' 02" East along the east line of said Outlot 477, a distance of 179.59 feet to a point said point being the southeast corner of herein described Tract 1;

THENCE North 89° 35' 00" West a distance of 255.86 feet to a point in the west line of said Outlot 477 and the east right-of-way line of Huffsmith-Kohrville Road as it now exists, said point also being the southwest corner of herein described Tract 1;

THENCE North 00° 54' 30" East along the east right-of-way line of Huffsmith-Kohrville Road as it now exists and the west line of said Outlot 477, a distance of 179.59 feet to the POINT OF BEGINNING and containing 1.047 acres of land, more or less;

together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting the Property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from the Property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to the Property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit the Property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of the Property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the Property and (d) any and all reversionary interests in and to the Property. Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vi) and (viii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

All of the matters listed or contained in Exhibit "A" labelled "Permitted Encumbrances" which is attached hereto, incorporated herein and made a part hereof for all purposes, to the full extent same are valid and subsisting and affect the Property. Property taxes for 2025 have been prorated between the parties and Grantee assumes and agrees to pay same.

RP-2025-238354

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, **GRANTS, SELLS** and **CONVEYS** to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

FB REALITY HOLDINGS, LLC, a Texas limited liability company

By: _____
Floyd F. Belcher, Jr., Member

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on June 20, 2025, by Floyd F. Belcher, Jr., Member of FB Reality Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

JANE K. MATHEWS
Notary Public, State of Texas
Commission Expires 01-21-2028
Notary ID 3607822

PREPARED IN THE OFFICE OF:
Anthony T. Sortino, Attorney
500 W. Main Street
Tomball, Texas 77375

RP-2025-238354

Exhibit A
Permitted Encumbrances

1. Easement, Right of Way and/or Agreement dedicated to the City of Tomball for public utility purposes by instrument dated October 25, 2002, filed October 28, 2002, recorded in/under County Clerk's File No. W177412 of the Official Public Records of Harris County, Texas and shown on survey dated February 24, 2025, prepared by Henry M. Santos R.P.L.S No. 5450.
2. Easement, Right of Way and/or Agreement granted to the County of Harris, by instrument dated August 01, 2016, filed September 29, 2016, recorded in/under County Clerk's File No. RP-2016-439475 of the Official Public Records of Harris County, Texas and shown on survey dated February 24, 2025, prepared by Henry M. Santos R.P.L.S No. 5450.
3. 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted as the same are set forth in instrument recorded in/under Volume 971, Page 495 of the Deed Records of Harris County, Texas. Surface rights not waived therein. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. 1/4th of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted as the same are set forth in instrument recorded in/under Volume 1440, Page 439 of the Deed Records of Harris County, Texas. Surface rights not waived therein. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Oil, gas and mineral lease dated April 12, 1933, recorded in/under Volume 226, Page 84 of the Contract Records of Harris County, Texas in favor of R. B. Wherry, and assigned to Humble Oil & Refining Company by instrument dated May 5, 1933 and recorded in/under Volume 226, Page 83 of the Contract Records of Harris County, Texas.
6. Oil, gas and mineral lease dated March 28, 1953, recorded in/under Volume 741, Page 583 of the Contract Records of Harris County, Texas in favor of Chas. B. Mahaffey.
7. Any and all Zoning Ordinances or proposed ordinances including those by the City of Tomball, Texas.
8. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in as a Permitted Encumbrance or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
9. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in as a Permitted Encumbrance or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
10. Any rights, easements, interests or claims which may exist by reason of encroachments and/or protrusions, as reflected on survey drawing made by Henry M. Santos R.P.L.S No. 5450, dated February 24, 2025, in Job No. 0213772-25-01:
    i. Encroachment of curb and ditch into 20' wide utility easement

RP-2025-238354

RP-2025-238354

Pages 5

06/23/2025 08:23 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $37.00

RP-2025-238354

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

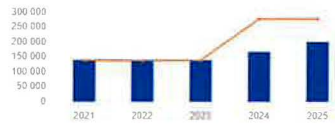
Powered by Esı

Click on any property on the map to view values and property information.

ı 0 HUFSMITH KOHRVILLE RD
)MBALL, TX 77375
:ommercial

:count: 0352960000507
ame: AROTTO PROPERTIES LTD
ailing Address: C/O ALFRED OTTOLIND
'225 HUFSMITH KOHRVILLE RD TOMBALL, TX 77375-8368

Valuation History



$ Valuations **Certified**

Land:	$277,566
Improvement:	$0
Market:	$277,566
Appraised:	$199,846

File a protest
Value Notice

Compare Valuations

Jurisdictions/Exemptions

District	Jurisdictions	Exemption Value	2024 Rate	2025 Rate
)17	KLEIN ISD		1.011900	0.000000
)40	HARRIS COUNTY		0.385290	0.000000
)41	HARRIS CO FLOOD CNTRL		0.048970	0.000000
)42	PORT OF HOUSTON AUTHY		0.006150	0.000000
)43	HARRIS CO HOSP DIST		0.163480	0.000000
)44	HARRIS CO EDUC DEPT		0.004799	0.000000
)45	LONE STAR COLLEGE SYS		0.107600	0.000000
565	HC ESD 15		0.048810	0.000000
579	HC EMERG SERV DIST 8		0.097754	0.000000

xemption Type : None

Property Details

Legal Description	TR 477C TOMBALL OUTLOTS
Land	46,261 SF
Building Area	0 SF
Building Class	
Units	0
Net Rentable Area	0

Fiduciary

None

Status

Value Notice Date: Apr 21, 2025
Deadline to file a protest: May 21, 2025
ARB Status: Certified - Aug 22, 2025

ocation

State Class Code	Neighborhood	Neighborhood Name	Market Area	Map Facet	Key Map
C2 -- Real, Vacant Commercial	9521.08	FM 2978 Interior Tracts	320 -- ISD 17 - Klein ISD	4871C	289K

Additional Links

Same Street Name
Appraisal Review Board (ARB) Status
Property Owners Website
Property Tax Database

and Details

.ine	Land Use	Unit type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
					Market Value Land						
1	8001 -- Land Neighborhood Section 1 4300 -- General Commercial Vacant	SF	46,261	1.00	1.00	1.00	--	1.00	06	6.00	277,566

RP-2025-244581
06/25/2025 ER $33.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed

Date: June 24, 2025

Grantor: AROTTO PROPERTIES, LTD., a Texas limited partnership

Grantor's Mailing Address:

17510 Colony Creek Dr.
Spring, TX 77379

Grantee: 2S & Z Investments, LLC, a Texas limited liability company

Grantee's Mailing Address:

15110 Mintz Ln.
Houston, TX 77014

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

1.062 acres of land, more or less, out of a portion of Lot Four Hundred Seventy-Seven (477), TOMBALL TOWNSITE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 65, Map Records, Harris County, Texas, being out of the Jesse Pruitt Survey, Abstract No. 629, Harris County, Texas, being that same property conveyed in General Warranty Deed to JAMM Properties, Ltd. dated October 15, 2007, recorded under Clerk's File No. 20070630699, Official Public Records, Harris County, Texas,; subject property being more particularly described by a metes and bonds description in Exhibit "A" attached hereto and made a part hereof

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or

RP-2025-244581

not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

AROTTO PROPERTIES, LTD., a Texas limited partnership
By: RAAA Management, Inc., a Texas corporation,
Its General Partner

By: Angela Cassady, President
Angela Cassady, President

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June 24, 2025, by Angela Cassady, President of RAAA Management, Inc., a Texas corporation, General Partner of Arotto Properties, Ltd., a Texas limited partnership.

