

**NOTICE OF REGULAR CITY COUNCIL
CITY OF TOMBALL, TEXAS**



**Monday, December 04, 2023
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, December 04, 2023 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 856 4996 4061 Passcode: 800086** . The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

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

Tidy Up Tomball:
2023 Update

Upcoming Events:

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

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

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

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

F. New Business

1. Approve the Minutes of the November 20, 2023, Special and Regular City Council Meetings.
2. Approve the rollover of outstanding Fiscal Year 2022-2023 purchase orders to Fiscal Year 2023-2024.
3. Adopt On First and Final Reading, Ordinance No. 2023-53, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2023; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto
4. Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *(Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182) (11701 Holderrieth Rd., HCAD 0410260020004)*
5. Adopt, on First Reading, Ordinance 2023-52, an Ordinance of the City of Tomball, Texas, extending the city limits of said City to include all of the territory within certain limits and boundaries and annexing to the City of Tomball all of the territory within such limits and boundaries; approving a service plan for all of the area within such limits and boundaries; containing other provisions relating to the subject; and providing a savings and severability clause *(being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182; said 12.114 acre tract being more particularly described by metes*

and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83)[11701 Holderrieth Rd, HCAD 0410260020004]

6. Approve a services agreement with DXI Industries, Inc. for the purchase of chlorine and sulfur dioxide gas for water treatment for Fiscal Year 2024, for a not-to-exceed amount of \$225,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 budget.
7. Approve a contract with B&C Constructors, LP for the renovations to the City of Tomball Administrative Services Building through a IGPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$98,628.68, 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 FY 2023-2024 Budget.
8. Approve Resolution 2023-55, a Resolution of the City Council of the City of Tomball, Texas, Amending Tow Truck Rotation Company Fees – Vehicle Storage Fees in the Master Fee Schedule for Fiscal Year 2023-2024, and Providing an Effective Date.
9. Approve, on First Reading, Resolution No. 2023-46-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 The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
10. Approve, on First Reading, Resolution No. 2023-50-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 T & R Harmon, LLC DBA Craving Kernels to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 702 South Persimmon Street, Unit 3A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,820.00.
11. Approve, on First Reading, Resolution No. 2023-53-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 Headquarters TOO, 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 development and construction of a 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$102,459.00.

12. Approve, on First Reading, Resolution No. 2023-54-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 First Community Credit Union 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 development and construction of a Banking and Financial Services office building to be located at 26902 TX-249 in the City of Tomball, Texas. The estimated amount of expenditures for such Project is an amount not to exceed \$64,721.00.

13. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is an amount not to exceed \$522,000.00.

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

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

Sec. 551.072 – Deliberations regarding Real Property

G. 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 30th day of November 2023 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia
Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

- **Upcoming Events:**

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

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Sasha Luna, 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 # _____

City Council Meeting Agenda Item Data Sheet

Meeting Date: 12/4/2023

Topic:

Approve the Minutes of the November 20, 2023, Special and Regular City Council meetings.

Background:

Origination: City Staff

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Sasha Luna, Assistant City Secretary

FUNDING (IF APPLICABLE)

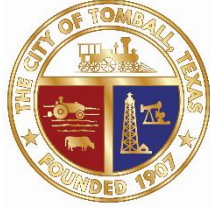
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

| | | | |
|--------|-------------------|-------------|--------------|
| Signed | <u>Sasha Luna</u> | Approved by | _____ |
| | Staff Member | | City Manager |
| | Date | | Date |

**MINUTES OF SPECIAL CC MEETING - WORKSHOP UTILITY RATE
STUDY
CITY OF TOMBALL, TEXAS**



**Monday, November 20, 2023
5:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 20, 2023, 5:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor Pro Tem D. Townsend, Sr. called the meeting of the City of Tomball Council to order at 5:30 p.m.

PRESENT

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

ABSENT

Mayor Lori Klein Quinn (Excused)

OTHERS PRESENT

City Manager - David Esquivel
City Attorney - Loren Smith (via Zoom)
Assistant City Manager - Jessica Rogers
Assistant City Secretary - Sasha Luna
Records Specialist - Fae Morris
Public Works Director - Drew Huffman
Project Manager - Meagan Mageo
Police Captain - Brandon Patin
Finance Director – Katherine Tapscott
IT Support Tech - Sam Walton

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

C. New Business

1. The Tomball City Council will enter into a workshop for a presentation, discussion and possible action regarding the Utility Rate Study.

Presentation was received from Consultants Dan Jackson and Jillian Raines - Willdan

D. Adjournment

Motion made by Council 2 Stoll, Seconded by Council 5 Parr.

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

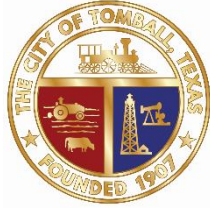
Motion carried unanimously.

PASSED AND APPROVED this 4th day of December, 2023.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

MINUTES OF REGULAR CITY COUNCIL CITY OF TOMBALL, TEXAS



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

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for November 20, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor Pro Tem D. Townsend, Sr. called the meeting of the City of Tomball Council to order at 6:20 p.m.

PRESENT

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

ABSENT

Mayor Lori Klein Quinn (Excused)

OTHERS PRESENT

City Manager - David Esquivel
City Attorney - Loren Smith (via Zoom)
Assistant City Manager - Jessica Rogers
Assistant City Secretary - Sasha Luna
Records Specialist - Fae Morris
Public Works Director - Drew Huffman
Project Manager - Meagan Mageo
Police Captain - Brandon Patin
Police Lieutenant - Chris Burns
Director of Community Development - Craig Meyers
Director of Marketing & Tourism - Chrislord Templonuevo
IT Support Tech - Sam Walton
Community Center Manager - Rosalie Dillon

- B. Invocation - Led by Pastor Craig Gilbert - Rose Hill Methodist Church
- C. Pledges to U.S. and Texas Flags led by Councilman John Ford

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

Bruce Hillegeist
20339 Telge Road - In-Kind services and Introduction of Miss Tomball
Tomball, 77377

Barbara Anderson
14243 Turnervine Drive - In opposition of item F.1. Ordinance No. 2023-43
Tomball, 77375

Marilyn O'Neal
14235 Turnervine Drive - In opposition of item F.1. Ordinance No. 2023-43
Tomball, 77375

E. Reports and Announcements

1. Announcements

I. Upcoming Events:

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

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

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

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

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

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2023-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 48.95 acres of land legally described as being all of Lots

1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 1 Ford to amend motion to include entry and exit compliances.

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

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to adopt, on amended motion Second Reading, Ordinance No. 2023-43.

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

Motion carried unanimously.

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

Motion made by Council 2 Stoll, Seconded by Council 5 Parr to adopt, on Second Reading, Ordinance No. 2023-46.

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

Motion carried unanimously.

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

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin to adopt, on Second Reading, Ordinance No. 2023-47.

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

Motion carried unanimously.

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

authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

7. Approve a services agreement renewal with Sun Coast Resources, Inc. for the purchase of diesel fuel and gasoline for City vehicles and equipment for a not to exceed amount of \$394,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 budget.

Motion made by Council 2 Stoll, Seconded by Council 3 Dunagin to approve New Business Consent Agenda.

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

Motion carried unanimously.

H. New Business

Item H.1. was discussed prior to the items listed under the Old Business Agenda.

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

Motion made by Council 1 Ford to amend motion to include HMF Americana, LLC. taking over the maintenance cost of the detention pond for 10 years.

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

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 2 Stoll to approve on amended motion, agreement with HMF Americana, LLC.

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

Motion carried 3 votes yea, 2 votes nay.

2. Consideration, discussion, and possible action regarding Code Enforcement.
3. Approve Resolution No. 2023-52, A Resolution of The City Council of the City of Tomball, Texas, casting its ballot for the election of a person to the Board of Directors of the Harris Central Appraisal District.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr for the City Council of the City of Tomball to cast its ballot for Mike Sullivan to serve as member of the Board of Directors of the Harris Central Appraisal District.

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

Motion carried unanimously.

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

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

- Mayor Pro Tem Townsend, Sr. called the PH to order at 7:27 pm.

Christian Goedde
19910 Tidy Tips Ln. - Developer
Spring, 77379

- Hearing no further comments Mayor Pro Tem Townsend, Sr. closed PH at 7:31 pm.

Adopt, on First Reading, Ordinance No. 2023-49, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 12.11 acres of land legally described as being a portion of the Elizabeth Smith Survey, Abstract No. 70 and the C.N. Pilot Survey, Abstract 632 from Agricultural (AG) to Light Industrial (LI). The property is located at 11701 Holderrieth Road, within Harris County, Texas; providing for the

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

Motion made by Council 5 Parr, Seconded by Council 2 Stoll to read by caption Ordinance No. 2023-49.

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

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 1 Ford to adopt, on First Reading, Ordinance No. 2023-49.

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

Motion carried unanimously.

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

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

- Mayor Pro Tem Townsend, Sr. called the PH to order at 7:36 pm.

Paul Garcia
12211 Zion Rd. - In opposition of Zoning Case Z23-17
Tomball, 77375

Garrett Garcia
12211 Zion Rd. - In opposition of Zoning Case Z23-17
Tomball, 77375

Scott Burrer
Sendero Ventures LLC
26410 Oak Ridge Dr. #108 - Developer
The Woodlands, 77380

Juan Sanchez
Sendero Ventures LLC
26410 Oak Ridge Dr. #108 - Developer
The Woodlands, 77380

- Hearing no further comments Mayor Pro Tem Townsend, Sr. closed PH at 7:45 pm.

Adopt, on First Reading, Ordinance No. 2023-50, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.06 acres of land legally described as being a portion of the John Smith Survey, Abstract No. 730 from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 5 Parr, Seconded by Council 2 Stoll to read by caption Ordinance No. 2023-50.

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

Motion carried unanimously.

No action was taken.

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

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

- Mayor Pro Tem Townsend, Sr. called the PH to order at 7:59 pm.

B. Mai

112 S. Vernon St. - Spoke on behalf of the landowner/developer
Tomball, 77375

- Hearing no further comments Mayor Pro Tem Townsend, Sr. closed PH at 8:00 pm.

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

Motion made by Council 2 Stoll, Seconded by Council 1 Ford to read by caption Ordinance No. 2023-51.

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

Motion carried unanimously.

Motion made by Council 2 Stoll, Seconded by Council 5 Parr to adopt, on First Reading, Ordinance No. 2023-51.

Voting Yea: Council 5 Parr

Voting Nay: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 4 Townsend, Sr.

Motion failed four votes nay, 1 vote yea.

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

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

Sec. 551.072 – Deliberations regarding Real Property

Executive session started: 8:08 PM

Executive session ended: 8:54 PM

I. Adjournment

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

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

Motion carried unanimously.

PASSED AND APPROVED this 4th day of December, 2023.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor



City of Tomball

2023 Water Wastewater and Gas Rate Study and Financial Forecast

Preliminary Rate Recommendations Council Workshop



November 2023

Water and Wastewater Utility Analysis and Recommendations

City of Tomball

Current Water and Wastewater Rates



Residential Water Monthly Rates

Base Rate

| | | |
|--------------------------------|----|-------|
| Small (0-10,000 Gallons) | \$ | 11.55 |
| Medium (10,001-15,000 Gallons) | | 13.29 |
| Large (15,001-Above Gallons) | | 15.29 |

Usage Charge (per 1,000 Gallons)

| | | |
|--------|--------|------|
| - | 10,000 | 3.02 |
| 10,001 | 15,000 | 3.77 |
| 15,001 | Above | 4.72 |

Commercial Water Monthly Rates

| | | |
|-------------------------------|----|-------|
| Small (0-5,000 Gallons) | \$ | 19.56 |
| Medium (5,001-51,000 Gallons) | | 31.48 |
| Large (51,001-Above Gallons) | | 55.11 |

Usage Charge (per 1,000 Gallons)

| | | |
|--------|--------|------|
| - | 5,000 | 3.66 |
| 5,001 | 51,000 | 4.58 |
| 51,001 | Above | 5.72 |

Bulk Water Sales

| | | |
|----------------------------------|----|-------|
| Base Rate | \$ | 92.27 |
| Usage Charge (per 1,000 Gallons) | | 5.12 |

North Harris County Regional Water Authority Surcharge

The City collects additional surcharges, based on rates established by NHCRWA, adjusted as surcharge increases

| | | |
|---|----|------|
| 10/1/2023 Surcharge (per 1,000 Gallons) | \$ | 3.60 |
|---|----|------|

Customers Receiving Potable Water

Residential Rates

| | | |
|---------------------------------|----|-------|
| Base Rate | \$ | 10.23 |
| Volume Rate (per 1,000 Gallons) | | 3.57 |

Commercial Rates

| | | |
|-----------|----|-------|
| Base Rate | \$ | 24.91 |
|-----------|----|-------|

Usage Charge (per 1,000 Gallons)

| | |
|-------------------------------|------|
| Small (0-5,000 Gallons) | 4.53 |
| Medium (5,001-51,000 Gallons) | 5.65 |
| Large (51,001-Above Gallons) | 7.07 |

Customers Not Receiving Potable Water

Residential Rates

| | | |
|-----------|----|-------|
| Base Rate | \$ | 41.93 |
|-----------|----|-------|

Commercial Rates

| | | |
|--------------------------------|----|-------|
| Base Rate | \$ | 69.78 |
| Drain Charge (in excess of 15) | | 2.78 |

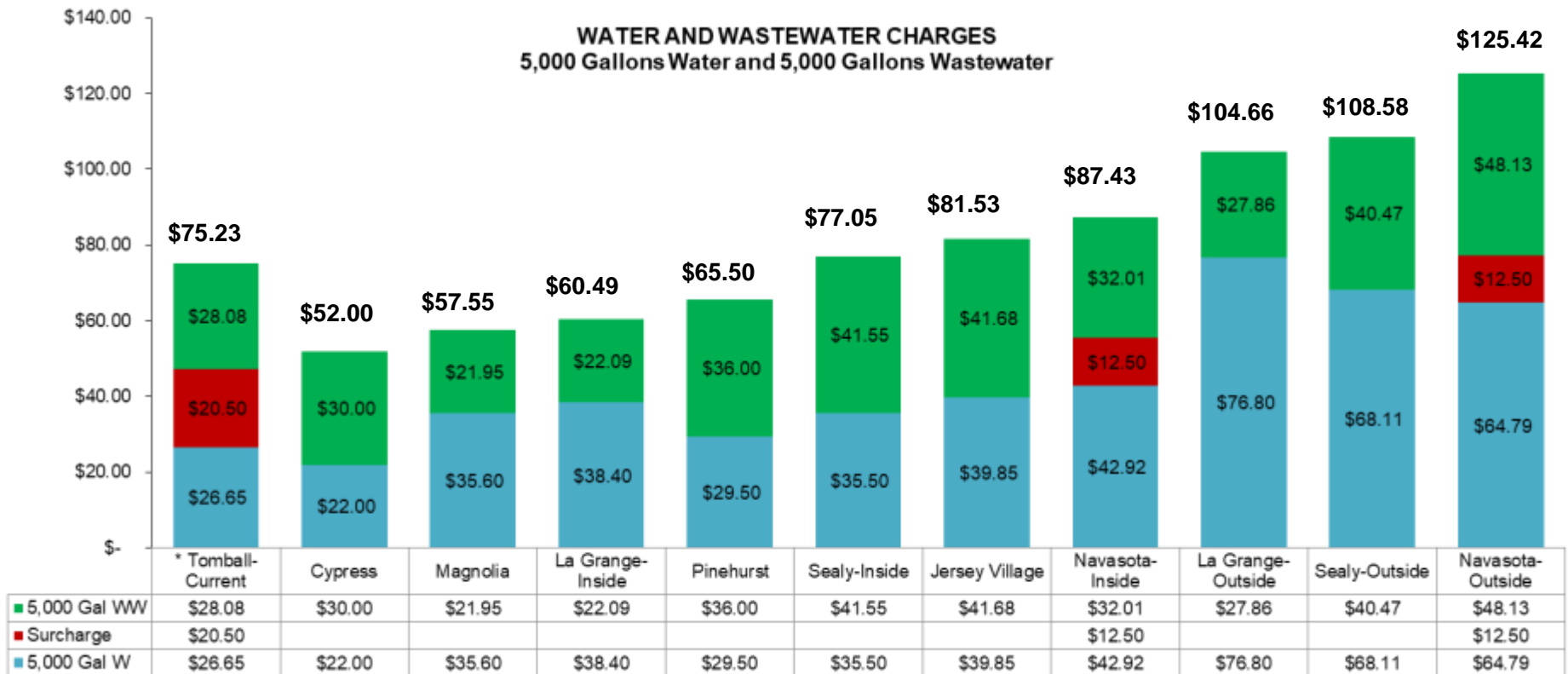
Note 1:

Residential Volumetric Charges are based on the average of water usage in the winter months of November - February

Note 2:

The City does not assess different rates for accounts of any rate class outside of City limits

Total Monthly Residential Charge 5,000 Gallons Water & 5,000 Gallons WW



FY 2023 (Test Year)

Water and Wastewater Accounts

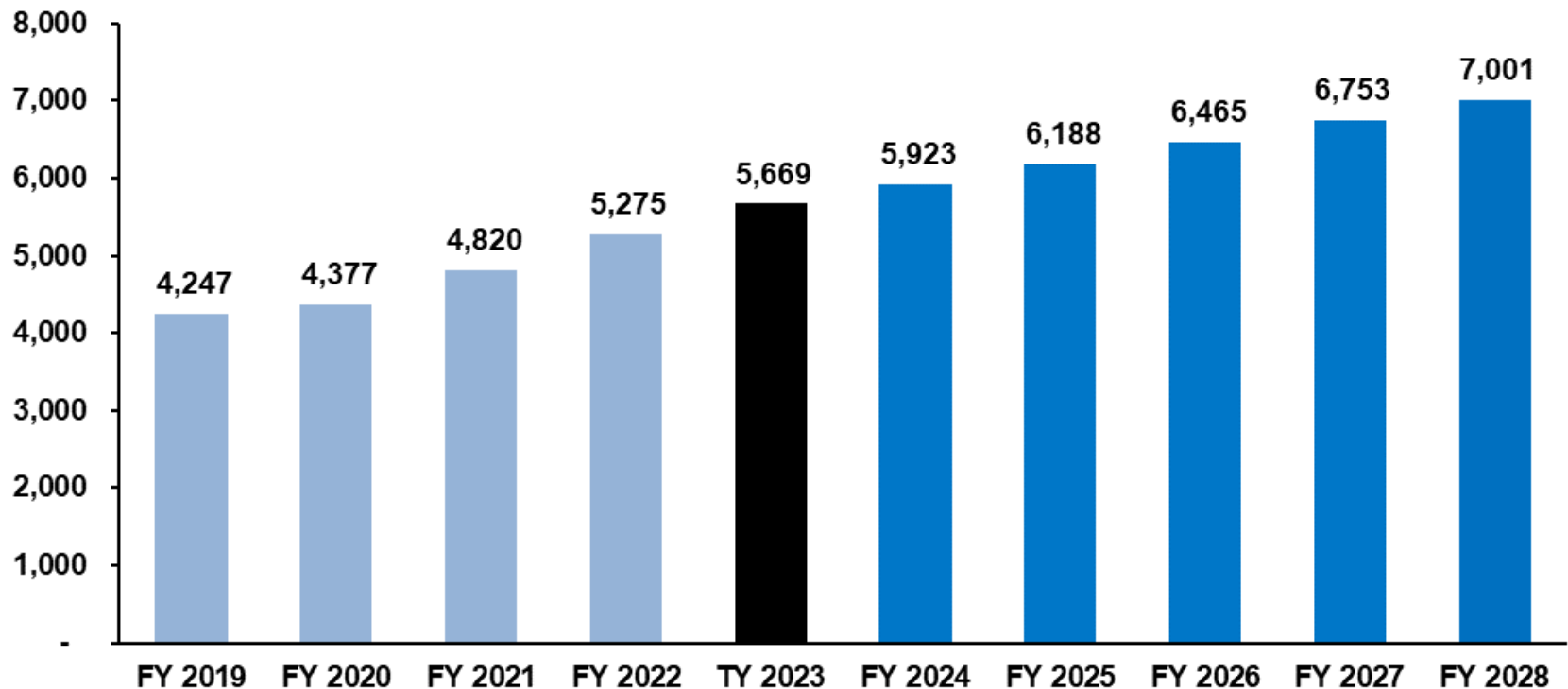


| WATER Customers | | WASTEWATER Customers | |
|--------------------|--------------|------------------------|--------------|
| Residential | 4,268 | Residential | 3,558 |
| Commercial | 1,326 | Commercial | 819 |
| Municipal | 74 | Municipal | 23 |
| ResidentialOutside | - | Residential Sewer Only | 20 |
| CommericalOutside | - | Commercial Sewer Only | 5 |
| HMW SUD Wholesale | 1 | | |
| Total | 5,669 | Total | 4,425 |