Susan B. Strickland
My Commission Expires
5/1/2029
Notary ID 3726891

Susan B Strickland
Notary Public, State of Texas

Independence Title/GF# 2443970 -HLAF ~~MMHD~~

RP-2025-244581

RP-2025-244581

Exhibit "A"

C & C Surveying, Inc.
7424 F.M. 1488, Suite A
Magnolia, Texas 77354
Office: 281-259-4377 Metro: 281-356-5172 Metro Fax: 281-356-1935

Metes and Bounds

1.062 Acres
Out of and part of Lot 477, of TOMBALL TOWNSITE
Jesse Pruitt Survey, Abstract Number 629
Harris County, Texas

Being a 1.062 acre tract of land situated in the Jesse Pruitt Survey, Abstract Number 629, of Harris County, Texas, and being the same land described in deed recorded in Clerk's File Number G-151313, of the Real Property Records of Harris County, Texas, and being out of and part of Lot 477, of TOMBALL TOWNSITE, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 65, of the Map Records of Harris County, Texas; said 1.062 acres being more particularly described as follows with all bearings based on the recorded deed;

D

BEGINNING at a 5/8 inch iron rod, found for the Northeast corner of the herein described tract, common with the Southeast corner of a called 1.047 acre tract described in Clerk's File Number W-716867, of said Real Property Records, same being in the East line of said Lot 477, the West line of Lot 478, of said TOMBALL TOWNSITE, and the West line of a called 2.117 acre tract described in Clerk's File Number 2007-0259762, of said Real Property Records, and proceeding;

THENCE S 00°16'02" E, a distance of 179.59 feet, along the East line of the herein described tract, common with the East line of Lot 477, the West line of Lot 478, and the West line of the 2.117 acre tract, to a point for the Southeast corner of the herein described tract, common with the Southwest corner of the 2.117 acre tract, the Northeast corner of a called 1.078 acre tract described in deed recorded in Clerk's File Number J-878418, and the Northwest corner of a called 2.611 acre tract described in deed recorded in Clerk's File Number G-075793, both of said Real Property Records, and from which a 3/8 inch iron rod, found for reference, bears N 46°43'06" E, 0.96 feet;

THENCE N 89°35'00" W, a distance of 259.54 feet, along the South line of the herein described tract, common with North line of the 1.078 acre tract and severing Lot 477, to an iron rod with survey cap, set for the Southwest corner of the herein described tract, common with the Northwest corner of the 1.078 acre tract, same being in the East right-of-way line of Huffsmith Kohrville Road;

THENCE N 00°54'10" E, a distance of 179.59 feet, along the West line of the herein described tract, common with the East right-of-way line of Huffsmith Kohrville Road, to an iron rod with survey cap, set for the Northwest corner of the herein described tract, common with the Southwest corner of the 1.047 acre tract;

THENCE S 89°35'00" E, a distance of 255.86 feet, along the North line of the herein described tract, common with the South line of the 1.047 acre tract, back to the **POINT OF BEGINNING** and containing 1.062 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated October 4, 2007.

Steven L. Crews, Registered Professional Land Surveyor, Number 4141
07-0519
10/04/07

STATE OF TEXAS
REGISTERED
STEVEN L. CREWS
4141
PROFESSIONAL
LAND SURVEYOR

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 18 2007

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2025-244581
Pages 4
06/25/2025 04:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $33.00

RP-2025-244581

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

CALLED 9.575 ACRE
LUCILLE E. LEWIS
H.C.C.F. NO.
RP-2017-572840

CALLED 1.000 ACRES
FB REALITY HOLDINGS, LLC
H.C.C.F. NO.
RP-2020-8465

CALLED 2.993 ACRES
GABRIEL AGUIRRE
H.C.C.F. NO. U535286

NORTH
0 30' 60' 90' 120'
SCALE: 1" = 60'

WEIRICH LANE
(30' R.O.W.)
(VOL. 2, PG. 65 H.C.M.R.)

N87°29'40"E 217.78'

SET 1/2 C.I.R
(ADVANCE SURVEY)

SET 1/2 C.I.R
(ADVANCE SURVEY)

256.75'

TOMBALL
CITY LIMITS

LOT 1, BLOCK 1
HUFFSMITH-KOHRVILLE
PLAZA
F.C. NO. 704215 H.C.M.R.

HUFFSMITH - KOHRVILLE ROAD
(WIDTH VARIES)
H.C.C.F. NO. W749580
H.C.C.F. NO. 2016-362075
H.C.C.F. NO. 2016-439475
FILM CODE NO. 620122
H.C.M.R.

N01°49'53"E
80.33'

CALLED 1.047 ACRES
2S & Z INVESTMENTS, LLC
H.C.C.F. NO.
RP-2025-238354

S03°11'27"E 359.18'

1.9756 ACRES
(86,058 SQ. FT.)

CALLED 2.117 ACRES
FLOYD D. BELCHER JR.
H.C.C.F. NO. 20080592656

JESSE PRUITT SURVEY
A-629

N00°51'34"W 268.04'

CALLED 1.062 ACRES
2S & Z INVESTMENTS, LLC
H.C.C.F. NO.
RP-2025-244581

RESTRICTED RESERVE "A",
BLOCK 2
PERSIMMON PROPERTIES
F.C. NO. 679815 H.C.M.R.

LOT 1, BLOCK 1
HUFFSMITH-2978 REPLAT
NO. 1
F.C. NO. 693798 H.C.M.R.

SET 1/2 C.I.R
(ADVANCE SURVEY)

S87°29'35"W 247.63'

FND. 1/2" I.R.
C.M.

CALLED 1.078 ACRE
RODOLFO DE LA GARZA
AND WIFE
SAN JUANA DE LA GARZA
H.C.C.F. NO. J878418

CALLED 2.611 ACRE
RODOLFO DE LA GARZA
AND WIFE
SAN JUANA DE LA GARZA
H.C.C.F. NO. G075793

ANNEXATION OWNERSHIP
TRACT 1: CALLED 1.047 ACRES
FB REALITY HOLDINGS, LLC
TO
2S & Z INVESTMENTS LLC
15110 MINTZ LN
HOUSTON, TEXAS 77014

TRACT 2: CALLED 1.062 ACRES
ARROTO PROPERTIES, LTD.,
A TEXAS LIMITED PARTNERSHIP
TO
2S & Z INVESTMENTS LLC
15110 MINTZ LN
HOUSTON, TEXAS 77014

NOTE:
THIS EXHIBIT WAS PREPARED USING RECORDED SUBDIVISION MAPS AND RECORDED DEEDS AND DOES NOT REPRESENT AN ON THE GROUND SURVEY.

EXHIBIT
CITY OF TOMBALL , TEXAS

PROPOSED ANNEXATION OF
1.9756 ACRES
WITHIN HARRIS COUNTY
GENERAL LOCATION
NORTH OF MCHAFFEY RD
EAST OF HUFSMITH-KOHRVILLE RD
SOUTH OF WEIRICH RD
HARRIS COUNTY, TEXAS

JOB NO.: 0714040-25-01 | DATE:09-03-2025 | SCALE: 1"=60'

ADVANCE SURVEYING, INC. 10518 KIPP WAY SUITE A-2 HOUSTON, TEXAS 77099 FIRM NO. 10099200

RP-2025-238354
06/23/2025 ER $37.00

GF#2544157

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: June 20, 2025

Grantor: FB Reality Holdings, LLC, a Texas limited liability company

Grantor's Mailing Address:

FB Reality Holdings, LLC
21175 Tomball Pkwy. #370
Houston, Harris County, TX 77070

Grantee: 2S & Z Investments LLC, a Texas limited liability company

Grantee's Mailing Address:

2S & Z Investments LLC
15110 Mintz Ln.
Houston, Harris County, TX 77014

Consideration:

Cash and other good and valuable consideration.

Property (including any improvements):

Being a portion of Tomball Outlot 477 in the Jesse Pruitt Survey, Abstract Number 629, Harris County, Texas, as recorded in Volume 2, Page 65 of the Harris County Map Records, and being more particularly described by metes and bounds as follows:

COMMENCING at the original Northwest corner of said Outlot 477, said point being the Northwest corner of a 10 foot strip of land deeded to Harris County to widen Huffsmith-Kohrville Road;

THENCE South 89° 35' 00" East along the north line of said 10 foot strip, a distance of 10.00 feet to a point, said point being the point of intersection of the east right-of-way line of Huffsmith-Kohrville Road as it now exists, and the south right-of-way line of a 30 foot public road as it now exists, said point also being the northwest corner and POINT OF BEGINNING of herein described Tract 1;

THENCE South 89° 35' 00" East along the south right-of-way line of said 30 foot public road, a distance of 252.18 feet to a point, said point being the northeast corner

RP-2025-238354

STEWART TITLE /48/ JM

of said Outlot 477 and herein described Tract 1;

THENCE South 00° 16' 02" East along the east line of said Outlot 477, a distance of 179.59 feet to a point said point being the southeast corner of herein described Tract 1;

THENCE North 89° 35' 00" West a distance of 255.86 feet to a point in the west line of said Outlot 477 and the east right-of-way line of Huffsmith-Kohrville Road as it now exists, said point also being the southwest corner of herein described Tract 1;

THENCE North 00° 54' 30" East along the east right-of-way line of Huffsmith-Kohrville Road as it now exists and the west line of said Outlot 477, a distance of 179.59 feet to the POINT OF BEGINNING and containing 1.047 acres of land, more or less;

together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting the Property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from the Property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to the Property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit the Property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of the Property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the Property and (d) any and all reversionary interests in and to the Property. Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vi) and (viii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

All of the matters listed or contained in Exhibit "A" labelled "Permitted Encumbrances" which is attached hereto, incorporated herein and made a part hereof for all purposes, to the full extent same are valid and subsisting and affect the Property. Property taxes for 2025 have been prorated between the parties and Grantee assumes and agrees to pay same.

RP-2025-238354

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, **GRANTS, SELLS** and **CONVEYS** to Grantee all of Grantor's interest in the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

FB REALITY HOLDINGS, LLC, a Texas limited liability company

By: _____
Floyd F. Belcher, Jr., Member

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on June 20, 2025, by Floyd F. Belcher, Jr., Member of FB Reality Holdings, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC, STATE OF TEXAS

JANE K. MATHEWS
Notary Public, State of Texas
Commission Expires 01-21-2028
Notary ID 3607822

PREPARED IN THE OFFICE OF:
Anthony T. Sortino, Attorney
500 W. Main Street
Tomball, Texas 77375

RP-2025-238354

Exhibit A
Permitted Encumbrances

1. Easement, Right of Way and/or Agreement dedicated to the City of Tomball for public utility purposes by instrument dated October 25, 2002, filed October 28, 2002, recorded in/under County Clerk's File No. W177412 of the Official Public Records of Harris County, Texas and shown on survey dated February 24, 2025, prepared by Henry M. Santos R.P.L.S No. 5450.
2. Easement, Right of Way and/or Agreement granted to the County of Harris, by instrument dated August 01, 2016, filed September 29, 2016, recorded in/under County Clerk's File No. RP-2016-439475 of the Official Public Records of Harris County, Texas and shown on survey dated February 24, 2025, prepared by Henry M. Santos R.P.L.S No. 5450.
3. 1/2 of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted as the same are set forth in instrument recorded in/under Volume 971, Page 495 of the Deed Records of Harris County, Texas. Surface rights not waived therein. There may be leases, grants, exceptions or reservations of interests that are not listed.
4. 1/4th of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same are excepted as the same are set forth in instrument recorded in/under Volume 1440, Page 439 of the Deed Records of Harris County, Texas. Surface rights not waived therein. There may be leases, grants, exceptions or reservations of interests that are not listed.
5. Oil, gas and mineral lease dated April 12, 1933, recorded in/under Volume 226, Page 84 of the Contract Records of Harris County, Texas in favor of R. B. Wherry, and assigned to Humble Oil & Refining Company by instrument dated May 5, 1933 and recorded in/under Volume 226, Page 83 of the Contract Records of Harris County, Texas.
6. Oil, gas and mineral lease dated March 28, 1953, recorded in/under Volume 741, Page 583 of the Contract Records of Harris County, Texas in favor of Chas. B. Mahaffey.
7. Any and all Zoning Ordinances or proposed ordinances including those by the City of Tomball, Texas.
8. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in as a Permitted Encumbrance or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
9. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in as a Permitted Encumbrance or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
10. Any rights, easements, interests or claims which may exist by reason of encroachments and/or protrusions, as reflected on survey drawing made by Henry M. Santos R.P.L.S No. 5450, dated February 24, 2025, in Job No. 0213772-25-01:
    i. Encroachment of curb and ditch into 20' wide utility easement

RP-2025-238354

RP-2025-238354

Pages 5

06/23/2025 08:23 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees $37.00

RP-2025-238354

RECORDERS MEMORANDUM
This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

COUNTY CLERK
HARRIS COUNTY, TEXAS

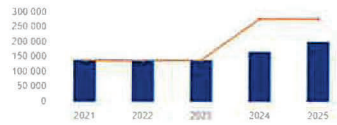
Powered by Esı

Click on any property on the map to view values and property information.

0 HUFSMITH KOHRVILLE RD
)MBALL, TX 77375
:ommercial

:count: 0352960000507
ame: AROTTO PROPERTIES LTD
ailing Address: C/O ALFRED OTTOLIND
'225 HUFSMITH KOHRVILLE RD TOMBALL, TX 77375-8368

Valuation History



$ Valuations	Certified
Land:	$277,566
Improvement:	$0
Market:	$277,566
Appraised:	$199,846

File a protest
Value Notice

Compare Valuations

Jurisdictions/Exemptions

District	Jurisdictions	Exemption Value	2024 Rate	2025 Rate
)17	KLEIN ISD		1.011900	0.000000
)40	HARRIS COUNTY		0.385290	0.000000
)41	HARRIS CO FLOOD CNTRL		0.048970	0.000000
)42	PORT OF HOUSTON AUTHY		0.006150	0.000000
)43	HARRIS CO HOSP DIST		0.163480	0.000000
)44	HARRIS CO EDUC DEPT		0.004799	0.000000
)45	LONE STAR COLLEGE SYS		0.107600	0.000000
565	HC ESD 15		0.048810	0.000000
579	HC EMERG SERV DIST 8		0.097754	0.000000

xemption Type : None

Property Details

Legal Description	TR 477C TOMBALL OUTLOTS
Land	46,261 SF
Building Area	0 SF
Building Class	
Units	0
Net Rentable Area	0

Fiduciary

None

Status

Value Notice Date: Apr 21, 2025
Deadline to file a protest: May 21, 2025
ARB Status: Certified - Aug 22, 2025

ocation

State Class Code	Neighborhood	Neighborhood Name	Market Area	Map Facet	Key Map
C2 -- Real, Vacant Commercial	9521.08	FM 2978 Interior Tracts	320 -- ISD 17 - Klein ISD	4871C	289K

Additional Links

Same Street Name
Appraisal Review Board (ARB) Status
Property Owners Website
Property Tax Database

and Details

.ine	Land Use	Unit type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
					Market Value Land						
1	8001 -- Land Neighborhood Section 1 4300 -- General Commercial Vacant	SF	46,261	1.00	1.00	1.00	--	1.00	06	6.00	277,566

RP-2025-244581
06/25/2025 ER $33.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed

Date: June 24, 2025

Grantor: AROTTO PROPERTIES, LTD., a Texas limited partnership

Grantor's Mailing Address:

17510 Colony Creek Dr.
Spring, TX 77379

Grantee: 2S & Z Investments, LLC, a Texas limited liability company

Grantee's Mailing Address:

15110 Mintz Ln.
Houston, TX 77014

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Property (including any improvements):

1.062 acres of land, more or less, out of a portion of Lot Four Hundred Seventy-Seven (477), TOMBALL TOWNSITE, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 2, Page 65, Map Records, Harris County, Texas, being out of the Jesse Pruitt Survey, Abstract No. 629, Harris County, Texas, being that same property conveyed in General Warranty Deed to JAMM Properties, Ltd. dated October 15, 2007, recorded under Clerk's File No. 20070630699, Official Public Records, Harris County, Texas,; subject property being more particularly described by a metes and bonds description in Exhibit "A" attached hereto and made a part hereof

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or

RP-2025-244581

not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

AROTTO PROPERTIES, LTD., a Texas limited partnership
By: RAAA Management, Inc., a Texas corporation,
Its General Partner

By: Angela Cassady, President
Angela Cassady, President

STATE OF TEXAS)

COUNTY OF HARRIS)

This instrument was acknowledged before me on June 24, 2025, by Angela Cassady, President of RAAA Management, Inc., a Texas corporation, General Partner of Arotto Properties, Ltd., a Texas limited partnership.

Susan B. Strickland
My Commission Expires
5/1/2029
Notary ID 3726891

Susan B Strickland
Notary Public, State of Texas

Independence Title/GF# 2443970 -HLAF ~~MMHD~~

RP-2025-244581

RP-2025-244581

Exhibit "A"

C & C Surveying, Inc.
7424 F.M. 1488, Suite A
Magnolia, Texas 77354
Office: 281-259-4377 Metro: 281-356-5172 Metro Fax: 281-356-1935

Metes and Bounds

1.062 Acres
Out of and part of Lot 477, of TOMBALL TOWNSITE
Jesse Pruitt Survey, Abstract Number 629
Harris County, Texas

Being a 1.062 acre tract of land situated in the Jesse Pruitt Survey, Abstract Number 629, of Harris County, Texas, and being the same land described in deed recorded in Clerk's File Number G-151313, of the Real Property Records of Harris County, Texas, and being out of and part of Lot 477, of TOMBALL TOWNSITE, a subdivision in Harris County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 65, of the Map Records of Harris County, Texas; said 1.062 acres being more particularly described as follows with all bearings based on the recorded deed;

BEGINNING at a 5/8 inch iron rod, found for the Northeast corner of the herein described tract, common with the Southeast corner of a called 1.047 acre tract described in Clerk's File Number W-716867, of said Real Property Records, same being in the East line of said Lot 477, the West line of Lot 478, of said TOMBALL TOWNSITE, and the West line of a called 2.117 acre tract described in Clerk's File Number 2007-0259762, of said Real Property Records, and proceeding;

THENCE S 00°16'02" E, a distance of 179.59 feet, along the East line of the herein described tract, common with the East line of Lot 477, the West line of Lot 478, and the West line of the 2.117 acre tract, to a point for the Southeast corner of the herein described tract, common with the Southwest corner of the 2.117 acre tract, the Northeast corner of a called 1.078 acre tract described in deed recorded in Clerk's File Number J-878418, and the Northwest corner of a called 2.611 acre tract described in deed recorded in Clerk's File Number G-075793, both of said Real Property Records, and from which a 3/8 inch iron rod, found for reference, bears N 46°43'06" E, 0.96 feet;

THENCE N 89°35'00" W, a distance of 259.54 feet, along the South line of the herein described tract, common with North line of the 1.078 acre tract and severing Lot 477, to an iron rod with survey cap, set for the Southwest corner of the herein described tract, common with the Northwest corner of the 1.078 acre tract, same being in the East right-of-way line of Huffsmith Kohrville Road;

THENCE N 00°54'10" E, a distance of 179.59 feet, along the West line of the herein described tract, common with the East right-of-way line of Huffsmith Kohrville Road, to an iron rod with survey cap, set for the Northwest corner of the herein described tract, common with the Southwest corner of the 1.047 acre tract;

THENCE S 89°35'00" E, a distance of 255.86 feet, along the North line of the herein described tract, common with the South line of the 1.047 acre tract, back to the **POINT OF BEGINNING** and containing 1.062 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated October 4, 2007.

Steven L. Crews, Registered Professional Land Surveyor, Number 4141
07-0519
10/04/07

STATE OF TEXAS
REGISTERED
STEVEN L. CREWS
4141
PROFESSIONAL
LAND SURVEYOR

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in the number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

OCT 18 2007

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2025-244581
Pages 4
06/25/2025 04:04 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $33.00

RP-2025-244581

RECORDERS MEMORANDUM
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THE STATE OF TEXAS
COUNTY OF HARRIS
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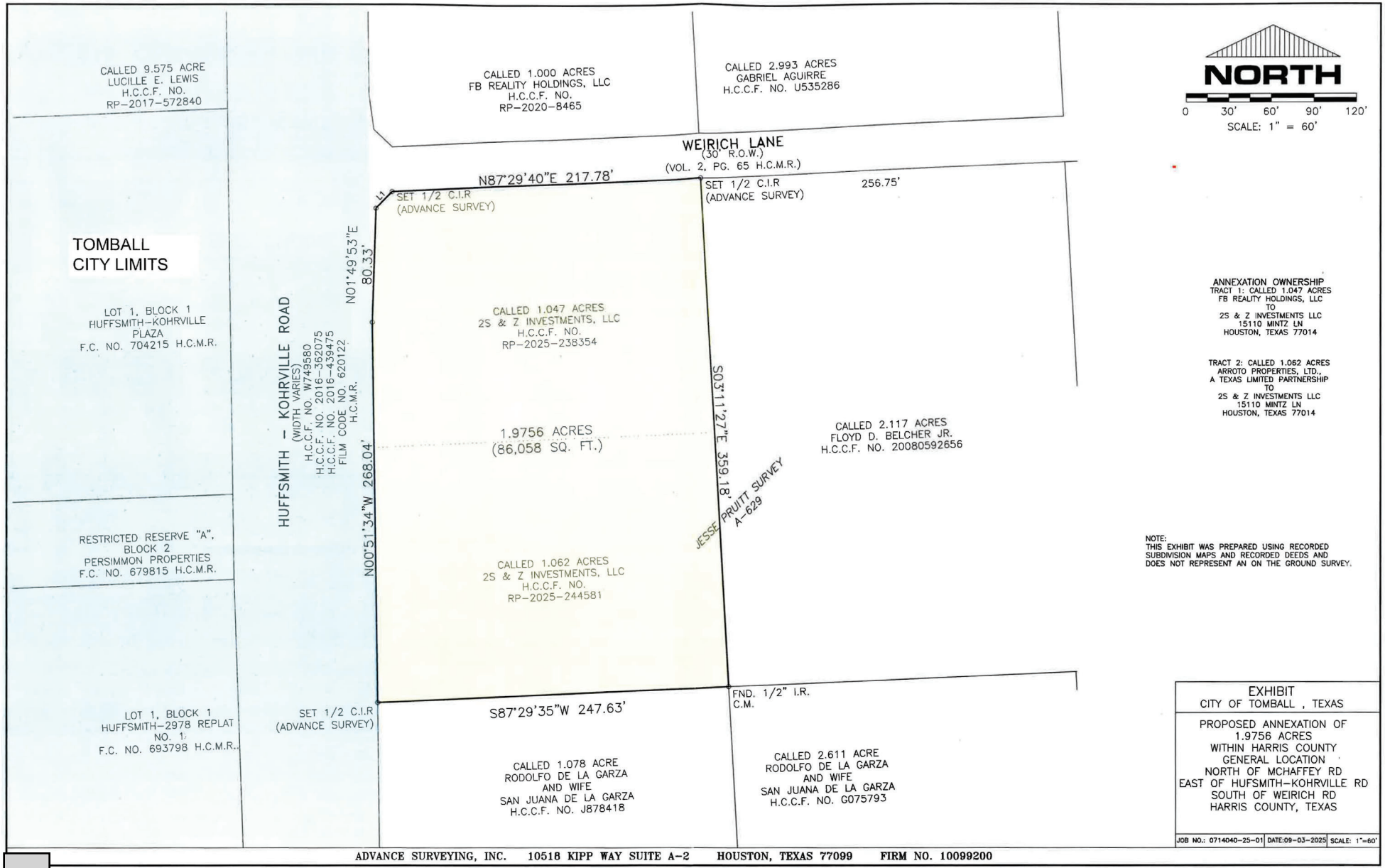
COUNTY CLERK
HARRIS COUNTY, TEXAS