Historical and Forecast Total Water Accounts Through FY 2028



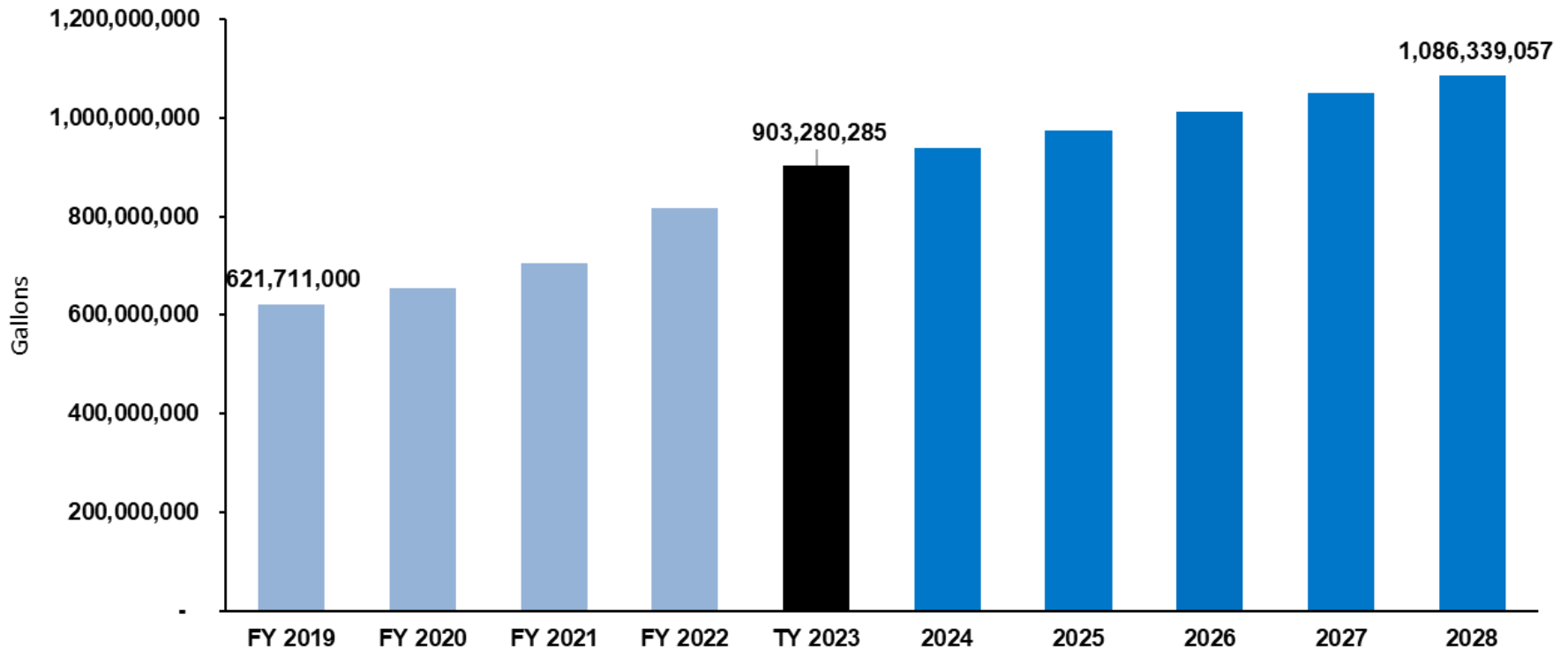
Average Annual Growth Rate FY2023 thru FY2028 = 3.6%



Forecast Water Consumption



Average Annual Growth Rate FY2023 thru FY2027 = 3.1%



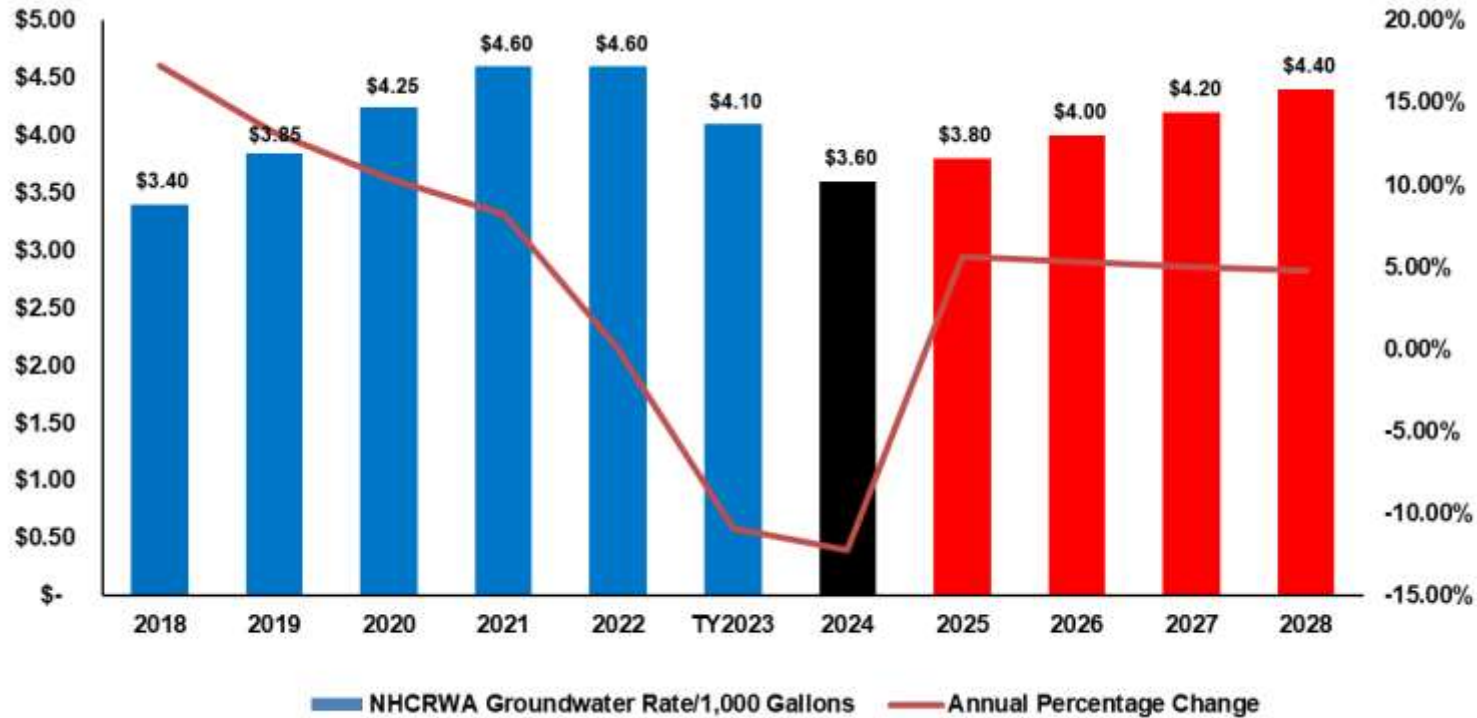
Key Assumptions Driving Financial Forecast and Rate Plan



- Most personnel and operating expenses forecast to increase 3 - 4% per year
- Certain expenses projected to increase at higher rates due to growth -- meters, vehicle expense, chemicals, etc.
- **Biggest impacts on rate plan:**
 - NHCRWA costs
 - Debt required to fund CIP



NHCRWA Historical and Forecast Water Cost/1,000 Gal



Water Capital Projects



WATER

Projects Eligible to be Funded through Impact Fees

| | <u>Total Cost</u> | <u>Timing</u> |
|---|----------------------|---------------|
| Grand Parkway EST | \$ 5,677,800 | 2023-2024 |
| S. Persimmon Water Line | 445,300 | 2023 |
| Main St. Water Line | 5,100,000 | 2025-2026 |
| Medical Complex | 1,673,000 | 2027-2028 |
| Water Line S. Persimmon | 1,618,000 | 2025-2026 |
| 16" W Hufsmith | 2,517,000 | 2024-2025 |
| Rudolph Road Utilities | 65,500 | 2023-2024 |
| SCADA | 30,000 | 2023 |
| Total Impact Fee Funded Projects - Water | \$ 17,126,600 | |

Non Impact Fee Funded Projects

| | | |
|---|----------------------|-----------|
| Pine Street EST | \$ 849,000 | 2023-2024 |
| East Water Plant | 19,541,000 | 2023-2026 |
| East Water Plant Baker Drive | 6,856,000 | 2023-2024 |
| Oak & Clayton Water Line | 1,147,000 | 2025 |
| Rudolph Road Utilities | 150,111 | 2023 |
| SCADA | 215,850 | 2023-2024 |
| Telge Easement Acquisition | 750,000 | 2023 |
| Project | 0 | |
| Total Non Impact Fee Funded Projects - Water | \$ 29,508,961 | |

| | |
|------------------------|----------------------|
| Total Water CIP | \$ 46,635,561 |
|------------------------|----------------------|



Wastewater Capital Projects



WASTEWATER

Projects Eligible to be Funded through Impact Fees

| | | | |
|--|-----------|------------------|-----------|
| FM 2920 Lift Station | \$ | 1,500,000 | 2024 |
| Rudolph Road Utilities | | 157,088 | 2023 |
| SCADA | | 30,000 | 2023 |
| Hicks Lift Station Expansion | | 1,410,000 | 2025-2026 |
| S. Persimmon Gravity Line | | 4,341,000 | 2025-2026 |
| Total Impact Fee Funded Projects - WW | \$ | 7,438,088 | |

Non Impact Fee Funded Projects

| | | | |
|--|-----------|--------------------|------------|
| Critical Needs | \$ | 5,400,900 | 2023 |
| FM 2920 Lift Station | | 13,894,100 | 2023-2024 |
| WWTP Expansion | | 69,870,022 | 2023-2027 |
| SW Gravity Main - Telge | | 860,000 | 2028 |
| Lutheran Church Rd/FM 2920 Gravity Line | | 976,000 | 2028 |
| Sanitary Sewer Alma-James | | 3,970,000 | 2025-2026 |
| N. Willow St. | | 2,474,000 | 2027-2028 |
| SSES Phase I | | 4,317,000 | 2024-2025 |
| SSES Phase 2 | | 8,310,000 | 20226-2027 |
| Rudolph Road Utilities | | 150,111 | 2023 |
| SCADA | | 215,850 | 2023-2024 |
| Telge Easement Acquisition | | 750,000 | 2023 |
| Total Non Impact Fee Funded Projects - WW | \$ | 111,187,983 | |

| | | |
|-----------------------------|-----------|--------------------|
| Total Wastewater CIP | \$ | 118,626,071 |
|-----------------------------|-----------|--------------------|



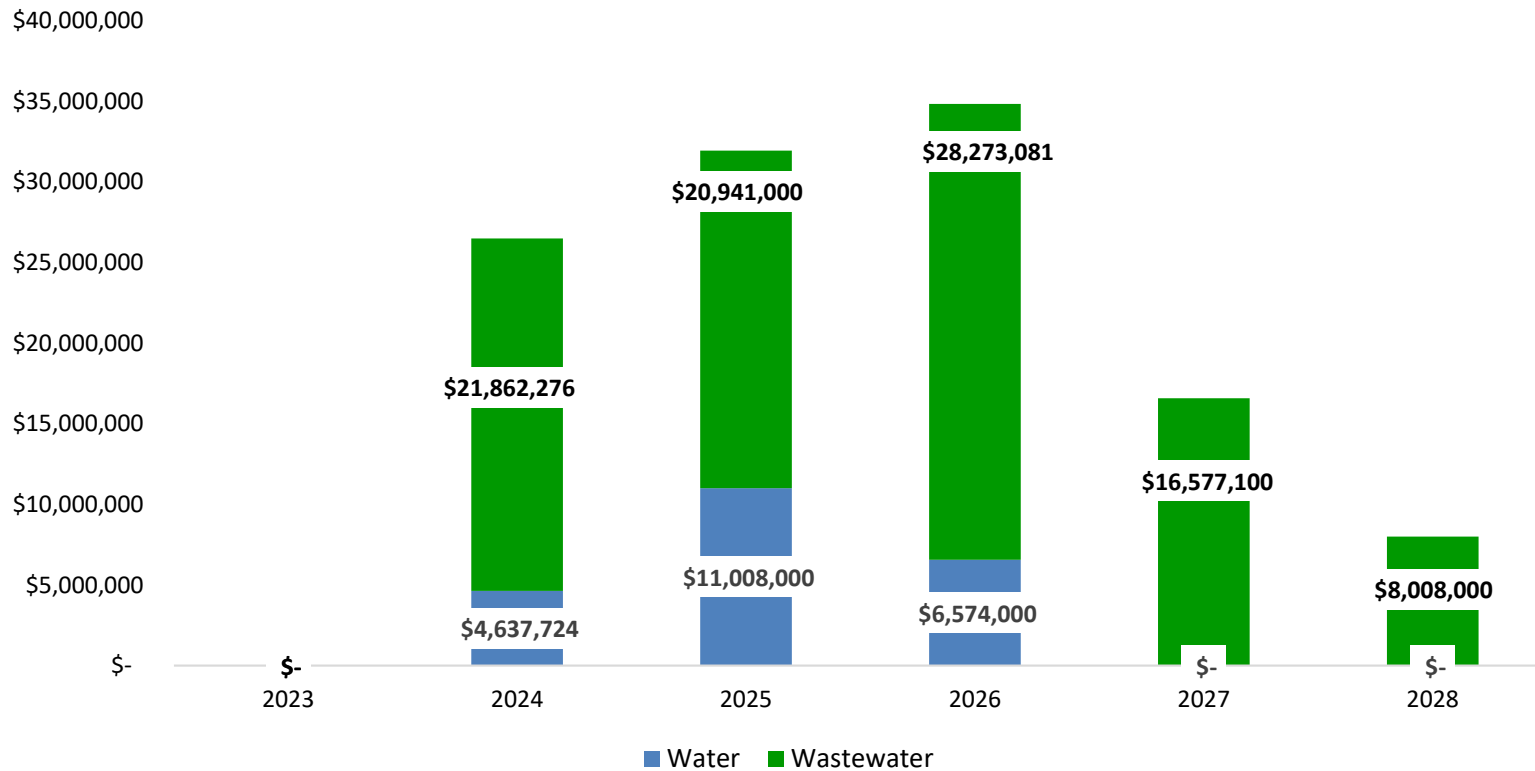
Forecast Bond Issues 2023 -- 2028



Total Debt = \$117,881,181

Term = 20 Years

Interest = 4.5%



W and WW Cost of Service Forecast 2024 - 2028



| | 2024 | 2025 | 2026 | 2027 | 2028 |
|---------------------|------------------|------------------|------------------|-------------------|-------------------|
| Water | | | | | |
| Total Operating | \$ 2,305,121 | \$ 2,380,876 | \$ 2,717,197 | \$ 2,811,239 | \$ 2,908,288 |
| NHCRWA Charges | 3,706,339 | 3,877,427 | 4,243,287 | 4,629,318 | 5,014,355 |
| Transfers | 1,183,104 | 1,218,597 | 1,255,155 | 1,292,810 | 1,331,594 |
| Capital Outlays | 160,000 | 160,000 | 160,000 | 160,000 | 160,000 |
| Debt Service | 263,886 | 234,096 | 974,559 | 1,422,509 | 1,777,435 |
| Total | 7,618,451 | 7,870,996 | 9,350,199 | 10,315,875 | 11,191,673 |
| Wastewater | | | | | |
| Total Operating | 1,796,051 | 1,872,383 | 2,128,575 | 2,219,772 | 2,313,423 |
| Transfers | 955,105 | 983,758 | 1,013,271 | 1,043,669 | 1,074,979 |
| Capital Outlays | 325,000 | 325,000 | 325,000 | 325,000 | 325,000 |
| Debt Service | 1,055,545 | 1,086,885 | 2,999,254 | 4,987,519 | 6,417,242 |
| Total | 4,131,701 | 4,268,027 | 6,466,099 | 8,575,961 | 10,130,644 |

Proposed Water/Wastewater Long Term Rate Plan – Scenario I



- Recommend implementing a 4-year rate plan with rate adjustments in October 2024 – October 2027
- Recommend standardizing minimum charges – at a future date implement meter equivalencies
- NHCRWA rate remains a pass-through
- Rate plan designed to enable City to fund operating cost increases and new debt



Scenario I

Proposed Water and Wastewater Rate Plan



| | | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|--|----------------|----------|---------------------|---------------------|---------------------|---------------------|
| WATER RATES - RESIDENTIAL | | | | | | |
| Base Charge | Current | | | | | |
| - | 10,000 | \$ 11.55 | \$ - | \$ - | \$ - | - |
| 10,001 | 15,000 | 13.29 | - | - | - | - |
| 15,001 | Above | 15.29 | - | - | - | - |
| | Uniform | - | 12.60 | 13.15 | 13.70 | 14.25 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 10,000 | 3.02 | 3.14 | 3.27 | 3.40 | 3.53 |
| 10,001 | 15,000 | 3.77 | 3.92 | 4.08 | 4.24 | 4.41 |
| 15,001 | Above | 4.72 | 4.91 | 5.11 | 5.31 | 5.52 |
| WATER RATES - COMMERCIAL | | | | | | |
| Base Charge | Current | | | | | |
| - | 5,000 | 19.56 | - | - | - | - |
| 5,001 | 50,000 | 31.48 | - | - | - | - |
| 51,001 | Above | 55.11 | - | - | - | - |
| | Uniform | - | 28.55 | 29.70 | 30.90 | 32.15 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 5,000 | 3.66 | 3.81 | 3.96 | 4.12 | 4.28 |
| 5,001 | 50,000 | 4.58 | 4.76 | 4.95 | 5.15 | 5.36 |
| 51,001 | Above | 5.72 | 5.95 | 6.19 | 6.43 | 6.69 |
| NHCRWA Surcharge Per 1,000 Gal | | 3.60 | 3.80 | 4.00 | 4.20 | 4.40 |
| WASTEWATER RATES- RESIDENTIAL | | | | | | |
| Monthly Base Charge | | \$ 10.23 | \$ 12.85 | \$ 16.10 | \$ 20.15 | \$ 24.20 |
| Volume Rate Per 1,000 Gal -- Winter Avg | | 3.57 | 4.46 | 5.58 | 6.97 | 8.37 |
| WASTEWATER RATES - COMMERCIAL | | | | | | |
| Base Charge | | 24.91 | 31.20 | 39.00 | 48.75 | 58.50 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 5,000 | 4.53 | 5.66 | 7.08 | 8.85 | 10.62 |
| 5,001 | 51,000 | 5.65 | 7.06 | 8.83 | 11.04 | 13.24 |
| 51,001 | Above | 7.07 | 8.84 | 11.05 | 13.81 | 16.57 |

Scenario I Rate Plan Impact on Monthly Charges



| | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|--|---------------|---------------------|---------------------|---------------------|---------------------|
| Residential Monthly Water/WW Charge | | | | | |
| 5,000 Gallons W; 5,000 WW | \$ 54.73 | \$ 63.47 | \$ 73.47 | \$ 85.70 | \$ 97.95 |
| NHCRWA Surcharge | 18.00 | 19.01 | 20.02 | 21.02 | 22.02 |
| Total | 72.73 | 82.47 | 93.49 | 106.71 | 119.98 |
| Dollar Inc | | \$ 9.74 | \$ 11.01 | \$ 13.23 | \$ 13.26 |
| Percent Inc | | 13.4% | 13.4% | 14.1% | 12.4% |
| | | | | | |
| 10,000 Gallons W; 5,000 WW | \$ 69.83 | \$ 79.17 | \$ 89.80 | \$ 102.68 | \$ 115.62 |
| NHCRWA Surcharge | 36.00 | 38.02 | 40.03 | 42.03 | 44.05 |
| Total | 105.83 | 117.19 | 129.84 | 144.72 | 159.67 |
| Dollar Inc | | \$ 11.36 | \$ 12.65 | \$ 14.88 | \$ 14.95 |
| Percent Inc | | 10.7% | 10.8% | 11.5% | 10.3% |
| | | | | | |
| Commercial Monthly Water/WW Charge | | | | | |
| 20,000 Gallons W/ 20,000 WW | \$ 250.79 | \$ 284.48 | \$ 330.61 | \$ 387.28 | \$ 444.15 |
| NHCRWA Surcharge | 72.00 | 76.03 | 80.06 | 84.06 | 88.10 |
| Total | 322.79 | 360.51 | 410.67 | 471.34 | 532.25 |
| Dollar Inc | | \$ 37.72 | \$ 50.16 | \$ 60.67 | \$ 60.90 |
| Percent Inc | | 11.7% | 13.9% | 14.8% | 12.9% |

Proposed Water/Wastewater Long Term Rate Plan – Scenario II



- Assumes City chooses to fund 50% of CIP over 2023 -- 2028
- Total debt to be issued = **\$58,940,951**
- 4-year rate plan and standardized minimum charges would remain
- Advantages: significantly lower rate increases
- Challenges: City must choose which CIP projects to prioritize



Scenario II – Less CIP Funding

Proposed Water and Wastewater Rate Plan



| | | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|--|----------------|----------|---------------------|---------------------|---------------------|---------------------|
| WATER RATES - RESIDENTIAL | | | | | | |
| Base Charge | Current | | | | | |
| - | 10,000 | \$ 11.55 | \$ - | \$ - | \$ - | - |
| 10,001 | 15,000 | 13.29 | - | - | - | - |
| 15,001 | Above | 15.29 | - | - | - | - |
| | Uniform | - | 12.50 | 12.90 | 13.30 | 13.70 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 10,000 | 3.02 | 3.11 | 3.20 | 3.30 | 3.40 |
| 10,001 | 15,000 | 3.77 | 3.88 | 4.00 | 4.12 | 4.24 |
| 15,001 | Above | 4.72 | 4.86 | 5.01 | 5.16 | 5.31 |
| WATER RATES - COMMERCIAL | | | | | | |
| Base Charge | Current | | | | | |
| - | 5,000 | 19.56 | - | - | - | - |
| 5,001 | 50,000 | 31.48 | - | - | - | - |
| 51,001 | Above | 55.11 | - | - | - | - |
| | Uniform | - | 28.30 | 29.15 | 30.05 | 31.00 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 5,000 | 3.66 | 3.77 | 3.88 | 4.00 | 4.12 |
| 5,001 | 50,000 | 4.58 | 4.72 | 4.86 | 5.00 | 5.15 |
| 51,001 | Above | 5.72 | 5.89 | 6.07 | 6.25 | 6.44 |
| NHCRWA Surcharge Per 1,000 Gal | | 3.60 | 3.80 | 4.00 | 4.20 | 4.40 |
| WASTEWATER RATES- RESIDENTIAL | | | | | | |
| Monthly Base Charge | | \$ 10.23 | \$ 11.70 | \$ 13.35 | \$ 15.25 | 17.40 |
| Volume Rate Per 1,000 Gal -- Winter Avg | | 3.57 | 4.07 | 4.64 | 5.29 | 6.03 |
| WASTEWATER RATES - COMMERCIAL | | | | | | |
| Base Charge | | 24.91 | 28.45 | 32.45 | 37.00 | 42.20 |
| Volume Rate Per 1,000 Gal | | | | | | |
| - | 5,000 | 4.53 | 5.16 | 5.89 | 6.71 | 7.65 |
| 5,001 | 51,000 | 5.65 | 6.44 | 7.34 | 8.37 | 9.54 |
| 51,001 | Above | 7.07 | 8.06 | 9.19 | 10.47 | 11.94 |

Scenario II -- Proposed Rate Plan Impact on Monthly Charges



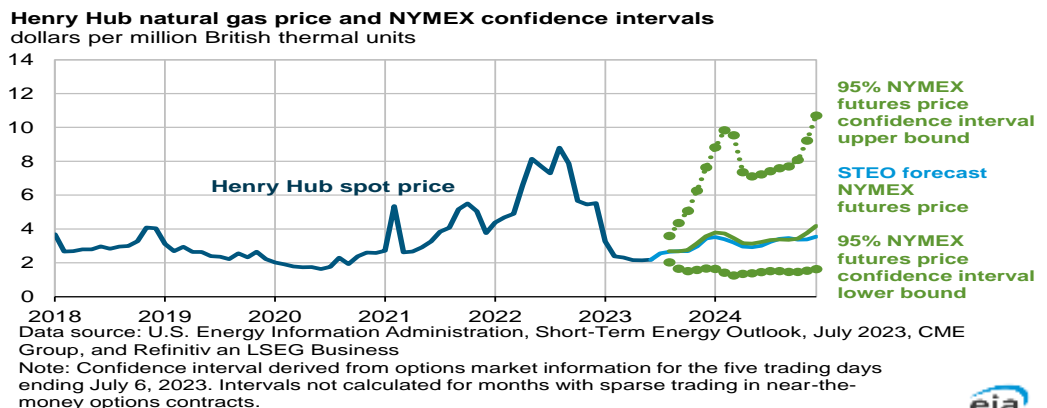
| | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|--|---------------|---------------------|---------------------|---------------------|---------------------|
| Residential Monthly Water/WW Charge | | | | | |
| 5,000 Gallons W; 5,000 WW | \$ 54.73 | \$ 60.10 | \$ 65.47 | \$ 71.50 | \$ 78.24 |
| NHCRWA Surcharge | 18.00 | 19.01 | 20.02 | 21.02 | 22.02 |
| Total | 72.73 | 79.11 | 85.48 | 92.51 | 100.27 |
| Dollar Inc | | \$ 6.38 | \$ 6.37 | \$ 7.03 | \$ 7.76 |
| Percent Inc | | 8.8% | 8.1% | 8.2% | 8.4% |
| | | | | | |
| 10,000 Gallons W; 5,000 WW | \$ 69.83 | \$ 75.66 | \$ 81.49 | \$ 88.00 | \$ 95.24 |
| NHCRWA Surcharge | 36.00 | 38.02 | 40.03 | 42.03 | 44.05 |
| Total | 105.83 | 113.67 | 121.52 | 130.03 | 139.29 |
| Dollar Inc | | \$ 7.84 | \$ 7.85 | \$ 8.51 | \$ 9.26 |
| Percent Inc | | 7.4% | 6.9% | 7.0% | 7.1% |
| | | | | | |
| Commercial Monthly Water/WW Charge | | | | | |
| 20,000 Gallons W/ 20,000 WW | \$ 250.79 | \$ 268.80 | \$ 293.48 | \$ 321.24 | \$ 352.51 |
| NHCRWA Surcharge | 72.00 | 76.03 | 80.06 | 84.06 | 88.10 |
| Total | 322.79 | 344.83 | 373.54 | 405.30 | 440.61 |
| Dollar Inc | | \$ 22.04 | \$ 28.71 | \$ 31.76 | \$ 35.31 |
| Percent Inc | | 6.8% | 8.3% | 8.5% | 8.7% |

Gas Utility Analysis and Recommendations

Facts about Natural Gas Utility Rates in the 21st Century



- In 2022 Texas broke a new record for natural gas production with over 11.2 trillion cubic feet of gas produced (27% of US total natural gas)
- Spot and future natural gas prices set at Henry Hub are seen to be the primary price set for the North American natural gas market
- The U.S. Energy Information Administration expects the Henry Hub spot price will rise in the 4th quarter of 2023 as declining natural gas production narrows the existing surplus of natural gas inventories compared with the five-year average



Current Gas Rates Effective 2011



All Customers

Minimum Charge

\$ 11.75

Includes 1,000 Cubic Feet or
1 MCF

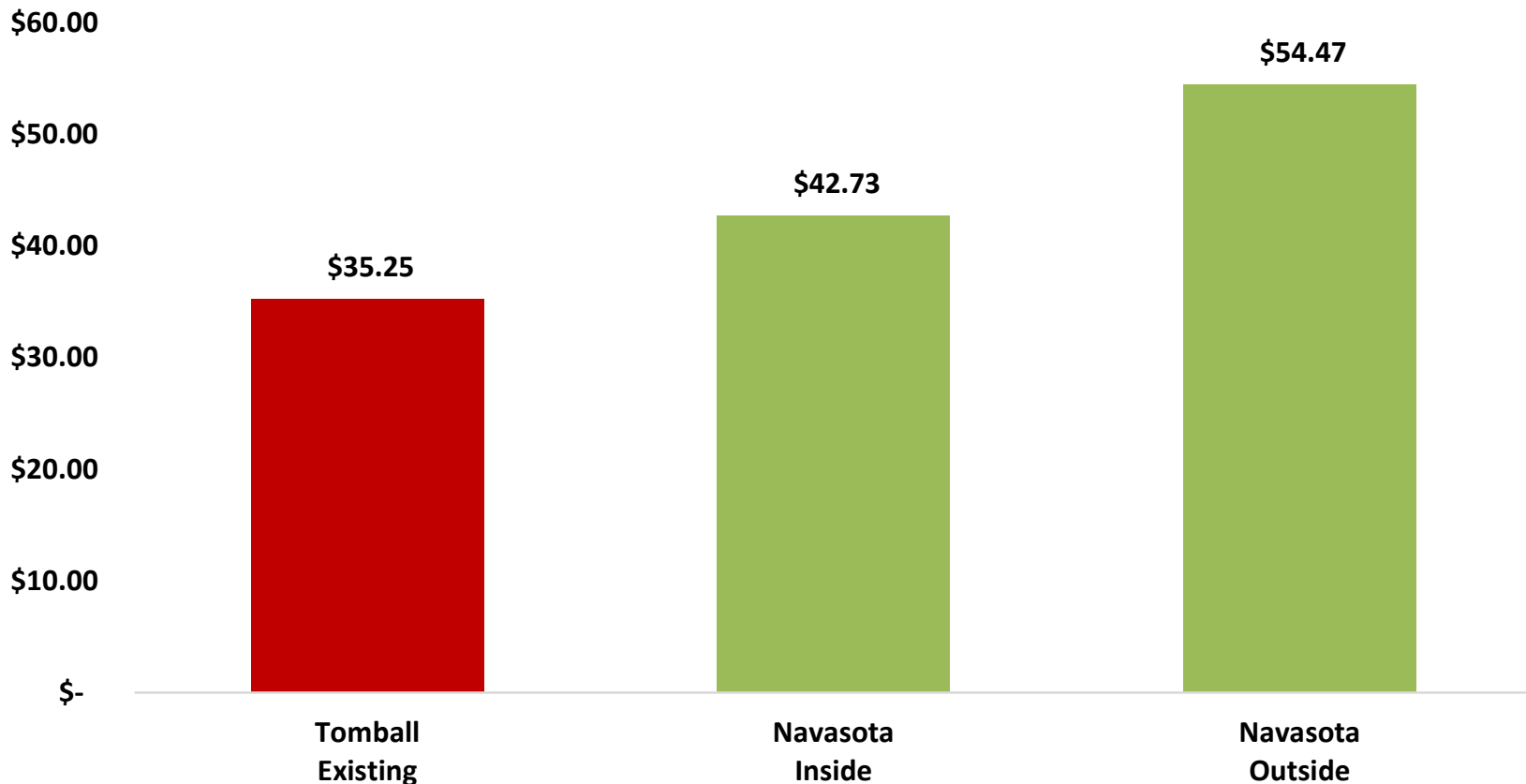
Usage Charge

\$ 11.75

1,001 Cubic Feet or >1 MCF



Comparison of Average Residential Cost Per Month for 3 MCF



FY 2023 (Test Year) Natural Gas Accounts and Usage



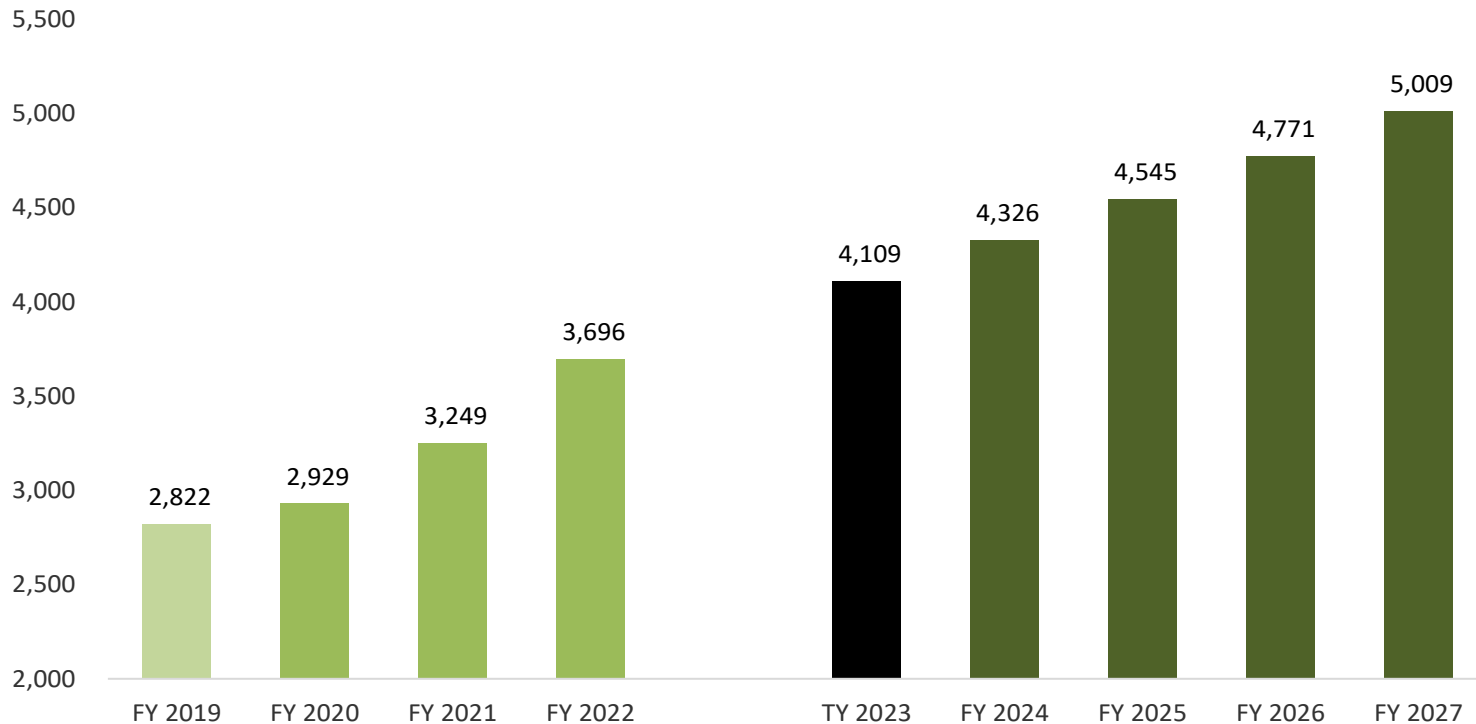
NATURAL GAS CUSTOMERS

| | Feb-23 | Sales MCF March 22 - Feb 23 | Percent of Total Usage |
|--------------------|---------------|--|-----------------------------------|
| Residential | 3,682 | 112,767 | 39.21% |
| Commercial | 416 | 173,634 | 60.38% |
| Municipal | <u>10</u> | <u>1,189</u> | <u>0.41%</u> |
| Total | 4,109 | 287,590 | 100.00% |

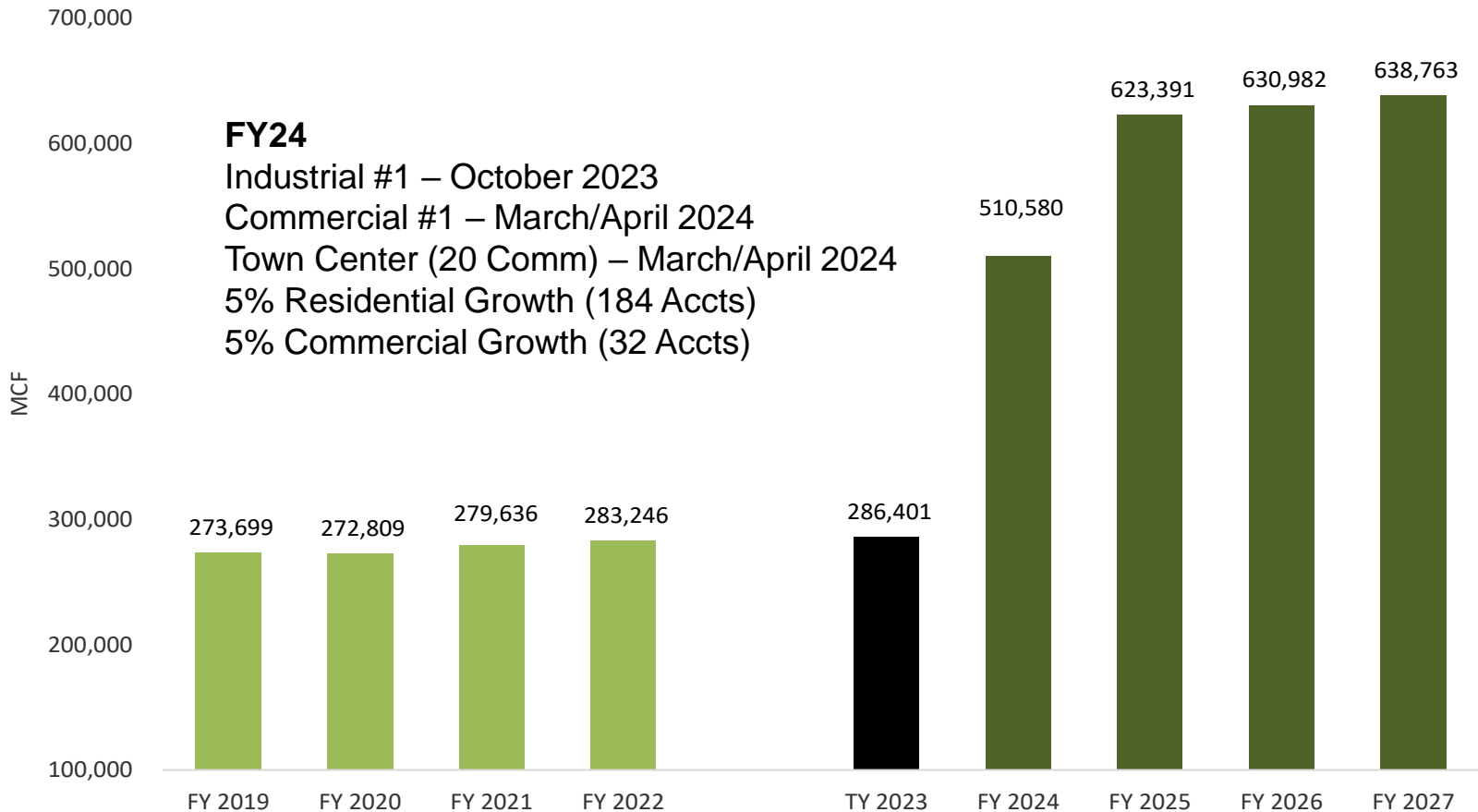
Historical and Forecast Natural Gas Accounts Through FY 2027