CALLED 9.575 ACRE
LUCILLE E. LEWIS
H.C.C.F. NO.
RP-2017-572840
CALLED 1.000 ACRES
FB REALITY HOLDINGS, LLC
H.C.C.F. NO.
RP-2020-8465
CALLED 2.993 ACRES
GABRIEL AGUIRRE
H.C.C.F. NO. U535286
WEIRICH LANE
(30' R.O.W.)
(VOL. 2, PG. 65 H.C.M.R.)
NORTH
0 30' 60' 90' 120'
SCALE: 1" = 60'
TOMBALL
CITY LIMITS
N87°29'40"E 217.78'
SET 1/2 C.I.R
(ADVANCE SURVEY)
SET 1/2 C.I.R
(ADVANCE SURVEY)
256.75'
L1
N01°49'53"E
80.33'
HUFFSMITH - KOHRVILLE ROAD
(WIDTH VARIES)
H.C.C.F. NO. W749580
H.C.C.F. NO. 2016-362075
H.C.C.F. NO. 2016-439475
FILM CODE NO. 620122
H.C.M.R.
LOT 1, BLOCK 1
HUFFSMITH-KOHRVILLE
PLAZA
F.C. NO. 704215 H.C.M.R.
CALLED 1.047 ACRES
2S & Z INVESTMENTS, LLC
H.C.C.F. NO.
RP-2025-238354
1.9756 ACRES
(86,058 SQ. FT.)
S03°11'27"E 359.18'
JESSE PRUITT SURVEY
A-629
CALLED 2.117 ACRES
FLOYD D. BELCHER JR.
H.C.C.F. NO. 20080592656
N00°51'34"W 268.04'
RESTRICTED RESERVE "A",
BLOCK 2
PERSIMMON PROPERTIES
F.C. NO. 679815 H.C.M.R.
CALLED 1.062 ACRES
2S & Z INVESTMENTS, LLC
H.C.C.F. NO.
RP-2025-244581
FND. 1/2" I.R.
C.M.
S87°29'35"W 247.63'
LOT 1, BLOCK 1
HUFFSMITH-2978 REPLAT
NO. 1
F.C. NO. 693798 H.C.M.R.
SET 1/2 C.I.R
(ADVANCE SURVEY)
CALLED 1.078 ACRE
RODOLFO DE LA GARZA
AND WIFE
SAN JUANA DE LA GARZA
H.C.C.F. NO. J878418
CALLED 2.611 ACRE
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SAN JUANA DE LA GARZA
H.C.C.F. NO. G075793
ANNEXATION OWNERSHIP
TRACT 1: CALLED 1.047 ACRES
FB REALITY HOLDINGS, LLC
TO
2S & Z INVESTMENTS LLC
15110 MINTZ LN
HOUSTON, TEXAS 77014
TRACT 2: CALLED 1.062 ACRES
ARROTO PROPERTIES, LTD.,
A TEXAS LIMITED PARTNERSHIP
TO
2S & Z INVESTMENTS LLC
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HOUSTON, TEXAS 77014
NOTE:
THIS EXHIBIT WAS PREPARED USING RECORDED
SUBDIVISION MAPS AND RECORDED DEEDS AND
DOES NOT REPRESENT AN ON THE GROUND SURVEY.
EXHIBIT
CITY OF TOMBALL , TEXAS
PROPOSED ANNEXATION OF
1.9756 ACRES
WITHIN HARRIS COUNTY
GENERAL LOCATION
NORTH OF MCHAFFEY RD
EAST OF HUFSMITH-KOHRVILLE RD
SOUTH OF WEIRICH RD
HARRIS COUNTY, TEXAS
JOB NO.: 0714040-25-01 DATE:09-03-2025 SCALE: 1"=60'
ADVANCE SURVEYING, INC. 10518 KIPP WAY SUITE A-2 HOUSTON, TEXAS 77099 FIRM NO. 10099200

2S&Z Investments LLC: Consent Annexation Application

October 6, 2025

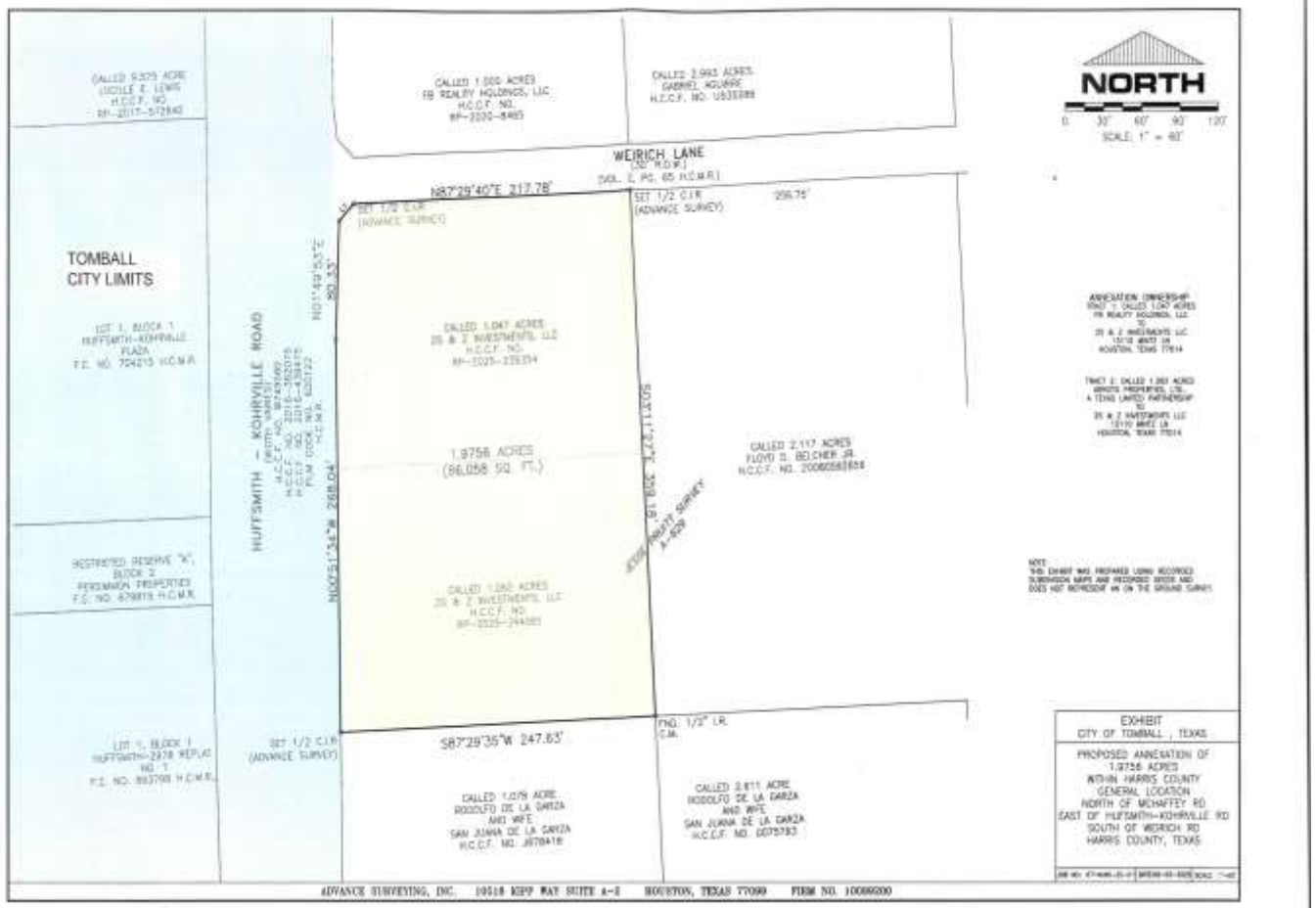
Presented by: City Secretary's Office, Community Development, Police, Fire, and Public Work