Average Annual Growth Rate FY 2023 thru FY 2027 = 5.0%



Historical and Forecast Natural Gas Sales



5% Annual Account Growth Plus New Commercial Customers

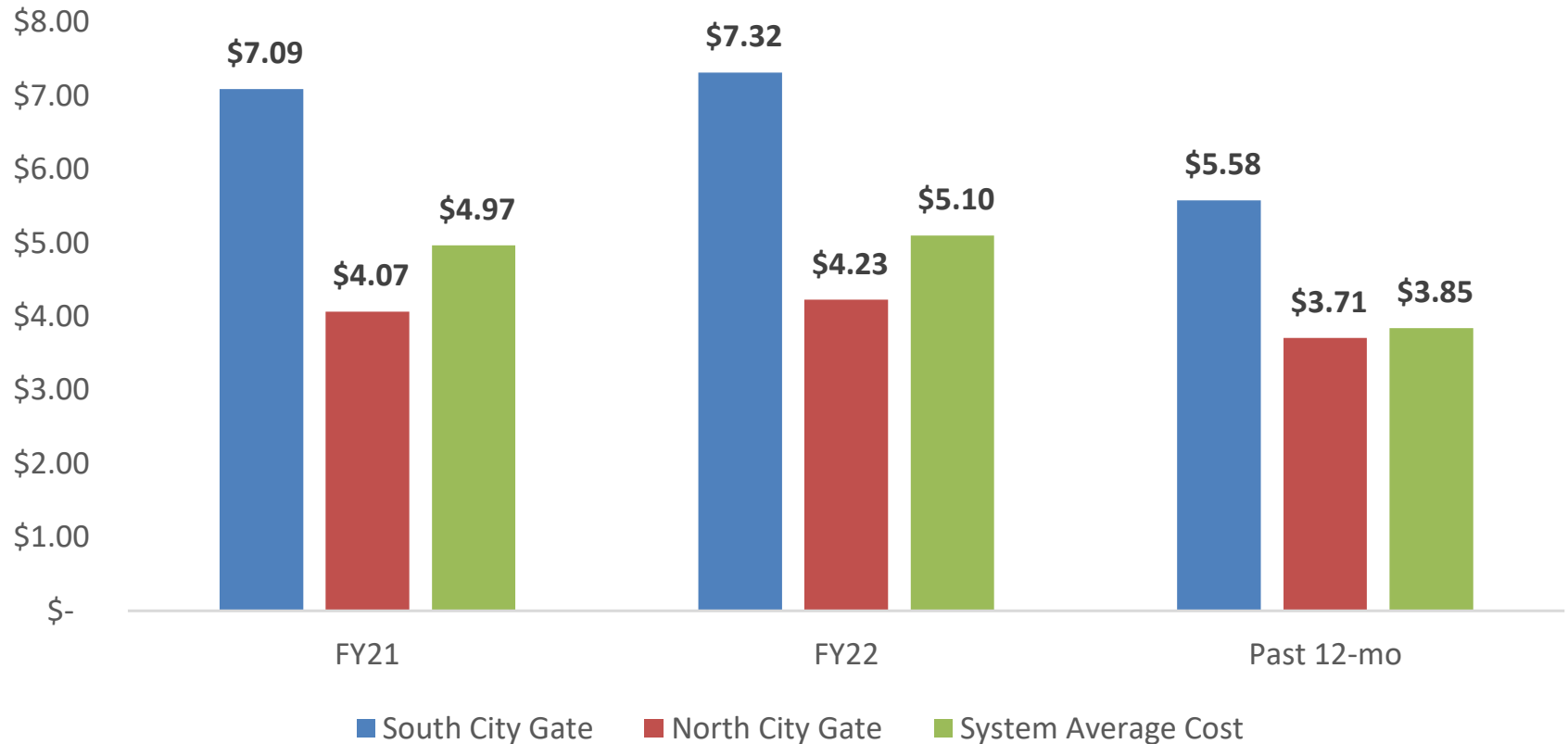
City Purchased Gas Supply



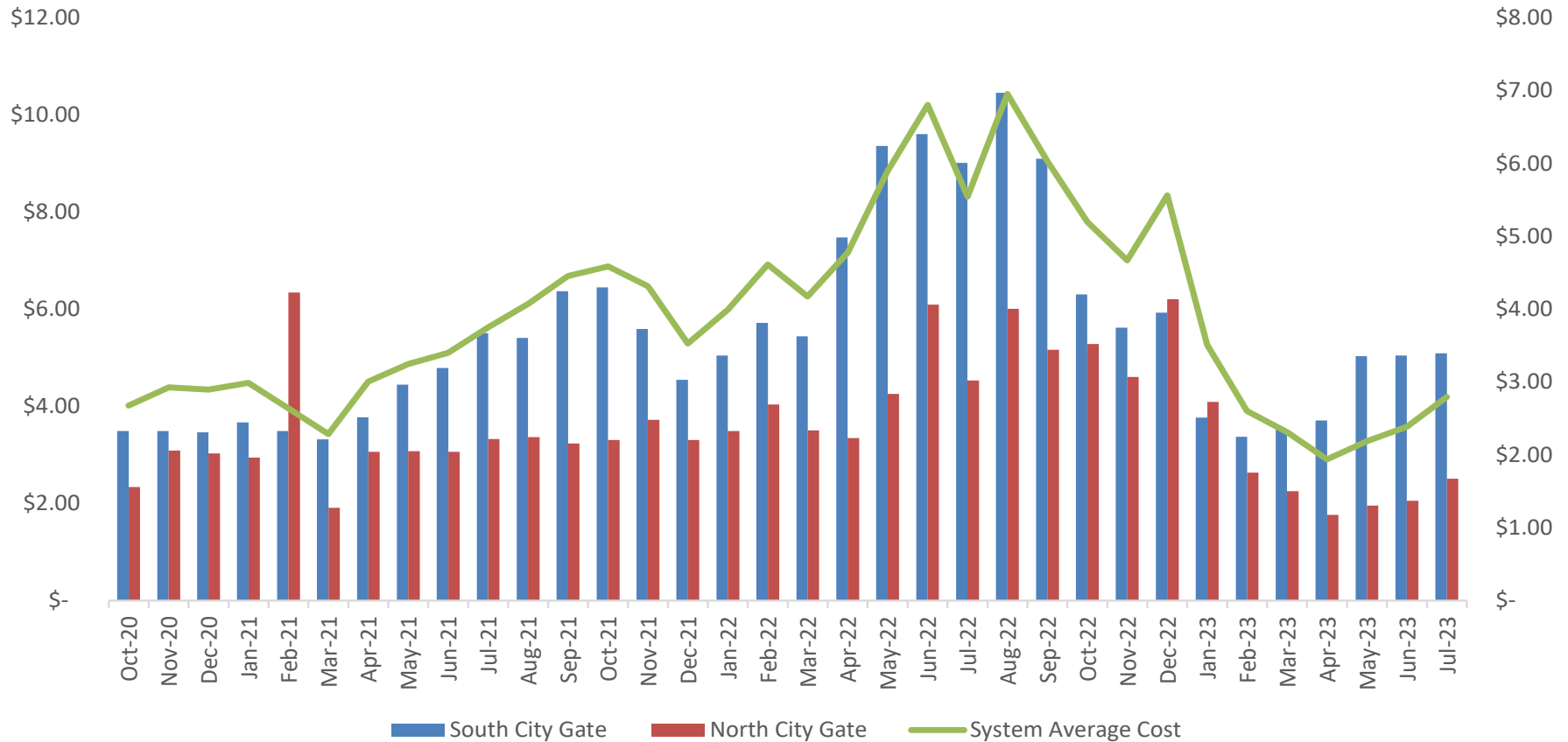
- Current Supply Contract is under a Joint Gas Purchase Contract administered by the Municipal Gas Acquisition and Supply Corporation (MuniGas), served by Symmetry Energy Solutions as the Supplier and BP Energy Company as the Dealer
- A \$0.30/MMBTU discount is applied monthly to the gas billing for netting, aggregation or set off of purchases from the supplier
 - The MuniGas Discount was \$93,000 between August 2022 and July 2023
- Spot Gas Prices remain highly volatile



Contracted Natural Gas Average Cost of Supply



Contracted Natural Gas Average Cost of Supply



Natural Gas Capital Improvement Plan

FY 2023 - 2027



GAS DEPARTMENT CAPITAL IMPROVEMENT PLAN 2023 - 2027

| | | |
|---|-----------|------------------|
| Grand Parkway Gas Gate - Gas Gate South | \$ | 720,000 |
| Cherry Street Main | | 403,200 |
| | | <hr/> |
| | | - |
| TOTAL GAS DEPARTMENT CIP | \$ | 1,123,200 |

CIP FUNDING:

- Cost Sharing – Lovett Industrial and Grand Parkway Town Center
- Unobligated Enterprise Capital Funds
- Other Funding

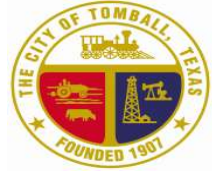
Natural Gas Alt 1 - Cost of Service Residential Rate Recommendation



| GAS | Current | Effective Dec-23 | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|--------------------------------------|----------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Residential | | | | | | |
| Base Charge Includes 1 MCF | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 |
| Usage Charge Per MCF | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 |
| Commercial | | | | | | |
| Base Charge Includes 1 MCF | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 |
| Usage Charge Per MCF | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 | \$ 11.75 |

Gas Alt 1 - Cost of Service

Net Cash Flow



| | 2023 | 2024 | 2025 | 2026 | 2027 |
|--|------------------|------------------|------------------|------------------|------------------|
| Gas Rate Revenues | \$ 3,365,212 | \$ 5,999,389 | \$ 7,325,126 | \$ 7,414,323 | \$ 7,505,751 |
| Non-Rate Revenues | 300,000 | 300,000 | 300,000 | 300,000 | 300,000 |
| Total Operating Revenues | 3,665,212 | 6,299,389 | 7,625,126 | 7,714,323 | 7,805,751 |
| Operating Expenses - O&M | 1,249,690 | 1,346,521 | 1,400,010 | 1,456,675 | 1,516,800 |
| Gas Purchase Cost | 1,239,105 | 2,131,938 | 2,651,368 | 2,734,677 | 2,821,084 |
| Total Operating Expense | 2,488,795 | 3,478,459 | 4,051,378 | 4,191,353 | 4,337,884 |
| Net Rev Before Transfer/Cap Outlay/Debt | 1,176,417 | 2,820,930 | 3,573,747 | 3,522,970 | 3,467,866 |
| Fund Transfers | 823,348 | 712,854 | 750,823 | 791,920 | 836,479 |
| Capital Outlays | 850,000 | 765,000 | 765,000 | 765,000 | 765,000 |
| Debt Service | - | - | - | - | - |
| Total Cost of Service | 4,162,143 | 4,956,314 | 5,567,201 | 5,748,273 | 5,939,363 |
| Net Cash Flow Available for Contingency | (496,931) | 1,343,075 | 2,057,925 | 1,966,050 | 1,866,387 |
| Percent of Revenues | -13.56% | 21.32% | 26.99% | 25.49% | 23.91% |



Presentation Summary

W & WW, Natural Gas Consolidated Residential Rate Impacts – Scen I



| | | | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|------------------------------|-----------|----|---------------|---------------------|---------------------|---------------------|---------------------|
| RESIDENTIAL Rates | | | | | | | |
| Water Rates | | | | | | | |
| 10,000 | Gallons | \$ | 41.75 | \$ 44.01 | \$ 45.81 | \$ 47.67 | \$ 49.58 |
| NHCRWA | Surcharge | | 36.00 | 38.02 | 40.03 | 42.03 | 44.05 |
| Wastewater Rates | | | | | | | |
| 5,000 | Gallons | | 28.08 | 35.16 | 43.99 | 55.01 | 66.04 |
| Gas Rates | | | | | | | |
| 3 | MCF | | 35.25 | 35.25 | 35.25 | 35.25 | 36.25 |
| TOTAL MONTHLY CHARGES | | | 141.08 | 152.44 | 165.09 | 179.97 | 195.92 |
| Difference - \$ | | | | 11.36 | 12.65 | 14.88 | 15.95 |
| Difference - % | | | | 7.4% | 7.7% | 8.3% | 8.1% |

W & WW, Natural Gas Consolidated Residential Rate Impacts – Scen II



| | | | Current | Effective Oct-24 | Effective Oct-25 | Effective Oct-26 | Effective Oct-27 |
|------------------------------|-----------|----|---------------|---------------------|---------------------|---------------------|---------------------|
| RESIDENTIAL Rates | | | | | | | |
| Water Rates | | | | | | | |
| 10,000 | Gallons | \$ | 41.75 | \$ 43.61 | \$ 44.94 | \$ 46.30 | \$ 47.69 |
| NHCRWA | Surcharge | | 36.00 | 38.02 | 40.03 | 42.03 | 44.05 |
| Wastewater Rates | | | | | | | |
| 5,000 | Gallons | | 28.08 | 32.05 | 36.55 | 41.70 | 47.55 |
| Gas Rates | | | | | | | |
| 3 | MCF | | 35.25 | 35.25 | 35.25 | 35.25 | 36.25 |
| TOTAL MONTHLY CHARGES | | | 141.08 | 148.92 | 156.77 | 165.28 | 175.54 |
| Difference - \$ | | | | 7.84 | 7.85 | 8.51 | 10.26 |
| Difference - % | | | | 5.3% | 5.0% | 5.1% | 5.8% |

Presentation Summary

Benefits of Proposed Rate Plan



- No increase in gas costs over 5 years
- Will enable utility to recover all of its operating costs without subsidies from General Fund
- Will allow for \$60 -- \$120 million in investment in the future of the City
- Will result in a healthy utility fund that meets its financial goals

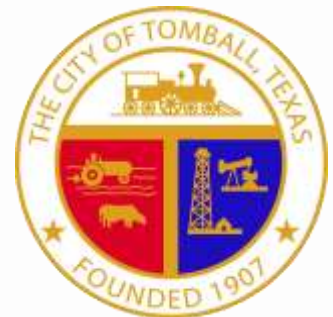




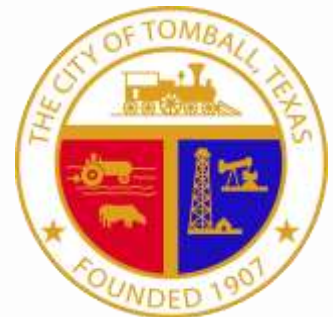
Questions?

HMF Americana Development Agreement

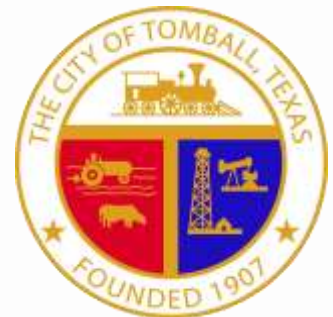
- Consider approval of agreement with HMF Americana, LLC (Developer) for City of Tomball maintenance of a stormwater detention facility serving The Shoppes at Cottage Green and The Cottage Green Tomball (“Development”), a proposed 48.96-acre planned development, situated at the intersection of Brown-Hufsmith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



Drainage Conveyance Exhibit

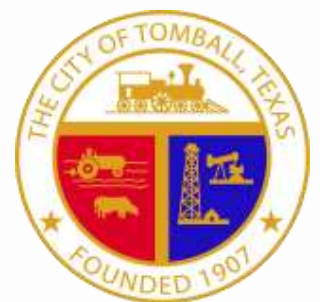


M124 Drainage Facilities



Rezoning Case Z23-18

- Request by Brian Mai to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 0.172 acres of land legally described as Lot 9, Block 1 of Main Street – Tomball from Single Family Residential – 6 (SF-6) to Commercial (C). The property is located within the 100 block (east side) of Holderrieth Boulevard, within the City of Tomball, Harris County, Texas.