Introduction & Purpose

- **Purpose**: Request for full-purpose annexation of 1.9756 acres (two tracts) into the City of Tomball, Harris County, Texas
- **Applicant:** 2S&Z Investments LLC (Shan Ali, Owner)
- **Location**: North of Mahaffey Rd, east of Hufsmith-Korhville Rd, south of Weirich Rd
- **Legal Basis**: Chapter 43, Texas Local Government Code (Annexation Procedures)

Property Overview

- **Tract 1**: 1.047 acres (formerly FB Reality Holdings LLC, now 2S & Z Investments LLC)
- **Tract 2**: 1.062 acres (formerly Arotto Properties, Ltd., now 2S & Z Investments LLC)
- **Combined Area**: 1.9756 acres (86,058 sq. ft.)
- **Legal Descriptions**: Provided by Advance Surveying, Inc. (see Exhibit A)
- **Proof of Ownership**: Warranty deeds and metes & bounds included in application



2S & Z Investments LLC

Application Completeness & Compliance

- **All Owners Consent**: All property owners have signed the petition
- **Contiguity**: Property is contiguous and adjacent to current Tomball city limits
- **ETJ Status**: Located within Tomball's Extraterritorial Jurisdiction (ETJ)
- **No Agricultural/Timber/Wildlife Appraisal**: Not appraised for those uses
- **Waiver of Development Agreement**: Owners waive right to a development agreement

Anticipated Development

- **Current Use**: Vacant land, no existing structures
- **Platting**: Applicant has contacted to Community Development for platting process
- **Zoning**: Request for zoning reclassification in conjunction with annexation (default is AG unless otherwise requested)
- **Planned Use**: 15,000 sq. ft. office/commercial building (masonry & steel), estimated value $1.5 million

Municipal Service Plan

- **General Services**: Police, fire, solid waste, water, wastewater, gas, street maintenance, parks, and other city services to be provided at levels comparable to similar areas in Tomball
- **Capital Improvements**: No immediate proposed capital improvements planned; all infrastructure at cost of developer
- **Service Extension Policy**: Developers responsible for extending water, wastewater, and gas lines to city trunk lines

Council Actions & Staff Recommendation

- Council Action:
  1. **Order a Public Hearing** : As required by Texas Local Government Code, a public hearing must be held to receive comments on the proposed annexation
  2. **First Reading of Annexation Ordinance**: Conduct the first reading of the ordinance to annex the subject property
  3. **Post-Hearing Steps**: Second reading and adoption of the ordinance at a subsequent meeting
- Staff Recommendation:
  - Proceed with ordering the public hearing and first reading of the annexation ordinance as the application is complete and compliant with Texas law and city policy

Questions & Comments

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve the Appointment, by the City Manager, of Sakura Moten as Assistant City Manager, effective November 17, 2025.

Background:

As required under our Home Rule Charter, Sec. 7.02 the City Manager, with the approval of the Council, shall appoint the Assistant City Manager and such assistants as the Council shall deem advisable.

I have full faith that Sakura will be a great asset to our city.

Origination: David Esquivel, City Manager

Recommendation:

Approve the Appointment of Sakura Moten as Assistant City Manager.

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve Resolution No. 2025-55, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2026 General Assembly.

Background:

The Houston-Galveston Area Council requests this appointment annually. Each member home rule city under 25,000 population as of the most recent Census is entitled to designate one representative and one alternate to the H-GAC General Assembly.

H-GAC has requested designation of the City's representatives no later than November 18th.

Origination:

Recommendation:

Approve Resolution No. 2025-55, Designating Representative and Alternate Representative for H-GAC 2026 General Assembly.

Party(ies) responsible for placing this item on agenda: Thomas Harris III, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: #

If no, funds will be transferred from account # _____ To account #

Signed Jessica Rogers Approved by

Staff Member Date City Manager Date

RESOLUTION NO. 2025-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, FOR THE DESIGNATION OF ITS REPRESENTATIVE AND ALTERNATE FOR THE HOUSTON-GALVESTON AREA COUNCIL 2026 GENERAL ASSEMBLY

* * * * * * *

BE IT RESOLVED, by the Mayor and City Council of Tomball, Texas, that _____, Councilman, Position __, of the City of Tomball, be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2026.

FURTHER, that the Official Alternative authorized to serve as the voting representative should the hereinabove named representative is unable to attend, become ineligible, or should he/she resign, is _____, Councilman, Position ___, of the City of Tomball.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 3RD DAY OF NOVEMBER 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

_____
Lori Klein Quinn
Mayor

ATTEST:

_____
Thomas Harris III
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Approve changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

Background:

In August 2019, the City of Tomball adopted an updated Rules and Regulations policy for City parks to establish clear standards for public use, facility reservations, and maintenance responsibilities. The policy was designed to ensure that City parks are safe, well-maintained, and available for the enjoyment of all residents and visitors. Key provisions addressed included park hours, reservation procedures, restricted activities, and responsibilities of individuals or organizations using the City facilities.

Since adoption, staff have identified areas where updates are necessary to align the policy with current practices and ensure consistency in application. The proposed revisions provide grammatical and formatting updates for clarity, along with adjustments to reservation procedures, rules for specific amenities such as tennis and pickleball courts, and cleanup and damage responsibilities.

Origination: Project Management

Recommendation:

Staff recommends approving changes to Administrative Policy No. 26, Rules and Regulations for City of Tomball Parks.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: Various

If no, funds will be transferred from account # _____ To account # _____

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

Summary of Proposed Changes – Administrative Policy No. 26

Plant Life

- Updated “shrub” to “shrubs”

Fires, Smoking

- Removed propane barbeque pits and replaced with charcoal barbeque pits.
- Section revised for improved grammatical structure and readability to ensure content is clear.

Glass Beverage Containers

- Added language to include prohibiting glass containers from all City parks.

Special Conditions/Restrictions Pertaining to the Use and Consumption of Alcoholic Beverages

- Updated section to include authorization of City Council for a Special Event for consumption of alcoholic beverages in the park.

Reservations

- Section revised for improved grammatical structure and readability to ensure content is clear.

Dumping and Littering

- Section revised for improved grammatical structure and readability to ensure content is clear.

Special Provisions

- General:
  - Updated language to prohibit items that create litter in the park such as water balloons, poppers, piñatas, and similar items.
  - Updated language to prohibit water recreation activities such as water slides, and inflatable pools.
- Railroad Depot Gazebo:
  - Updated name to reflect gazebo only, as that is the only facilities that may be rented.
- Juergens Park:
  - Clarified that reservations apply to the pavilion only.
  - Specified that vehicles may not remain parked inside the park during a reservation.
- Jerry Matheson Park:
  - Clarified that reservations apply to the pavilion only.
  - Added requirement for reservations including pool use to contact the Pool Manager in advance to confirm availability.