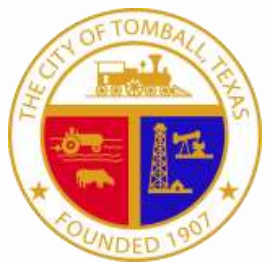


Location

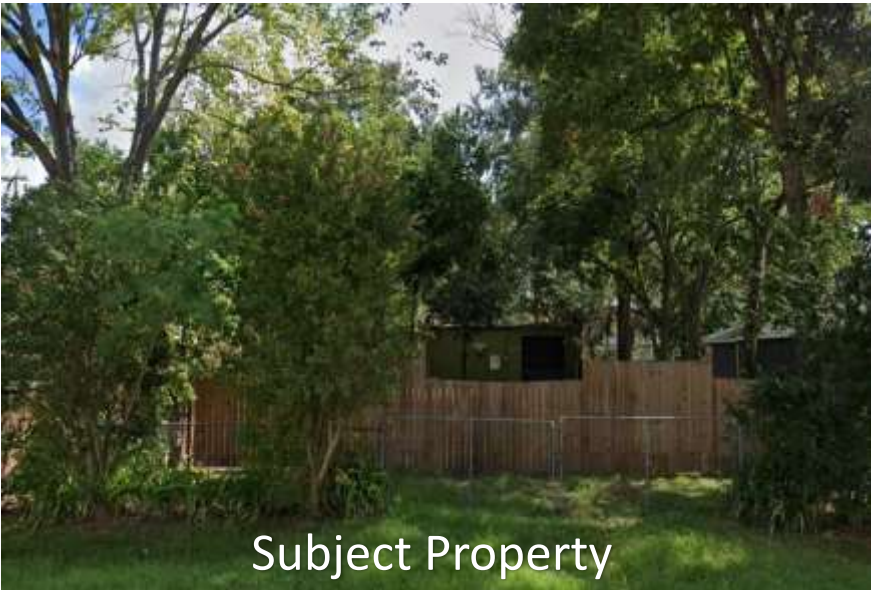


Legend

 Z23-18

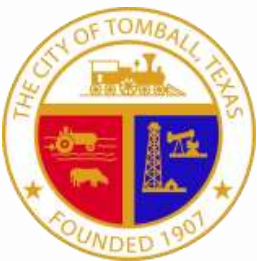


Site Photos





Zoning





Future Land Use

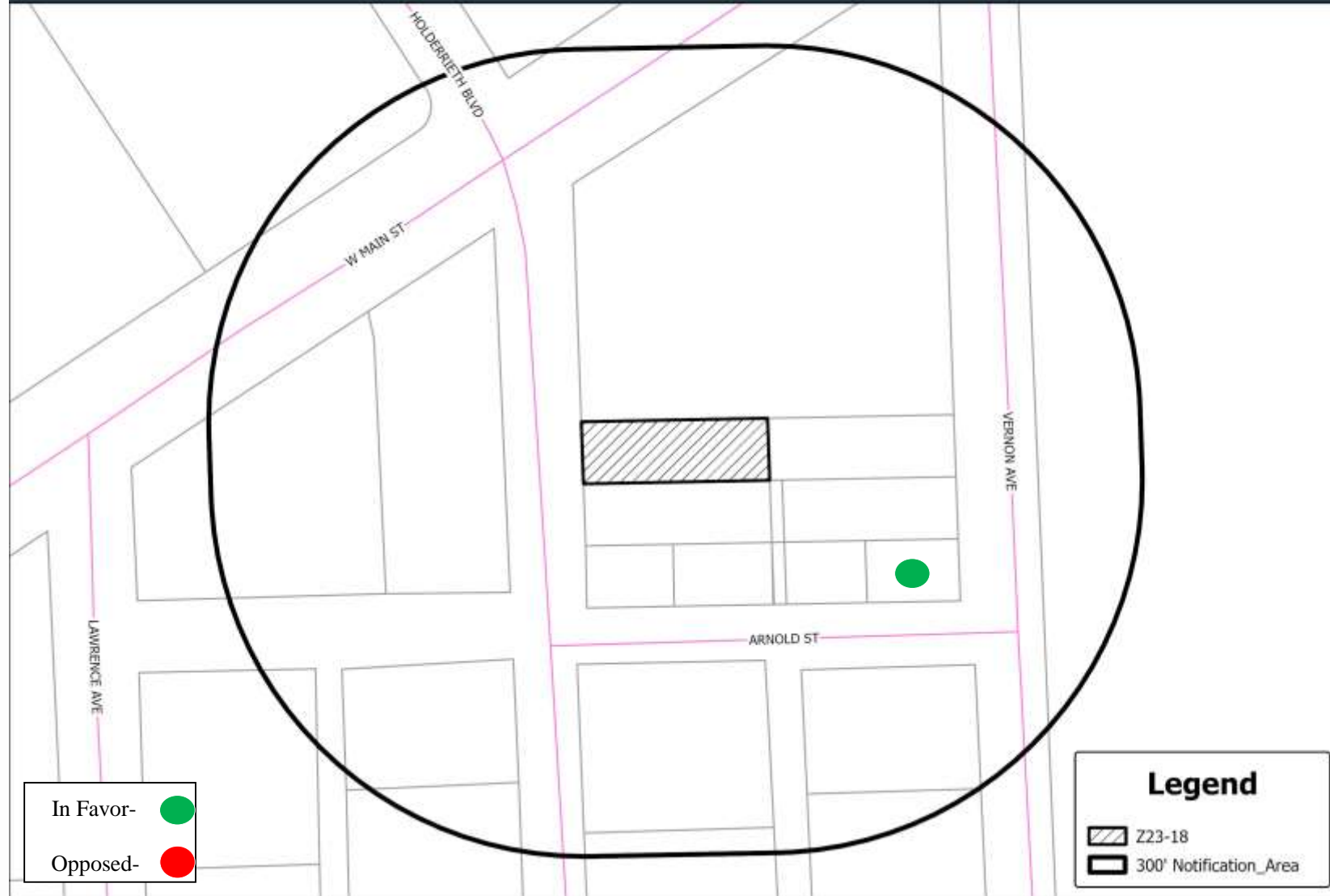


Legend

-  Z23-18
-  Neighborhood Commercial
-  Neighborhood Residential
-  Public & Institutional

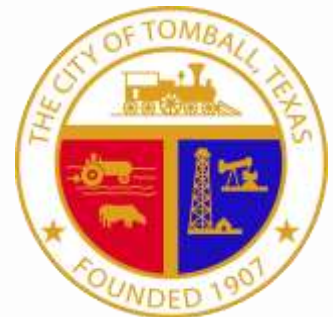


Notification Area



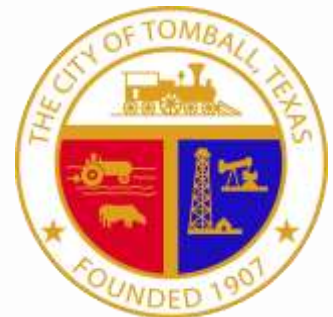
Recommendation

- Planning & Zoning Commission recommends approval (4-1)
- City staff recommends approval of case Z23-18
 - Conforms with the Comprehensive Plan.
 - Provides a transition from the Commercial District to Single-Family 6 District.



Rezoning Case Z23-16

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






Location



Legend

 Z23-16

Site Photos

Subject Property



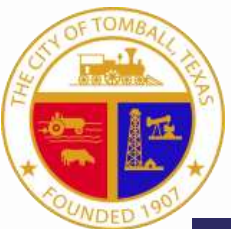
Neighboring Property (East)



Neighboring Property (West)

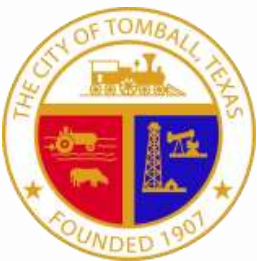


Neighboring Property (North)





Zoning



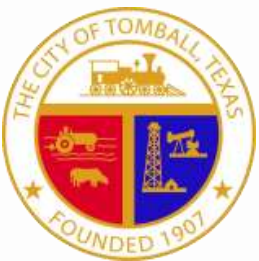
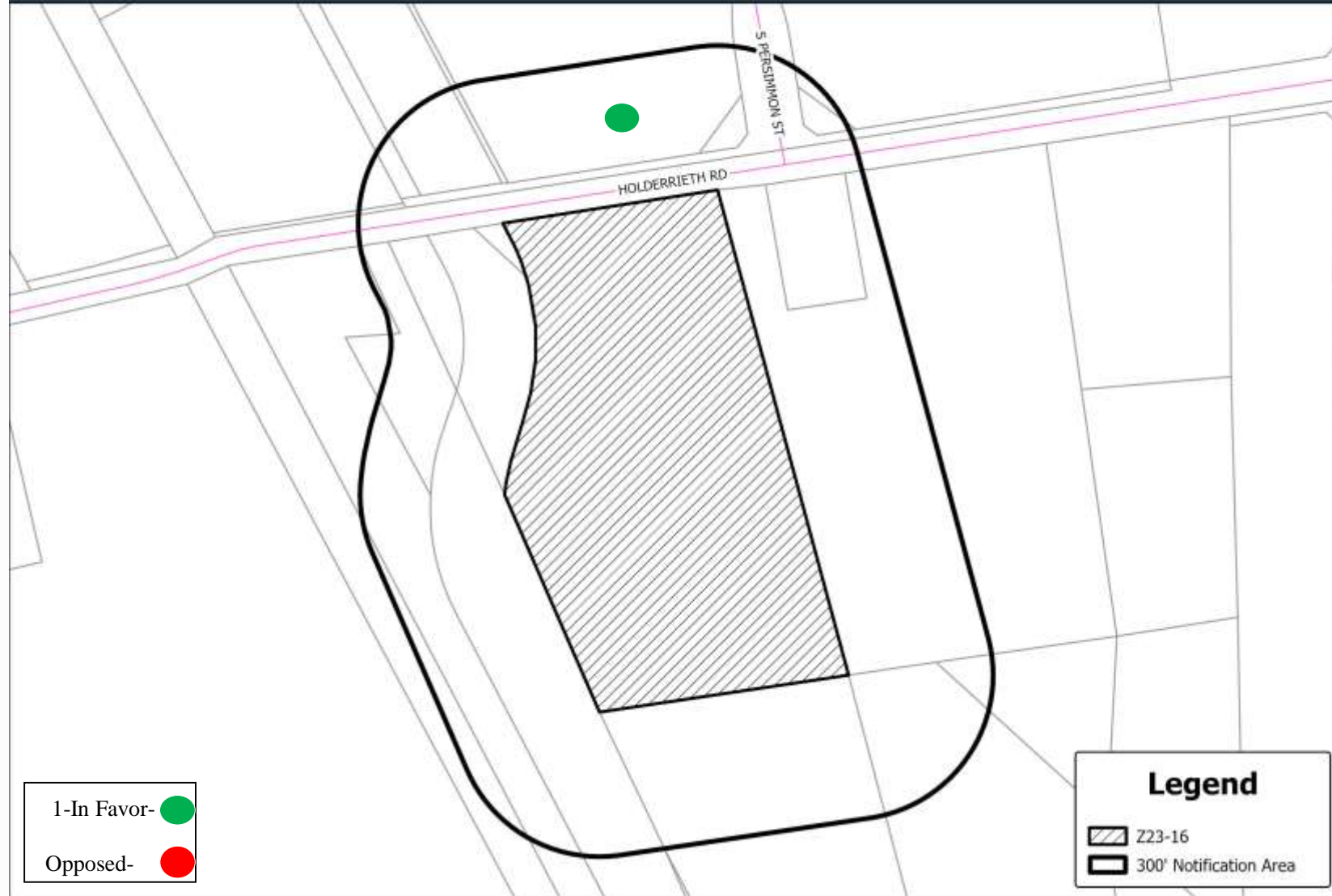


Future Land Use



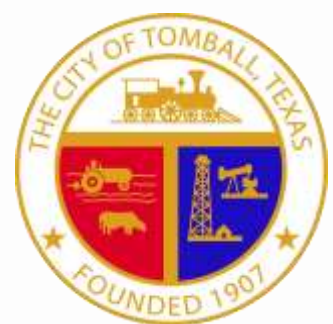


Notification Area



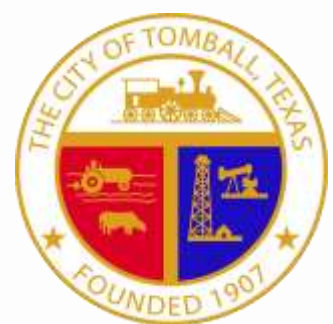
Recommendation

- Planning & Zoning Commission recommends approval (5-0)
- City staff recommends approval of case Z23-16
 - Consistent with the goals and objectives of the Comprehensive Plan & Future Land Use Plan Map
 - Encourages the continued growth of business park land uses within and immediately adjacent to the existing Tomball Business & Technology Park.



Rezoning Case Z23-17

- Request by Daniel Rodano, represented by Sendero Ventures LLC., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.06 acres of land legally described as being a portion of Lot 18 of Tomball Outlots from Single Family Estate Residential – 20 (SF-20-E) to Commercial (C). The property is generally located within the 1100 block (north side) of E. Hufsmith Road, within the City of Tomball, Harris County, Texas.





Location



Legend

 Z23-17

Site Photos



Subject Property (North of E. Hufsmith)



Neighboring Property (west)



Neighboring Property (east)



Subject Property (South of Zion)



Neighboring Property (southwest)

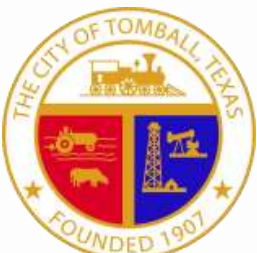
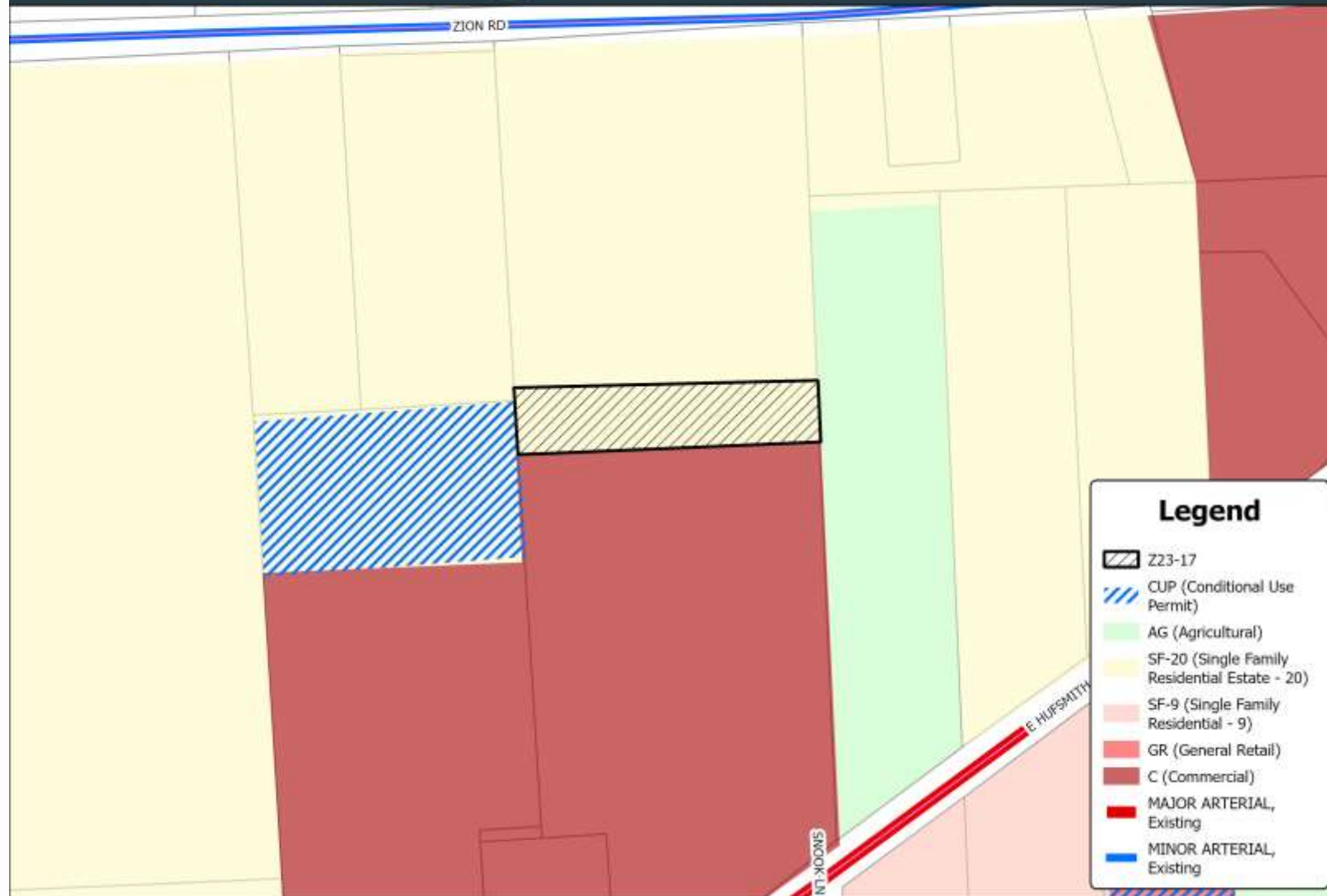


Neighboring Property (north)



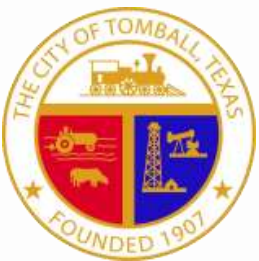


Zoning



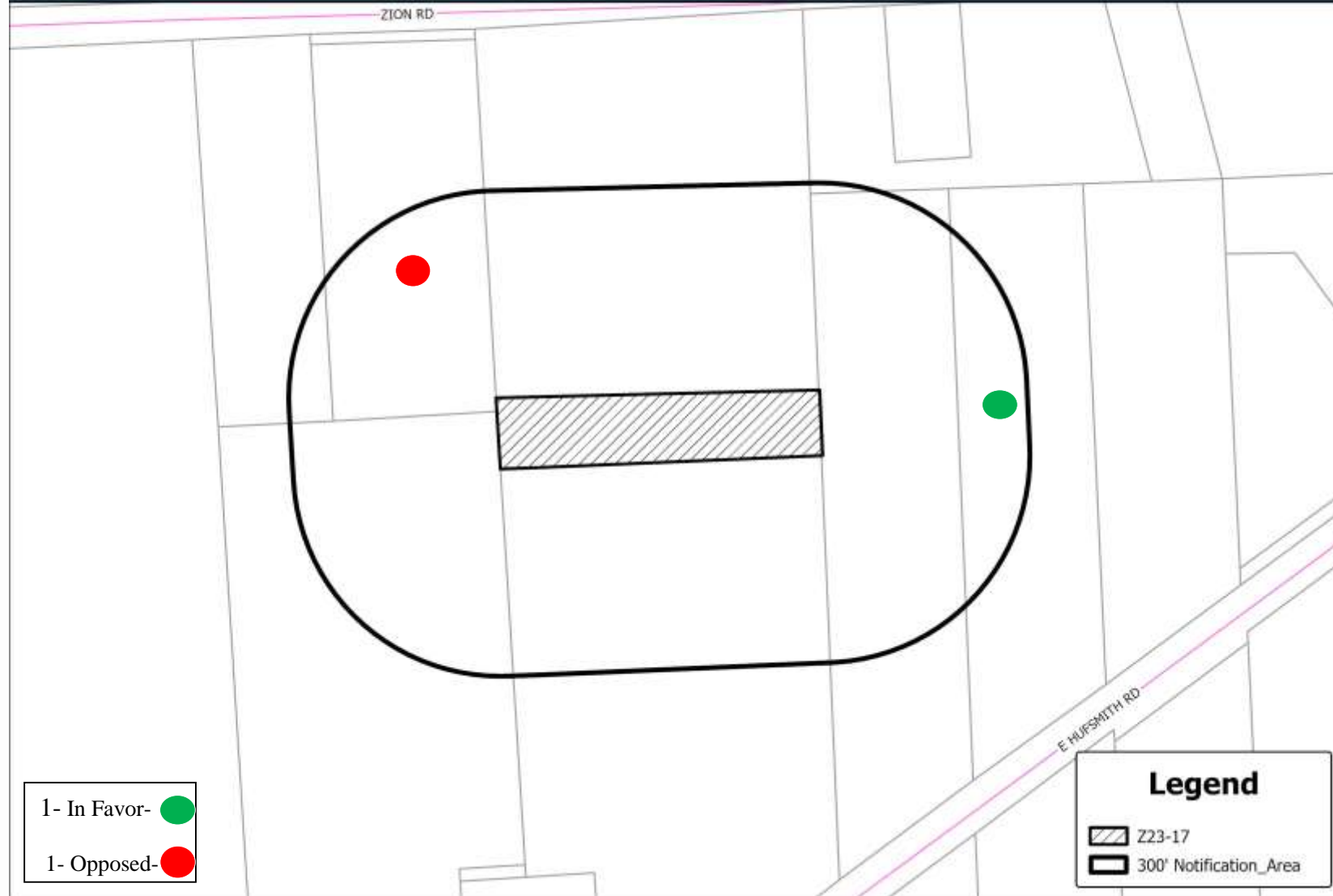


Future Land Use



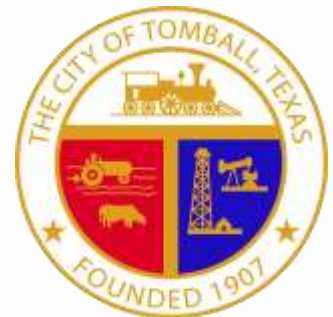


Notification Area



Recommendation

- Planning & Zoning Commission recommends approval (5-0)
- City staff recommends approval of case Z23-17
 - Marginal increase of the existing Commercial zoning to the south.
 - Applicant intends to construction a detention pond on the property which will provide a buffer for the residential districts to the north.



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve the rollover of outstanding Fiscal Year 2022-2023 purchase orders to Fiscal Year 2023-2024.

Background:

The City's Fiscal Year 2022-2023 ended on September 30, 2023. At that time, there were contracts, purchases of goods and services, and capital projects that were appropriated in Fiscal Year 2022-2023, but the actual expenditure will be incurred in Fiscal Year 2023-2024. This is primarily due to supply chain issues and contracts that overlap fiscal years.

| | |
|--------------------------|------------------------|
| General Fund | \$1,255,777.40 |
| Enterprise Fund | \$984,360.27 |
| Capital Projects Fund | \$11,396,736.11 |
| Hotel Occupancy Tax Fund | \$9,936.00 |
| Fleet Replacement Fund | \$772,201.69 |
| ARP Fund | \$443,050.44 |
| TOTAL | \$14,862,061.91 |

Since the expenditures were initially included in the Fiscal Year 2022-2023 Budget, but not recognized as expenditures incurred, actual expenditures will be less than budgeted for Fiscal Year 2022-2023. The expenditures will be recognized in Fiscal Year 2023-2024 and will be included in the projections.

Origination: Finance

Recommendation:

Approve the rollover of outstanding Fiscal Year 2022-2023 purchase orders to Fiscal Year 2023-2024.

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed Katherine Tapscott, CPA 11.28.2023 Approved by _____
Finance Director Date City Manager Date

City of Tomball
FY 2022-2023 Purchase Order Rollover

| Vendor | Purchase Order Number | Purchase Order Date | Description | Total Purchase Order Amount | Amount Invoiced | | Outstanding Amount |
|---------------------------------------|-----------------------|---------------------|---|-----------------------------|------------------------|----|--------------------|
| | | | | | Through Sept. 30, 2023 | | |
| 1 ACCURATE UTILITY SUPPLY, LLC | 23-0358 | 6/21/2023 | Water, Wastewater & Drainage Supplies | \$ 112,000.00 | \$ 89,107.75 | \$ | 22,892.25 |
| 2 ALL PLAY, INC. | 23-0447 | 9/12/2023 | PLAYGROUND REPLACEMENT MLK PARK | 78,611.00 | - | | 78,611.00 |
| 3 ALL PLAY, INC. | 23-0452 | 9/14/2023 | PULL UP BAR FOR JUERGENS PARK | \$ 4,626.00 | \$ - | \$ | 4,626.00 |
| 4 AVENU MUNISERVICES | 23-0387 | 07/17/2023 | HOT ADMIN TX- JUNE 2023 | 6,000.00 | 3,000.00 | | 3,000.00 |
| 5 B & C CONSTRUCTORS, LP | 23-0459 | 09/27/2023 | SITE WORK & CONSTRUCTION FOR MATHESON PARK | \$ 355,312.26 | \$ - | \$ | 355,312.26 |
| 6 B & C CONSTRUCTORS, LP | 23-0194 | 02/22/2023 | DEPOT MUSEUM ENHANCEMENTS PROJECT #236 | 148,877.23 | 141,433.37 | | 7,443.86 |
| 7 BMI-BIOSOLIDS MANAGEMENT | 23-0235 | 10/04/2022 | TRANSPORTATION & LAND APPLICATION OF BIOSOLIDS | \$ 110,000.00 | \$ 90,875.01 | \$ | 19,124.99 |
| 8 BURDITT CONSULTANTS, LLC | 23-0449 | 09/13/2023 | Tree Protection Ordinance Consultant | 14,500.00 | 1,000.00 | | 13,500.00 |
| 9 CIVIL SYSTEMS ENGINEERING, INC. | 23-0323 | 05/17/2023 | DRAINAGE MASTER PLAN | \$ 844,000.00 | \$ 232,920.00 | \$ | 611,080.00 |
| 10 DANA SAFETY SUPPLY INC | 23-0337 | 05/30/2023 | Upfit equipment 23-169 | 5,764.94 | - | | 5,764.94 |
| 11 DANA SAFETY SUPPLY INC | 23-0432 | 08/28/2023 | Upfit for Shops 23-170/23-178 | \$ 30,645.50 | \$ - | \$ | 30,645.50 |
| 12 DELTA FIRE & SAFETY INC | 23-0409 | 08/03/2023 | Thermal Camera/Sensit and CO2 Ext | 7,025.00 | 4,520.00 | | 2,525.00 |
| 13 ENGINEERED UTILITY SOLUTIONS, INC. | 23-0394 | 07/25/2023 | ENGINEERING FOR GRAND PARKWAY NATURAL GAS GATE | \$ 29,702.50 | \$ 14,851.25 | \$ | 14,851.25 |
| 14 EQUIPMENT CONTROLS COMPANY INC | 23-0369 | 07/05/2023 | SENSUS TRANSMITTERS FOR GAS METERS | 83,844.25 | - | | 83,844.25 |
| 15 EVOLVE HOLDINGS, INC | 23-0219 | 03/22/2023 | REPLACE GENERATOR AT THE SWWTP | \$ 599,787.00 | \$ - | \$ | 599,787.00 |
| 16 EVOLVE HOLDINGS, INC | 23-0026 | 10/11/2022 | Preventative maintenance for generators | 22,157.34 | 1,601.60 | | 20,555.74 |
| 17 FLOCK GROUP INC | 23-0216 | 03/15/2023 | ALPR Camera system - FLOCK | \$ 25,600.00 | \$ 15,600.00 | \$ | 10,000.00 |
| 18 FOUR AND ONE, LLC | 23-0209 | 03/09/2023 | PARKS RECREATION & TRAILS SYSTEM MASTER PLAN | \$ 149,600.00 | \$ 124,508.12 | \$ | 25,091.88 |
| 19 FREESE AND NICHOLS INC | 19386 | 5/10/2022 | GRAND PARKWAY ELEVATED STORAGE TANK DESIGN | 499,000.00 | 338,285.12 | | 160,714.88 |
| 20 FREESE AND NICHOLS INC | 23-0017 | 10/10/2022 | WATER & WASTEWATER MASTER PLAN & IMPACT FEE UPDATE | \$ 365,000.00 | \$ 364,747.75 | \$ | 252.25 |
| 21 FREESE AND NICHOLS INC | 23-0018 | 10/10/2022 | TPDES PERMIT RENEWAL & AMENDMENT | 103,000.00 | 83,235.17 | | 19,764.83 |
| 22 FREESE AND NICHOLS INC | 23-0104 | 11/14/2022 | ENGINEERING FOR EAST WATER PLANT | \$ 2,606,076.00 | \$ 232,289.68 | \$ | 2,373,786.32 |
| 23 FREESE AND NICHOLS INC | 23-0105 | 11/14/2022 | ENGINEERING DESIGN FOR THE SWWTP EXPANSION | 506,085.00 | 499,192.08 | | 6,892.92 |
| 24 FREESE AND NICHOLS INC | 23-0110 | 11/14/2022 | ENGINEERING FM 2920 LIFT STATION IMPROVEMENTS | \$ 2,206,200.00 | \$ 173,786.32 | \$ | 2,032,413.68 |
| 25 FREESE AND NICHOLS INC | 23-0419 | 08/14/2023 | COMP & MTFP UPDATE & UNIFIED DEV CODE CREATION | 450,000.00 | 39,432.96 | | 410,567.04 |
| 26 FUNDAMENTALS GROUP, INC. | 23-0306 | 05/09/2023 | CONSULTANT SERVICES FOR TAX INCREMENT REINVESTMENT | \$ 22,000.00 | \$ 9,900.00 | \$ | 12,100.00 |
| 27 GUNDA CORPORATION, LLC | 23-0108 | 11/14/2022 | ENGINEERING FOR JERRY MATHESON PARK REBUILD | 114,280.00 | 86,617.93 | | 27,662.07 |
| 28 GUNDA CORPORATION, LLC | 23-14 | 01/23/2023 | Alley Improvement Project Acct Project #224 | \$ 123,089.60 | \$ 54,762.28 | \$ | 68,327.32 |
| 29 GUNDA CORPORATION, LLC | 23-15 | 01/23/2023 | FM2920 Reconstruction (TXDOT) Project #207 | 61,900.00 | 53,858.99 | | 8,041.01 |
| 30 HASSELL CONSTRUCTION GROUP, LLC | 23-0322 | 05/17/2023 | ALLEY IMPROVEMENT PROJECT CONSTRUCTION | \$ 1,586,683.22 | \$ - | \$ | 1,586,683.22 |
| 31 HEARTLAND PARKS & RECREATION, LLC | 23-0320 | 05/16/2023 | SPLASHPAD AND COMPONENTS AT JERRY MATHESON PARK | 514,570.24 | 427,216.67 | | 87,353.57 |
| 32 HEATH CONSULTANTS INC. | 23-0437 | 09/05/2023 | ANNUAL NATURAL GAS LEAK SURVEY | \$ 4,500.00 | \$ - | \$ | 4,500.00 |
| 33 IDEMIA IDENTITY & SECURITY USA LLC | 23-0068 | 11/02/2022 | Upgrade to existing hardware for CSI Finger Prints | 3,925.00 | - | | 3,925.00 |
| 34 ISJ UNDERGROUND UTILITIES, LLC | 23-0324 | 05/17/2023 | CONSTRUCTION OF S. PERSIMMON WATER LINE REPLACEMENT | \$ 305,970.00 | \$ 157,692.60 | \$ | 148,277.40 |
| 35 JWC ENVIRONMENTAL, INC. | 23-0439 | 09/07/2023 | SCREEN PANELS FOR BAR SCREEN REPAIR @ NWWTP | 10,180.00 | - | | 10,180.00 |
| 36 JWC ENVIRONMENTAL, INC. | 23-0388 | 07/19/2023 | Bar Screen Repair at NWWTP | \$ 34,762.71 | \$ 2,150.16 | \$ | 32,612.55 |
| 37 KIMLEY-HORN AND ASSOCIATES INC | 23-0301 | 05/03/2023 | DESIGN OF STEEL GAS MAIN REPLACEMENT S. CHERRY ST | 32,530.50 | - | | 32,530.50 |
| 38 KVST-FM | 23-34 | 02/20/2023 | ADVERTISING FESTIVAL/EVENTS FOR 2023 | \$ 13,860.00 | \$ 6,924.00 | \$ | 6,936.00 |
| 39 LANDMARK STRUCTURES I, LP | 23-0271 | 04/26/2023 | GRAND PARKWAY EST CONSTRUCTION | 5,178,000.00 | 983,409.00 | | 4,194,591.00 |

| | | | | | | | | | | |
|----|--------------------------------|------------|------------|---|----|--------------|----|--------------|----|------------|
| 40 | MOTOROLA SOLUTIONS INC | 23-0265 | 04/24/2023 | HAND HELD RADIOS FOR STATION 4 | \$ | 32,494.87 | \$ | 2,065.76 | \$ | 30,429.11 |
| 41 | OLLER ENGINEERING INC | 23-0103 | 11/14/2022 | PINE STREET ELEVATED STORAGE TANK REHABILITATION | | 73,943.00 | | 15,855.00 | | 58,088.00 |
| 42 | OLLER ENGINEERING INC | 23-0156 | 12/12/2022 | DESIGN OF S PERSIMMON WATER LINE REPLACEMENT | \$ | 59,430.27 | \$ | 22,339.46 | \$ | 37,090.81 |
| 43 | OLLER ENGINEERING INC | 23-0225 | 03/23/2023 | DESIGN OF WATER LINE EXTENSION FOR RUDOLPH ROAD | | 80,000.00 | | 21,156.80 | | 58,843.20 |
| 44 | OLLER ENGINEERING INC | 23-24 | 02/06/2023 | S. Persimmon storm sewer extension Project #244 | \$ | 35,525.00 | \$ | 21,418.94 | \$ | 14,106.06 |
| 45 | POLYDYNE INC | 23-0231 | 04/05/2023 | 450 lb Drums of Clarifloc | | 28,305.00 | | 19,440.00 | | 8,865.00 |
| 46 | PUBLIC MANAGEMENT, INC. | 23-0307 | 05/09/2023 | GRANT MANAGEMENT SERVICES FOR ARPA FUNDS | \$ | 95,000.00 | \$ | 33,250.00 | \$ | 61,750.00 |
| 47 | RABA-KISTNER CONSULTANTS INC | 23-0210 | 03/08/2023 | 2023 GAS MONITORING CLOSED LANDFILL | | 20,500.00 | | 13,481.25 | | 7,018.75 |
| 48 | RABA-KISTNER CONSULTANTS INC | 23-0211 | 03/08/2023 | 2023 GROUNDWATER MONITORING CLOSED LANDFILL | \$ | 40,300.00 | \$ | 28,012.50 | \$ | 12,287.50 |
| 49 | RANDALL SCOTT ARCHITECTS INC | 23-0117 | 11/16/2022 | Phase 1 Needs Assessment | | 41,500.00 | | 18,308.00 | | 23,192.00 |
| 50 | SMJ EQUIPMENT, LLC | 23-0008 | 10/06/2022 | Replacement for Engine 3 | \$ | 751,114.00 | \$ | - | \$ | 751,114.00 |
| 51 | SOURCE POINT SOLUTIONS LLC | 23-0233 | 04/04/2023 | Vactor Service & Plant Cleaning | | 50,000.00 | | 15,682.39 | | 34,317.61 |
| 52 | SPRING NURSERY & LANDSCAPE INC | 23-05 | 12/15/2022 | Grounds and roadside mowing/ maintenance | \$ | 44,736.00 | \$ | 35,134.00 | \$ | 9,602.00 |
| 53 | STEPHANIE BAKER | 23-0261 | 04/21/2023 | LANDSCAPING AT FOUR CORNERS | | 7,400.00 | | 5,200.00 | | 2,200.00 |
| 54 | THIRKETTLE CORPORATION | 0019347-R1 | 10/01/2022 | Water Meters and Transmitters | \$ | 134,354.00 | \$ | 26,141.58 | \$ | 108,212.42 |
| 55 | THIRKETTLE CORPORATION | 0019350 | 1/18/2022 | ARP Water Meters Replacement and Install #232 | | 1,766,231.20 | | 1,384,930.76 | | 381,300.44 |
| 56 | THRESHOLD LAND SERVICES, INC. | 23-0436 | 09/01/2023 | Land Acquisition of utility easement | \$ | 77,646.28 | \$ | - | \$ | 77,646.28 |
| 57 | TX BBG CONSULTING INC. | 23-0416 | 08/10/2023 | BUILDING PLAN REVIEW FOR RESIDENTIAL & COMMERCIAL | | 25,000.00 | | 14,683.75 | | 10,316.25 |
| 58 | TYLER TECHNOLOGIES | 23-0273 | 04/27/2023 | Ticket Writing software | \$ | 42,965.00 | \$ | 34,050.00 | \$ | 8,915.00 |
| 59 | WEAVER AND TIDWELL, LLP | 23-0402 | 08/01/2023 | PAYROLL RECONCILIATION SERVICES | | 50,000.00 | | 25,000.00 | | 25,000.00 |
| 60 | WILLDAN FINANCIAL SERVICES | 23-0263 | 04/21/2023 | UTILITY RATE STUDY | \$ | 45,000.00 | \$ | 40,000.00 | \$ | 5,000.00 |

Total \$ 20,871,109.91 \$ 6,009,068.00 \$ 14,862,061.91

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Adopt On First And Final Reading, Ordinance No. 2023-53, An Ordinance Authorizing The Issuance And Sale Of The City Of Tomball, Texas, Combination Tax And Revenue Certificates Of Obligation, Series 2023; Levying A Tax And Providing For The Security And Payment Thereof; And Enacting Other Provisions Relating Thereto

Background:

In the Adopted Fiscal Year 2023-2024 Budget, the need for bond funding was identified for infrastructure improvements. These improvements include water, sewer, and parking infrastructure. The bond issuance will provide \$28,000,000 in proceeds to use for project expenditures.

On October 2, 2023, City Council approved Resolution No. 2023-38 for the Notice of Intent to Issue Certificates of Obligation, Series 2023. Since then, staff has worked with the City's financial advisor and bond counsel to complete the Preliminary Official Statement, rating agency call, and due diligence call. The pricing will be determined on December 4, 2023 and the delivery of funds will occur on December 21, 2023. Due to the pricing being determined on December 4, 2023, a draft ordinance is provided for the agenda packet and a final version will be provided prior to the City Council meeting.

Origination:

Finance

Recommendation:

Adopt Ordinance No. 2023-53 on First and Final Reading

Party(ies) responsible for placing this item on agenda: Katherine Tapscott, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

| | | | | |
|--------|-------------------------|------------|-------------|-------------------------|
| Signed | Katherine Tapscott, CPA | 11.21.2023 | Approved by | _____ |
| | Finance Director | Date | | City Manager _____ Date |

ORDINANCE NO. 2023-53

AUTHORIZING THE
ISSUANCE OF

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION
SERIES 2023

Adopted: December 4, 2023

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ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2023-53, AN
ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF
TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES
OF OBLIGATION, SERIES 2023; LEVYING A TAX AND PROVIDING FOR
THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER
PROVISIONS RELATING THERETO

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §
CITY OF TOMBALL §

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended (the “Act”), the City of Tomball, Texas (the “City”), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the City is authorized to provide that such obligations will be payable from and secured by a direct and continuing annual ad valorem tax levied, within the limits prescribed by law, against all taxable property within the City, in combination with a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system (the “System”) in an amount not to exceed \$1,000 as authorized by the Act and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, the City Council of the City (the “City Council”) has found and determined that it is necessary and in the best interests of the City and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, the City Council has found and determined that the projects described in Section 3.1 of this Ordinance constitute “public works” as such term is defined in Section 271.043 (7-a) of the Texas Local Government Code, as amended, and such projects are eligible to be financed through the issuance of certificates of obligation; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the City payable as provided in this Ordinance was published in a newspaper of general circulation in the City and posted on the City’s website in accordance with the laws of the State of Texas, which notice provided that the principal amount of such certificates of obligation would not exceed \$28,000,000 and the proceeds would be used for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, such notice provided that the City tentatively planned to consider the passage of an ordinance authorizing the issuance of the Certificates on December 4, 2023; and

WHEREAS, no petition of any kind has been filed with the City Secretary, any member of the City Council or any other official of the City, protesting the issuance of such certificates of obligation; and

WHEREAS, this City Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; now, therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1. Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Act” means Subchapter C, Chapter 271, Texas Local Government Code, as amended.

“Bond Counsel” means Bracewell LLP.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Certificate” or “Certificates” means the City’s certificates of obligation entitled, “City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023” authorized to be issued by Section 3.1 of this Ordinance.

“City” means the City of Tomball, Texas.

“City Council” means the City Council of the City.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means December 1, 2023.

“Debt Service Fund” means the debt service fund established by Section 2.2 of this Ordinance.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Ordinance, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the City Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Initial Purchaser” means the initial purchaser of the Certificates identified in Section 7.1 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the principal of the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2024.

“Maturity” means the date on which the principal of the Certificates becomes due and payable according to the terms thereof, or by proceedings for prior redemption.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the revenues to be derived from the System, after the payment of all operation and maintenance expenses thereof.

“Ordinance” as used herein and in the Certificates means this ordinance authorizing the Certificates.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means initially The Bank of New York Mellon Trust Company, N.A., or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Certificates.

“Record Date” means the last Business Day of the month next preceding an Interest Payment Date.

“Register” means the certificate register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representation Letter” means the Blanket Letter of Representations between the City and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“State” means the State of Texas.

“System” as used in this Ordinance means the City’s water and sewer system.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Certificates as the same becomes due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity and remaining unclaimed by the Owners of such Certificates for 90 days after the applicable payment or redemption date.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) Article and section references shall mean references to articles and sections of this Ordinance unless otherwise designated.