Enforcement

- Added language to specify Parks Superintendent.

Severability

- Section revised for improved grammatical structure and readability to ensure content is clear.

Offenses

- Section revised for improved grammatical structure and readability to ensure content is clear.

Effective Date

- Revised section to remove the adopted and repeal date and clarify that the rules become effective upon City Council approval.

CITY OF TOMBALL ADMINISTRATIVE POLICIES, RULES AND PROCEDURES			
SUBJECT **RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS**	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 1 OF 9
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	SUPERSEDES: August 5, 2019	APPROVED BY CITY COUNCIL: November 3, 2025	

RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS

Except as specifically noted, these Rules and Regulations apply to all parks located within the City of Tomball, unless given prior written approval by the City Manager or designee.

DEFINITIONS

As used in these Rules and Regulations:

a) **Abandon** means a person giving up custody of an animal without making arrangements for another person to assume custody.
b) **Alcoholic Beverage** means any beverage containing more than one-half of one percent (.5%) of alcohol by volume, which is suitable for use as a beverage, either alone or diluted.
c) **Animal** means a domesticated living creature (e.g., cat, dog, chicken, or rabbit) or a wild living creature previously captured.
d) **City Manager or designee** means any administrator of the City of Tomball authorized to make decisions on behalf of City Council.
e) **Explosive** means any chemical compound or mixture that is commonly used or intended for the purpose of producing an explosion.
f) **Light truck** means any truck with a manufacturer's rated carrying capacity not to exceed two thousand (2,000) pounds and is intended to include those trucks commonly known as pickup trucks, panel delivery trucks, carryall trucks, and vans.
g) **Park** means a property owned, operated, or maintained by the City for recreation and enjoyment by the general public.
h) **Parks Superintendent** (Superintendent) means the individual named or designated as a Park Superintendent or Park Manager by the City Manager to which the rules are being applied.
i) **Peace Officer** means a peace officer as defined in Article 2.12 of the Texas Code of Criminal Procedure, as amended.
j) **Person** means any individual, group of individuals, organization, corporation, or other legal entity, but does not include the City.
k) **Pet** means a domesticated animal kept for pleasure rather than utility.
l) **Road** means any road maintained or controlled by the City for public passage for vehicles within a park.
m) **Special Event** means a non-routine organized activity intended for more than 100 individuals to share a common purpose as a group.
n) **Truck** means a motor vehicle designed, used, or maintained primarily to transport property.
o) **Vehicle** means every device in, upon, or by which any individual or property may be transported or drawn upon a road, except a device moved by human power.

p) **Weapon** means those objects defined as weapons or prohibited weapons in Chapter 46 of the Texas Penal Code.
q) **Wildlife** means living creatures that are neither human nor domesticated.

PARK USE

No person shall use a park, or any area or facility therein, for any purpose other than for the purpose for which it was designed or designated. Any activity that will disrupt the normal purpose of the park is prohibited.

PARK HOURS OF OPERATION

No person shall enter into or remain within a park at any time other than during such time as the park is open to the public as designated on the sign posted at or near the entrance of the park, unless given prior written approval by the City Manager or designee.

VEHICLES

(a) No person shall operate a vehicle within a park except on the roads or parking lots therein. Operation of a vehicle on the shoulder of the road will be permitted only if the driver is parking on the shoulder of the road or is driving a previously parked vehicle from the shoulder of the road to the paved portion of the road. This provision does not apply to park maintenance or patrol vehicles.
(b) No person shall operate a truck within a park, other than a light truck (e.g., pickup truck, panel delivery truck, carryall truck, or van) or a truck making deliveries of materials, supplies, and equipment purchased or rented by the City.
(c) No person shall operate a vehicle in a park at a speed in excess of the posted speed limit.
(d) No person shall cause a vehicle to be parked within a park, except in a designated parking area. Vehicles parked on the shoulder of a road in designated areas must be parked parallel to the road and shall not impede the flow of traffic.
(e) No person shall leave a vehicle within a park after-hours unless approval is granted by the City Manager or designee. Vehicles remaining within a park for which approval has not been granted will be towed at the owner's expense.

WILDLIFE

(a) No person shall willfully harm, harass, disturb, trap, confine, catch, possess, feed, hunt, release, or remove any wildlife within a park, without specific authority from the City Manager or designee.
(b) Fishing in accordance with State of Texas laws and regulations shall be permitted within all parks, except as specifically prohibited.

SUBJECT	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 3 OF 9
RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS	REVISED: November 3, 2025	APPROVED BY CITY MANAGER: November 3, 2025	
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PLANT LIFE

No person shall willfully destroy or remove any tree, ~~shrub~~shrubs, vine, wildflower, grass, fern, moss, leaves, cones, dead or downed wood, or any other plant life within a park without the consent of or under the direct supervision of the City Manager or designee.

FIRES, SMOKING

Except in designated areas, no person may light, build, or maintain a fire within a park other than within a camp stove or barbecue pit; only ~~propane~~ charcoal barbeque pits may be utilized ~~inside of~~in the parks. Smoking of tobacco products shall be confined to ~~those areas~~ designated smoking areas.~~for such in the park.~~

If a burn ban is in effect, no fires or smoking will be allowed, except during special events and in facilities with a preapproved fire prevention plan reviewed by the ~~City of~~ Tomball Fire Marshal.

WEAPONS

The constitution and laws of the State of Texas, and those of the United States of America, govern the possession of Weapons within a park.

EXPLOSIVES

No person may possess gunpowder or other combustibles, explosives, or fireworks within a park. This provision does not apply to gasoline and other petroleum products in fuel tanks of motor vehicles, propane or petroleum products intended to be used as fuel for cooking, or petroleum products used to power an electric generator.

ANIMALS

No person may bring into or possess in a park any animal other than a dog or domestic cat. Any person bringing a dog or domestic cat into a park shall keep the animal confined to a vehicle or secured by a leash not exceeding six (6) feet in length (including retractable leashes), maintain control of the animal at all times and maintaining a safe distance from people and other animals in the park.

No person shall abandon an animal in a park.

GLASS BEVERAGE CONTAINERS

No person shall use or possess any glass containers in any City park.

METAL DETECTORS

No person may bring into or possess in any park any metal detector unless the operator has specifically contracted with the City for survey, discovery, excavation, restoration, demolition, or study.

SPECIAL CONDITIONS/RESTRICTIONS PERTAINING TO THE USE AND CONSUMPTION OF ALCOHOLIC BEVERAGE

No person shall possess or consume an alcoholic beverage in a park, except in compliance with the special conditions and restrictions noted below:

(a) Alcoholic beverages may be consumed only if authorized by a Special Events Application and approved by City Council. ~~in the concessionaire's agreement or rental contract, or if approved by City Council.~~

RESERVATIONS

~~Any person may reserve a pavilion or other designated park facility (e.g., tennis courts, baseball fields) by completing the Park Reservation Application, in its entirety, and submitting it to the Public Works Administrative Assistant. Use of a pavilion or other park facility will be approved on a first come, first served basis. A deposit is not required for the reservation of the facilities but a credit card must be placed on file to be charged for any damages resulting from the reservation; cardholders will be contacted before any such charges are completed.~~

~~Upon verification of the completed application and required documents, if any, payment shall be made for the reservation of the City facility; rental fee is non-refundable. The park grounds are public areas and are not subject to rental; the City will not restrict others from entering the park as long as they are not within the rented area and interfering with renter's event.~~

~~Requests should be made at least ten (10) business days prior to the proposed use, but no person, except a concessionaire who has contracted with the City, shall be entitled to continuous, exclusive use of a park or park facility.~~

Pavilions and other designated park facilities (e.g., tennis courts and ~~,~~ pickleball courts) may be reserved by submitting a fully completed **Park Reservation Application or** Sports Court Reservation Application to the Public Works Administrative Assistant. Reservations are approved on a **first-come, first-served** basis.

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A deposit is not required; however, a valid credit card must be placed on file. The cardholder will be contacted prior to any charges assessed for damages resulting from the reservation.

Upon verification of the application and any required documents, payment of the applicable rental fee is due. Rental fees are **non-refundable**. The park grounds remain public space and are not subject to reservation. The City will not restrict general public access to areas outside of the rented facility, provided such access does not interfere with the reserved event.

Reservation requests should be submitted at least **ten (10) business days** prior to the proposed date of use. Continuous or exclusive use of a park or park facility is not permitted, except as provided in a concessionaire agreement authorized by the City.

USE OF LOUDSPEAKERS

The use of loudspeakers within a park shall be governed by sections 42.01(a)(5) and (c) of the Texas Penal Code, *Disorderly Conduct*, or as referenced in the City of Tomball Code of Ordinance Chapter 18, Article IV.

DUMPING AND LITTERING

~~The disposal of rubbish in any manner other than by depositing it in trash cans provided for this purpose; the willful destruction of or damage to or theft of City property; the creation of any hazard to persons or things; and the climbing upon plant bedding areas or any part of a public building are prohibited. No person shall bring into a park any trash, refuse, or waster material.~~

~~All litter and debris from an event must be disposed of from the rented area, landscaping and surrounding areas. If waste will not fit within the trash receptacles located at the reserved facility it must be removed.~~

The disposal of trash, refuse, or waste in any manner other than in designated receptacles is prohibited. Willful destruction, damage, or theft of City property, creating hazards to persons or property, and climbing on landscaping, plant beds, or public buildings are strictly prohibited. No outside trash, refuse, or waste material may be brought into a City park. Following an event, all litter and debris must be removed from the reserved area, surrounding grounds, and landscaping; if the volume of waste exceeds the capacity of onsite receptacles, the renter is responsible for removing the excess from the premises.

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SOLICITATIONS AND SALE OF GOODS AND SERVICES

The solicitation or sale of goods and services, or the seeking of donations for a cause, is prohibited unless the person receives the prior written approval of City Council.

CAMPING

No person shall engage in overnight camping in a park.

SPECIAL EVENTS

No person shall solicit for, hold, or sponsor a special event in a park or park facility without the prior written permission of the City Manager or designee, who shall require the provision of liability insurance, if needed, with the City named as insured.

In addition, the person or organization may be required to employ and have on site to provide security at least one uniformed Texas certified Peace Officer for the first 300 attendees or fraction thereof, and at least one additional such peace officer for each additional 250 attendees or fraction thereof, depending on the type and size of the special event. Security, as well as other details of the event, is to be coordinated with the appointed department as determined by the City facility being utilized. All special events must meet with the City Special Events Team, unless otherwise directed by City staff. Applicants requesting to use a City park facility for a special event that is intended to raise money must provide proof of 501 (c) (3) nonprofit tax exemptions and/or Medical Trust Fund Documents from bank. Admission cannot be charged and solicitation of park users who are not participating in the event is not allowed, unless the person or organization receives the prior written consent of City Council.

SPECIAL RULES FOR SPECIFIC PARK FACILITIES

Each park facility may develop rules and regulations that address problems specific to that facility, which shall be in writing and approved by City Council. All persons shall comply with the rules and regulations posted for individual facilities or special events.

SPECIAL PROVISIONS

The following special provisions apply only to the ~~parks designated~~designated parks:

- *All City Parks*:
  - No unaccompanied children under the age of 12.
  - Weddings and parties are allowed with approval through reservation. All party favors containing paper, confetti, rice, silly string, glitter or other filling which is designed to pop/break/shatter or otherwise burst and litter are prohibited.
  - A person may not operate a drone or model aircraft in a park except in a specifically designated area, and the drone or model aircraft must remain in the operator's line of sight.
  - Generators, balloons, and/or moonwalks allowed; moonwalks shall require Liability Insurance from the company supplying the equipment with the City listed as an additional insured.
  - ~~o~~
  - ~~Piñatas and water recreation activities are not allowed in parks unless for special events or as approved by City Council or staff.~~
  - Items that create litter in the parks, including water balloons, poppers, piñatas, and similar items, are prohibited in all City parks.
  - Water recreation activities such as water slides, inflatable pools, etc. are prohibited from all City Parks.
  - No loud or abusive language.
  - Bicycles, skates, and skateboards ~~allowed~~are allowed, except on courts.
  - Pets allowed.
  - No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
  - Items are prohibited from being driven or staked into the ground.
- *Railroad Depot ~~Plaza &~~ Gazebo:*
  - Reservations are for the Gazebo only.
  - Renters must provide their own tables and chairs.
- *Juergens Park:*
  - Reservations are for the pavilion only.
  - Renters may obtain keys to the interior of the park but area is to be used for temporary access for setup and clean up, no cars shall remain parked during the reservation~~.~~
- *Jerry Matheson Park*
  - Reservation is for the pavilion only.
  - Reservations that intend to use the pool must contact the Pool Manager in advance to confirm availability for their party.
- *Theis Attaway Nature Center:*
  - Catch and Release Fishing only.

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- No cast nets permitted.

SUBJECT **RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS**	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 8 OF 9
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- *Broussard Community Park:*
  - Catch and Release Fishing only.
  - No cast nets permitted.
  - Soccer fields are maintained through a contract and if not in use by league soccer are open to the public and may not be rented.

PARK SIGNS

All persons shall comply with signs and markers installed, or caused to be installed, in the parks.

EFFECT ON EXISITING LAW

These Rules and Regulations are supplementary to all applicable federal, state, and municipal laws and do not replace or override any such provisions in effect within the park.

ENFORCEMENT

The Parks Superintendent or his designee shall be authorized to remove any person who violates any of these Rules and Regulations from the park. In addition to removal from the park, charges may be filed against a violator under subsections of the Texas Penal Code or City of Tomball Code of Ordinances.

SEVERABILITY

~~The provisions of these Rules and Regulations are severable. If any word, phrase, clause, sentence, section, provision, or part of these Rules and Regulations should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the City Council that these Rules and Regulations would have been adopted as to the remaining portions, regardless of the invalidity of any part.~~

The provisions of these Rules and Regulations are severable. If any part is found to be invalid or unconstitutional, the remaining provisions shall continue in full force and effect. It is the intent of the City Council that these Rules and Regulations would have been adopted even without the invalid portion.

AMENDMENTS

These Rules and Regulations may be amended at any time at the discretion of the City Council.

POSTING

These Rules and Regulations shall be posted on the City website.

SUBJECT **RULES AND REGULATIONS FOR CITY OF TOMBALL PARKS**	NUMBER: 26	EFFECTIVE DATE: ~~8/5/2019~~ November 3, 2025	PAGE 9 OF 9
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OFFENSES

~~In accordance with the~~Pursuant to the Texas Penal Code and City of Tomball Code of Ordinances, any violation of these Rules and Regulations may be ~~punishable~~subject to penalty.

EFFECTIVE DATE

These Rules and Regulations shall become effective ~~on August 5, 2019~~upon approval by the City Council. All previously adopted rules and regulations are superseded and repealed ~~effective the same date~~.

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: November 3, 2025

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney's duty requires to be discussed in closed session

- Sec. 551.072 – Deliberations regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Background:

Origination: David Esquivel, City Manager

Recommendation:

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: Shannon Bennett **Approved by:**

10/24/25 _____

Staff Member Date City Manager Date