ARTICLE II

TAX LEVY; DEBT SERVICE FUND; PLEDGE OF REVENUES

Section 2.1. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Debt Service Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Debt Service Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance and associated expenses.

(d) To pay principal and interest on the Certificates coming due prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 2.2. Debt Service Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023, Debt Service Fund" (the "Debt Service Fund") with said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in, or required by this Ordinance to be deposited to, the Debt Service Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable and associated costs in accordance with their terms and this Ordinance.

Section 2.3. Pledge of Revenues.

The Net Revenues to be derived from the operation of the System in an amount not to exceed \$1,000 are hereby pledged to the payment of the principal of and interest on the Certificates as the same come due; provided, however, that such pledge is and shall be junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, that the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of Net Revenues securing the Certificates. The revenues of the System available after the payment of all operation and maintenance expenses of the System, any debt service payable from gross revenues or Net Revenues of the System, if any, as well as other payments, costs or expenses designated in an ordinance authorizing the issuance of System revenue obligations may be used for any lawful purpose of the City.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1. Authorization.

The City's "City of Tomball, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State, including particularly, the Act. The Certificates shall be issued in the aggregate principal amount of \$[] for (i) the design, construction, and equipment of improvements to the City's water and sewer system; (ii) the design, construction, and equipment of City parking facilities; and (iii) the cost of professional services incurred in connection therewith.

Section 3.2. Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the Dated Date. The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Certificate, which shall be numbered I-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

| <u>Year</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>Year</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|-------------|-----------------------------|--------------------------|-------------|-----------------------------|--------------------------|
| 2025 | \$ | % | 2040 | \$ | % |
| 2026 | | | 2041 | | |
| 2027 | | | 2042 | | |
| 2028 | | | 2043 | | |
| 2029 | | | 2044 | | |
| 2030 | | | 2045 | | |
| 2031 | | | 2046 | | |
| 2032 | | | 2047 | | |
| 2033 | | | 2048 | | |
| 2034 | | | 2049 | | |
| 2035 | | | 2050 | | |
| 2036 | | | 2051 | | |
| 2037 | | | 2052 | | |
| 2038 | | | 2053 | | |
| 2039 | | | 2054 | | |

(c) Interest shall accrue and be paid on each Certificate, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of the Closing Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

Section 3.3. Medium, Method, and Place of Payment.

(a) The principal of and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be paid by check dated as of the Interest Payment Date, and sent by United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Certificate shall be paid to the Owner thereof at Maturity or upon prior redemption upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Certificates is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Certificates thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Certificates, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6, Texas Property Code.

Section 3.4. Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the City had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until the Certificate of Paying Agent/Registrar, substantially in the form provided herein, has been duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by his duly authorized agent, which certificate shall be evidence that the Initial Certificate has been duly approved by the Attorney General of the State and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one initial Certificate (the "Initial Certificate"), representing the entire principal amount of the Certificates, payable in stated installments to the Initial Purchaser or its designee, executed by manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary of the City, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel such Initial Certificate and deliver to DTC on behalf of the Representative registered definitive Certificates as described in Section 3.9. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Certificate for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest is to be paid to the person in whose name the Certificate is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Certificate is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6. Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Certificate or Certificates of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates transferred or exchanged in accordance with this Section. A new Certificate or Certificates will be delivered by the Paying Agent/Registrar, in lieu of the Certificate being

transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Certificate called for redemption, in whole or in part, within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled balance of a Certificate.

Section 3.7. Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of such cancelled Certificates in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.8. Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.9. Book-Entry-Only System.

(a) The definitive Certificates shall be initially issued in the form of a separate single fully registered Certificate for each maturity. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute Owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest

on the Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book entry only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that it is in the best interest of the City and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.11. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2. Optional Redemption.

(a) The City has reserved the right to redeem at its option the Certificates maturing on and after February 15, 20[34], in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 20[33], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Certificates to be redeemed.

Section 4.3. [Mandatory Sinking Fund Redemption.

(a) The Certificates designated as "Term Certificates" in the form of Certificate contained in Section 6.2(a) ("Term Certificates"), are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Debt Service Fund, on the dates and in the respective principal amounts as set forth in the form of Certificate contained in Section 6.2(a).

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.3 shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Section 4.4. Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.2 hereof, the City shall determine the maturity or maturities and the amounts thereof [(or mandatory sinking

fund redemption amount within a maturity with respect to the Term Certificates)] to be redeemed and shall direct the Paying Agent/Registrar to call by lot, or other customary method that results in random selection, the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.6 of this Ordinance, shall authenticate and deliver an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.5. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Certificates by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Certificate (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Certificates are to be surrendered for payment, and if less than all Certificates outstanding are to be redeemed, an identification of the Certificates or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Certificates under Section 4.2 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.6. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.7. Effect of Redemption.

(a) When Certificates have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Certificates or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Certificate or portion thereof called for redemption shall terminate on the date fixed for redemption. If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the City.

Section 4.8. Lapse of Payment. Money set aside for the redemption of the Certificates and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.3(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1. Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as provided herein. The City or its designee shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions, exchanges and replacements of such Certificates, as provided in this Ordinance.

(d) The Paying Agent/Registrar Agreement is hereby approved in substantially the same form provided, and the Mayor or the Mayor Pro Tem and the City Secretary of the City are hereby authorized and directed to execute and deliver the Paying Agent/Registrar Agreement.

Section 5.2. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3. Maintaining Paying Agent/Registrar.

(a) At all times while any Certificates are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Certificates.

Section 5.4. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor Paying Agent/Registrar has assumed the duties of Paying Agent/Registrar for the Certificates.

Section 5.5. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby and under the Paying Agent/Registrar Agreement.

Section 5.7. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1. Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures (CUSIP) of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) The Certificates shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(c) The Initial Certificate submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.2. Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTIES OF HARRIS AND MONTGOMERY

CITY OF TOMBALL, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:
_____ % February 15, 20__ December 21, 2023 _____

The City of Tomball (the “City”), in the Counties of Harris and Montgomery, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing on February 15, 2024.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/Registrar or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the

Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Certificate appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Certificate is not a Business Day, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday, or day on which banking institutions in the State of Texas or the city in which the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are generally authorized or obligated by law or executive order to close (a "Business Day"), and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Certificate is dated December 1, 2023 and is one of a series of fully registered certificates specified in the title hereof issued in the aggregate principal amount of \$[_____] (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the City (the "Ordinance") for the costs associated with (i) the design, construction, and equipment of improvements to the City's water and sewer system; (ii) the design, construction, and equipment of City parking facilities; and (iii) professional services incurred in connection therewith.

The City has reserved the right to redeem the Certificates maturing on and after February 15, 20[34], in whole or from time to time in part, before their respective scheduled maturity dates, on February 15, 20[33], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the maturity or maturities [(or mandatory sinking fund redemption amount within a maturity with respect to Term Certificates)] and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Certificates maturing on February 15, 20__ (the "Term Certificates") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

\$ Term Certificates Maturing February 15, 20

| <u>Mandatory Redemption Date</u> | <u>Principal Amount</u> |
|----------------------------------|-------------------------|
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| (maturity) | \$ |

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than 30 days prior to a redemption date for the Certificates, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Certificates to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

The City reserves the right to give notice of its election or direction to redeem Certificates pursuant to an optional redemption conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the City to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the

Certificates called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Certificate or portion thereof has not been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Certificate have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, within the limits prescribed by law, sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the City.

IT IS FURTHER certified, recited and represented that the revenues to be derived from the operation of the City's water and sewer system, after the payment of all operation and maintenance expenses thereof (the "Net Revenues"), are pledged to the payment of the principal of and interest on the Certificates in an amount not to exceed \$1,000; provided, however, that such pledge is junior and subordinate in all respects to the pledge of the Net Revenues to the payment of all outstanding obligations of the City and any obligation of the City, whether authorized heretofore or hereafter, which the City designates as having a pledge senior to the pledge of the Net Revenues to the payment of the Certificates. The City also reserves the right to issue, for any lawful purpose at any time, in one or more installments, bonds, certificates of obligation and other obligations of any kind payable in whole or in part from the Net Revenues, secured by a pledge of the Net Revenues that may be prior and superior in right to, on a parity with, or junior and subordinate to the pledge of the Net Revenues securing the Certificates.

IN WITNESS WHEREOF, the City has caused this Certificate to be executed by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed or placed in facsimile on this Certificate.

City Secretary
City of Tomball, Texas

Mayor [Pro Tem] ¹
City of Tomball, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY THAT this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

¹ Delete if the Mayor executes the Initial Certificate

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below" and "CUSIP NUMBER _____" deleted; and

(ii) in the first paragraph of the Certificate, the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from schedule in Section 3.2 of the Ordinance)

(iii) the Initial Certificate shall be numbered I-1.

Section 6.3. CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4. Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Certificate over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF CERTIFICATES; DEPOSIT OF PROCEEDS; OFFICIAL STATEMENT

Section 7.1. Sale of Certificates.

(a) The sale and delivery of the Certificates, having been duly advertised and offered for sale at competitive bid, are hereby sold and awarded to [_____] (the "Initial Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$[_____] being the bid which produced the lowest true interest cost, subject to the approving opinion as to the legality of the Certificates of the Attorney General of the Texas and the opinion of Bond Counsel. The Initial Certificate shall be registered in the name of the Initial Purchaser or its designee. The Mayor or Mayor Pro Tem and all other officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions to and to provide for the issuance and delivery of the Certificates.

Section 7.2. Deposit of Proceeds.

Proceeds from the sale of the Certificates shall, promptly upon receipt by the City, be applied as follows:

(a) The amount of \$[_____] consisting of \$[_____] principal amount of Certificate proceeds plus premium received from the sale of the Certificates in the amount of \$[_____] shall be used for the purposes set forth in Section 3.1 hereof;

(b) Premium received from the sale of the Certificates in the amount of \$[_____] shall be used to pay the costs of issuance.

(c) Any amounts remaining after accomplishing such purposes and paying costs of issuance in subsection (b) shall be [used for the purposes described in subsection (a) or] deposited in the Debt Service Fund.

Section 7.3. Control and Delivery of Certificates.

(a) The Mayor or Mayor Pro Tem of the City is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor or Mayor Pro Tem, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Certificates, as they may deem necessary to consummate the delivery of the Certificates. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code, as amended (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bond or (ii) \$9,500, but in no case less than \$750).

Section 7.4. Official Statement.

The form and substance of the Preliminary Official Statement and any addenda, supplement or amendment thereto, is hereby ratified and approved, and has been deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of the Rule. The City hereby authorizes and approves the preparation of a final Official Statement to add the terms of the Initial Purchaser's bid and other relevant information. The use of such final Official Statement in the reoffering of the Certificates by the Initial Purchaser is hereby approved and authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

ARTICLE VIII

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 8.1. Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Debt Service Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest

on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 8.2. Other Representations and Covenants.

(a) The City will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

(c) It is hereby found and determined that the projects described in Section 3.1 of this Ordinance constitute public works as such term is defined under Section 271.043(7-a) of the Texas Local Government Code and are eligible to be financed through the issuance of the Certificates.

Section 8.3. Provisions Concerning Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Certificates.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse by the City has not been adopted for a particular project, this Ordinance serves as the City’s official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

ARTICLE IX

DISCHARGE

Section 9.1. Discharge.

The Certificates may be defeased, discharged or refunded in any manner now or hereafter permitted by applicable law.

ARTICLE X

CONTINUING DISCLOSURE UNDERTAKING

Section 10.1. Annual Reports.

(a) The City shall provide annually to the MSRB, in electronic format, accompanied by identifying information as prescribed by the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in and after 2023, financial information and operating data with respect to the City of the general type included in the Official Statement in Tables 1-6 and 8-14, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements when and if they become available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 10.2. Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Certificates:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of the holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City,

any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the “2018 Release”) and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule affected by the 2018 Release.

(b) The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 10.1. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 10.3. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any redemption calls and any defeasances that cause the City to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent the underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 10.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Changes to Ordinance.

Bond Counsel is hereby authorized to make any changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of the State.

Section 11.2. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11.3. Repealer.

All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 11.4. Individuals Not Liable.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Certificates, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 11.5. Related Matters.

To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor or Mayor Pro Tem, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient in order to consummate the delivery of the Certificates, pay the costs of issuance on the Certificates, and effectuate the terms and purposes of this Ordinance.

Section 11.6. Force and Effect.

This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Signature Page Follows]

FIRST AND FINAL READING:

**READ, PASSED AND APPROVED AS SET OUT BELOW AT THE
MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4th
DAY OF DECEMBER, 2023.**

| | |
|---------------------|-------|
| COUNCILMAN FORD | _____ |
| COUNCILMAN STOLL | _____ |
| COUNCILMAN DUNAGIN | _____ |
| COUNCILMAN TOWNSEND | _____ |
| COUNCILMAN PARR | _____ |

City Secretary
City of Tomball, Texas

Mayor
City of Tomball, Texas

[SEAL]

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on December 4, 2023, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

| | |
|--------------------|--|
| Lori Klein Quinn | Mayor |
| Derek Townsend Sr. | Mayor Pro Tem and Councilman, Position 4 |
| John F. Ford | Councilman, Position 1 |
| Mark Stoll | Councilman, Position 2 |
| Dane Dunagin | Councilman, Position 3 |
| Randy Parr | Councilman, Position 5 |

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2023-53

ADOPT ON FIRST AND FINAL READING, ORDINANCE NO. 2023-53, AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

Member(s) shown present voted “Aye.”

Member(s) shown present voted “No.”

Member(s) shown present abstained from voting.

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the above

and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code, as amended.

SIGNED AND SEALED this 4th day of December, 2023.

[SEAL]

City Secretary
City of Tomball, Texas

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Proposed Annexation: *(Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182) (11701 Holderrieth Rd., HCAD 0410260020004)*

Background:

Origination: HH 11701 Properties LLC

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda: Sasha Luna, 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 | <u>Sasha Luna</u> | <u>11-27-2023</u> | Approved by | _____ |
| | City Secretary | Date | | City Manager |
| | | | | Date |

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**



**MONDAY, DECEMBER 4, 2023
6:00 P.M.**

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, **DECEMBER 4, 2023** at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:

**METES AND BOUNDS DESCRIPTION
12.114 ACRES (527,706 SQUARE FEET) LOCATED IN THE
ELIZABETH SMITH SURVEY, ABSTRACT 70 & THE C.M. PILOT SURVEY,
ABSTRACT 632, HARRIS COUNTY, TEXAS
(11701 HOLDERRIETH RD., HCAD 0410260020004)**

Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk’s File (H.C.C.F.) Number 20140017182; Said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

BEGINNING at a 5/8 inch iron rod with “Gorrdanda” cap found for the northeast corner of the herein described tract and the northwest corner of a called 29.707 acre tract of record in the name of Bernard C. Holderrieth and Alvina Holderrieth in H.C.C.F. Number B402171, and being on the south Right-of-Way (R.O.W.) line of Holderrieth Road (width varies);

THENCE, coincident the east line of the herein described tract and the west line of aforesaid 29.707 acre tract, South 14 Degrees 21 Minutes 24 Seconds East, a distance of 1,023.87 feet to a 1/2 inch iron rod with “Villa 6751” cap set for the southeast corner of the herein described tract and the northeast corner of a called 16.4724 acre tract of record in the name of 11311 Holderreith Limited, L.P., in H.C.C.F. Number W840420, and being on the west line of said 29.707 acre tract;

THENCE, coincident the south line of the herein described tract and the north line of aforesaid 16.4724 acre tract, South 82 Degrees 00 Minutes 26 Seconds West, a distance of 522.80 feet to the southwest corner of the herein described tract and the northwest corner of said 16.4724 acre tract, and being on the east line of a called 7.3995 acre tract of record in the name of the City of Tomball in H.C.C.F. Number V109876;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 7.3995 acre tract the following five (5) courses:

1. North 23 Degrees 31 Minutes 10 Seconds West, a distance of 477.72 feet to the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 71.37 feet, having a radius of 325.00 feet, a central angle of 12 Degrees 34 Minutes 58 Seconds and a chord bearing of North 11 Degrees 33 Minutes 44 Seconds East, a distance of 71.23 feet;
3. North 17 Degrees 51 Minutes 14 Seconds East, a distance of 113.68 feet to the beginning of a curve to the left;
4. Coincident aforesaid curve to the left, an arc length of 373.07 feet, having a radius of 475.00 feet, a central angle of 45 Degrees 00 Minutes 02 Seconds and a chord bearing of North 04 Degrees 38 Minutes 58 Seconds West, a distance of 363.55 feet;
5. North 27 Degrees 08 Minutes 46 Seconds West, a distance of 26.50 feet to the northwest corner of the herein described tract and the northeast corner of aforesaid 7.3995 acre tract, and being on the south R.O.W. line of aforesaid Holderrieth Road;

THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Holderrieth Road, North 82 Degrees 01 Minutes 22 Seconds East, a distance of 451.28 feet to the **POINT OF BEGINNING** and containing 12.114 acres (527,706 square feet) of land.

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 15th day of November 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia
Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Adopt, on First Reading, Ordinance 2023-52, an Ordinance of the City of Tomball, Texas, extending the city limits of said City to include all of the territory within certain limits and boundaries and annexing to the City of Tomball all of the territory within such limits and boundaries; approving a service plan for all of the area within such limits and boundaries; containing other provisions relating to the subject; and providing a savings and severability clause (*being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182; said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83)[11701 Holderrieth Rd, HCAD 0410260020004]*

Background:

Public Hearing will be held on December 4, 2023, prior to the First Reading of Ordinance No. 2023-52.

The applicants are requesting annexation into the City of Tomball. Proposed rezoning of 12.114 acres (527,706 square feet) of land from Agricultural (AG) to Light Industrial (LI) after initial annexation with intentions to develop a business park which will include office-warehouse space, according to the applicant.

Origination: HH 11701 Properties LLC

Recommendation:

Adopt, on First Reading, Ordinance No. 2023-52.

Party(ies) responsible for placing this item on agenda: Sasha Luna, 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 | <u>Sasha Luna</u> | Approved by | _____ |
| | Staff Member | | City Manager |
| | Date | | Date |

ORDINANCE NO. 2023-52

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (BEING A TRACT OR PARCEL, CONTAINING 12.114 ACRES (527,706 SQUARE FEET) OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT NUMBER 70 AND IN THE C.M. PILOT SURVEY, ABSTRACT 632, HARRIS COUNTY, TEXAS; SAID 12.114 ACRE TRACT OF RECORD IN THE NAME OF CSV HOLDERRIETH, LLC IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER 20140017182; SAID 12.114 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARING REFERENCED HEREIN ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE NAD83)[11701 HOLDERRIETH RD, HCAD 0410260020004]

* * * * *

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

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If 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 section 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; and should this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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 4TH DAY OF
DECEMBER 2023.

| | |
|---------------------|-------|
| COUNCILMAN FORD | _____ |
| COUNCILMAN STOLL | _____ |
| COUNCILMAN DUNAGIN | _____ |
| COUNCILMAN TOWNSEND | _____ |
| COUNCILMAN PARR | _____ |

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ DAY OF
_____ 202____. .

| | |
|---------------------|-------|
| COUNCILMAN FORD | _____ |
| COUNCILMAN STOLL | _____ |
| COUNCILMAN DUNAGIN | _____ |
| COUNCILMAN TOWNSEND | _____ |
| COUNCILMAN PARR | _____ |

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit “A” – Page 1

METES AND BOUNDS DESCRIPTION 12.114 ACRES (527,706 SQUARE FEET) LOCATED IN THE ELIZABETH SMITH SURVEY, ABSTRACT 70 & THE C.M. PILOT SURVEY, ABSTRACT 632, HARRIS COUNTY, TEXAS

Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk’s File (H.C.C.F.) Number 20140017182; Said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

BEGINNING at a 5/8 inch iron rod with “Gorrdanda” cap found for the northeast corner of the herein described tract and the northwest corner of a called 29.707 acre tract of record in the name of Bernard C. Holderrieth and Alvina Holderrieth in H.C.C.F. Number B402171, and being on the south Right-of-Way (R.O.W.) line of Holderrieth Road (width varies);

THENCE, coincident the east line of the herein described tract and the west line of aforesaid 29.707 acre tract, South 14 Degrees 21 Minutes 24 Seconds East, a distance of 1,023.87 feet to a 1/2 inch iron rod with “Villa 6751” cap set for the southeast corner of the herein described tract and the northeast corner of a called 16.4724 acre tract of record in the name of 11311 Holderreith Limited, L.P., in H.C.C.F. Number W840420, and being on the west line of said 29.707 acre tract;

THENCE, coincident the south line of the herein described tract and the north line of aforesaid 16.4724 acre tract, South 82 Degrees 00 Minutes 26 Seconds West, a distance of 522.80 feet to the southwest corner of the herein described tract and the northwest corner of said 16.4724 acre tract, and being on the east line of a called 7.3995 acre tract of record in the name of the City of Tomball in H.C.C.F. Number V109876;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 7.3995-acre tract the following five (5) courses:

1. North 23 Degrees 31 Minutes 10 Seconds West, a distance of 477.72 feet to the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 71.37 feet, having a radius of 325.00 feet, a central angle of 12 Degrees 34 Minutes 58 Seconds and a chord bearing of North 11 Degrees 33 Minutes 44 Seconds East, a distance of 71.23 feet;
3. North 17 Degrees 51 Minutes 14 Seconds East, 113.68 feet to the beginning of a curve to the left;

EXHIBIT “A” – Page 2

4. Coincident aforesaid curve to the left, an arc length of 373.07 feet, having a radius of 475.00 feet, a central angle of 45 Degrees 00 Minutes 02 Seconds and a chord bearing of North 04 Degrees 38 Minutes 58 Seconds West, a distance of 363.55 feet;
5. North 27 Degrees 08 Minutes 46 Seconds West, a distance of 26.50 feet to the northwest corner of the herein described tract and the northeast corner of aforesaid 7.3995-acre tract, and being on the south R.O.W. line of aforesaid Holderrieth Road;

THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Holderrieth Road, North 82 Degrees 01 Minutes 22 Seconds East, a distance of 451.28 feet to the **POINT OF BEGINNING** and containing 12.114 acres (527,706 square feet) of land.

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr.
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
September 27, 2023
Project Number 23-0836

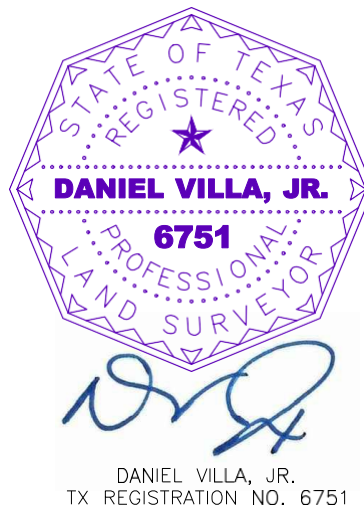


EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

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 ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of 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 the 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.

- 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 currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current 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: GOVERNING LAW

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.

VIII. 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 the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, 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.

Annexation Request



The City of Tomball requires annexation as a condition of extending municipal water, wastewater and/or other utility services to property located outside of the City's full-purpose jurisdiction. Following annexation, available utility services will be provided to the annexed property under the same terms and conditions as for other property located within the City of Tomball.

The undersigned property owner requests full-purpose annexation of the subject tract into the City of Tomball's full purpose jurisdiction in accordance with Chapter 43 of the Texas Local Government Code.

Requesting annexation does not change the City's obligation to provide municipal services in accordance with Chapter 43 of the Texas Local Government Code.

For information regarding the City's annexation process, please contact the City Secretary at 281-290-1002 or the Community Development Department at 281-290-1405.

Annexation must be completed prior to extension of water, wastewater, and/or other utilities.

I/We, the undersigned, am/are the current owner(s) of the tract described above and I/we request annexation into the City of Tomball for full-purposes in accordance with Chapter 43 of the Texas Local Government Code.

HA 11701 PROPERTIES LLC
Name of Owner(s) (Type or Print)

LAWRENCE J. BARAS 8/30/23
Owner's Signature Date

Received by City Secretary Date

Received by Community Development Department Date

CITY OF TOMBALL
ANNEXATION REQUEST APPLICATION
Part A: Statement of Request

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Mayor and Council:

1. I (we) the undersigned being the owner(s) of the property legally described as:

12.114 AC. SITUATED IN THE CLAUDE N. PILLOT SURVEY, A-632
& ELIZABETH SMITH LEAGUE, A-70 HARRIS COUNTY, TEXAS

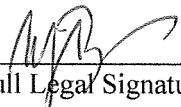
hereby request the annexation of described property into the City of Tomball. Included with this request for annexation are all pertinent property Harris County Appraisal District Account Numbers:

0410260020004

(Obtainable through the County Clerk's Office)

2. The described property is contiguous to the City of Tomball's corporate city limits - ☒ Yes ☐ No.

3. Attached is proof of ownership of the property by the undersigned - ☒ Yes ☐ No.


Full Legal Signature

LAWRENCE J. BARRIS
Name (print)

HH 11701 PROPERTIES LLC
Company Name (if applicable)

9103 EMPLOYER RD, STE 21
Mailing Address (print)

Houston TX 77040
City, State, Zip

0713-466-3282
Phone Number

LJBARRIS@GMAIL.COM
E-mail Address (print)

8/30/23
Date

Full Legal Signature

Name (print)

Company Name (if applicable)

Mailing Address (print)

City, State, Zip

Phone Number

E-mail Address (print)

Date

Part B: Annexation Property Evaluation & Anticipated Development Information

(Please print or type.)

1. Agent's Contact Information:

Please list any agents acting on behalf of the annexation property owner that should be notified of information pertaining to this annexation request.

(Attach a list of additional agents, if necessary.) _____

Name: AUSTIN HAYNES

Company Name: ALTAR GROUP, PLLC

Mailing Address: PO BOX 1305 , CYPRESS, TX 770410
City/State/Zip

Phone Number: 281-794-3015

E-mail Address: AUSTIN@ALTARGRP.COM

2. Property Addresses: 11701 Holderrieth Road, Tomball, Texas 77375

Please list all property addresses associated with the proposed annexation property.

(Attach a list of additional property addresses, if necessary.)

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____
- k. _____

3. Nature of Existing Property:

Property Location: 11701 HOLDERRIETH ROAD Number of Acres: 12.114

Existing Zoning: no zoning, not within city limits at current.

Is development in conformance with existing zoning districts?

Yes ☒ No ☐ Don't know

Current Assessed Valuation of Land: 1,319,216

Improvements: 118,832

Total: 1,438,148

☒ Check if this property does not currently contain any structures, then proceed to #4.

a.) **Residential (existing)**

_____ Check here if there are no residential structures on the property.

No. of Units _____

No. of Lots _____

or Acres _____

Single-Family _____

Duplexes _____

Four-Plex _____

Patio Homes _____

Townhouses _____

Apartments _____

b.) **Office and Commercial (existing)**

_____ Check here if there are no office or commercial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

c.) **Institutional (existing)**

_____ Check here if there are no institutional structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

d.) **Industrial (existing)**

_____ Check here if there are no industrial structures on the property.

Size (Sq. Ft.) _____

Structure _____

Exterior Site Improvements _____

Total Site Coverage _____

4. **Anticipated Development**

a.) **Platting Status** *(Please check the applicable box below)*

_____ **A plat pertaining to this property has been submitted to the Community Development Department for review**

 x A plat pertaining to this property will be submitted to the Community Development Department in the near future

Will be submitted after annexation

_____ A plat will not be submitted within the next 6 months

b.) **Zoning Status** - Please note that properties are annexed as Agricultural "AG", unless zoning reclassification is requested by the property owner in conjunction with annexation.

 x If a zoning reclassification is desired in conjunction with the annexation process, please check this box and contact the Community Development Department.

Will zoning changes be required and requested in the future to accommodate anticipated development?

☐ Yes If yes, please describe: _____ acres of _____
☐ No

c.) Residential (anticipated)

☒ Check here if no residential structures are anticipated on the proposed property.

No. of Units _____ Value of Units _____
No. of Lots or Acres _____ Total Estimated Value _____

Single-Family _____
Duplexes _____
Four-Plex _____
Patio Homes _____
Townhouses _____
Apartments _____
Total _____

d.) Office and Commercial (anticipated)

☐ Check here if no office and/or commercial structures are anticipated on the proposed property.

Size (Sq. Ft.) 33,740
Unit Value (\$/Sq. Ft.) \$140
Total Estimated Value \$4,723,600
Structure Metal buildings with office and warehouse space
Exterior Site Improvements Pavement and landscaping to accommodate development
Total Site Coverage 16%

e.) Institutional (anticipated)

☒ Check here if no institutional structures are anticipated on the proposed property.

Size (Sq. Ft.) _____
Unit Value (\$/Sq. Ft.) _____
Total Estimated Value _____
Structure _____
Exterior Site Improvements _____
Total Site Coverage _____

f.) Industrial (anticipated)

☒ Check here if no industrial structures are anticipated on the proposed property.

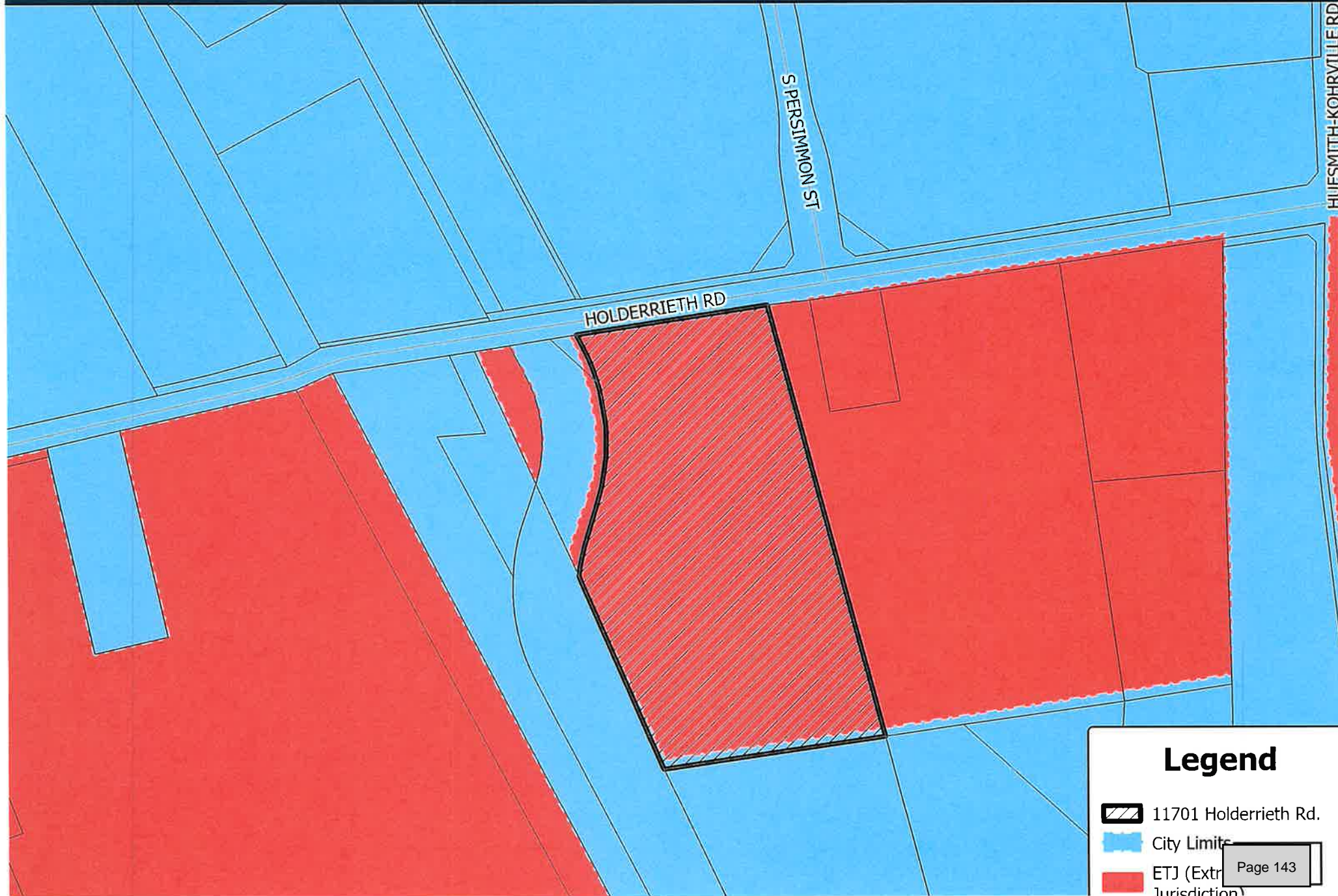
Size (Sq. Ft.) 134,965
Unit Value (\$/Sq. Ft.) \$140
Total Estimated Value \$18,865,100
Structure Metal buildings with office and warehouse space
Exterior Site Improvements Pavement and landscaping to accommodate development
Total Site Coverage 64%
Estimated Number of Employees 280

g.) Staging of Anticipated Development (In %)

| | Current | | | | | | |
|---------------------|----------------|------------|------------|------------|------------|-------------|-------------|
| | Yr | Yr2 | Yr3 | Yr4 | Yr5 | Yr10 | Yr20 |
| Residential | <u>0</u> | _____ | _____ | _____ | _____ | _____ | _____ |
| Office / Commercial | <u>100</u> | _____ | _____ | _____ | _____ | _____ | _____ |
| Institutional | <u>0</u> | _____ | _____ | _____ | _____ | _____ | _____ |
| Industrial | <u>100</u> | _____ | _____ | _____ | _____ | _____ | _____ |



Municipal Boundaries





**METES AND BOUNDS DESCRIPTION
12.114 ACRES (527,706 SQUARE FEET)
LOCATED IN THE
ELIZABETH SMITH SURVEY, ABSTRACT 70
& THE C.M. PILOT SURVEY, ABSTRACT 632,
HARRIS COUNTY, TEXAS**

Being a tract or parcel, containing 12.114 acres (527,706 square feet) of land situated in the Elizabeth Smith Survey, Abstract Number 70 and in the C.M. Pilot Survey, Abstract 632, Harris County, Texas; Said 12.114 acre tract of record in the name of CSV Holderrieth, LLC in Harris County Clerk's File (H.C.C.F.) Number 20140017182; Said 12.114 acre tract being more particularly described by metes and bounds as follows (bearing referenced herein are based on the Texas Coordinate System, South Central Zone NAD83):

BEGINNING at a 5/8 inch iron rod with "Gorrdanda" cap found for the northeast corner of the herein described tract and the northwest corner of a called 29.707 acre tract of record in the name of Bernard C. Holderrieth and Alvina Holderrieth in H.C.C.F. Number B402171, and being on the south Right-of-Way (R.O.W.) line of Holderrieth Road (width varies);

THENCE, coincident the east line of the herein described tract and the west line of aforesaid 29.707 acre tract, South 14 Degrees 21 Minutes 24 Seconds East, a distance of 1,023.87 feet to a 1/2 inch iron rod with "Villa 6751" cap set for the southeast corner of the herein described tract and the northeast corner of a called 16.4724 acre tract of record in the name of 11311 Holderreith Limited, L.P., in H.C.C.F. Number W840420, and being on the west line of said 29.707 acre tract;

THENCE, coincident the south line of the herein described tract and the north line of aforesaid 16.4724 acre tract, South 82 Degrees 00 Minutes 26 Seconds West, a distance of 522.80 feet to the southwest corner of the herein described tract and the northwest corner of said 16.4724 acre tract, and being on the east line of a called 7.3995 acre tract of record in the name of the City of Tomball in H.C.C.F. Number V109876;

THENCE, coincident the west line of the herein described tract and the east line of aforesaid 7.3995 acre tract the following five (5) courses:

1. North 23 Degrees 31 Minutes 10 Seconds West, a distance of 477.72 feet to the beginning of a curve to the right;
2. Coincident aforesaid curve to the right, an arc length of 71.37 feet, having a radius of 325.00 feet, a central angle of 12 Degrees 34 Minutes 58 Seconds and a chord bearing of North 11 Degrees 33 Minutes 44 Seconds East, a distance of 71.23 feet;
3. North 17 Degrees 51 Minutes 14 Seconds East, a distance of 113.68 feet to the beginning of a curve to the left;
4. Coincident aforesaid curve to the left, an arc length of 373.07 feet, having a radius of 475.00 feet, a central angle of 45 Degrees 00 Minutes 02 Seconds and a chord bearing of North 04 Degrees 38 Minutes 58 Seconds West, a distance of 363.55 feet;
5. North 27 Degrees 08 Minutes 46 Seconds West, a distance of 26.50 feet to the northwest corner of the herein described tract and the northeast corner of aforesaid 7.3995 acre tract, and being on the south R.O.W. line of aforesaid Holderrieth Road;

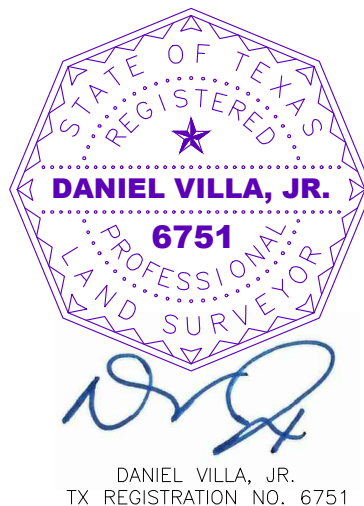
THENCE, coincident the north line of the herein described tract and the south R.O.W. line of aforesaid Holderrieth Road, North 82 Degrees 01 Minutes 22 Seconds East, a distance of 451.28 feet to the **POINT OF BEGINNING** and containing 12.114 acres (527,706 square feet) of land.



DVJ
CIVIL ENGINEERING &
LAND SURVEYING

8118 Fry Road, Ste. 402, Cypress, Texas 77433 * (281) 213-2517
www.dvjlandsurveying.com * TBPELS Reg. No. 10194609

Compiled by: Chris Garcia
Checked by: Daniel Villa, Jr.
DVJ Land Surveying
8118 Fry Road, Ste. 402
Cypress, Texas 77433
September 27, 2023
Project Number 23-0836



City Council Meeting
Agenda Item
Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve a services agreement with DXI Industries, Inc. for the purchase of chlorine and sulfur dioxide gas for water treatment for Fiscal Year 2024, for a not-to-exceed amount of \$225,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2023-2024 budget.

Background:

The proposed services agreement with DXI Industries, Inc. is a one-year agreement, beginning December 5 and expiring December 4, 2024, with the option for five additional one-year renewals. DXI Industries was selected through the competitive sealed bid process (Bid No. 2024-04), which allowed for interested parties to submit sealed bids for the chemicals required for water treatment and one bid was received. The City has used DXI in the past to provide the required chemicals and had a positive experience with the services and products providing. The selection and discussions were held in accordance with the City’s adopted Procurement Policy and Manual and state procurement law.

This item authorizes an annual services agreement with DXI Industries, Inc. for the purchase of chlorine and sulfur dioxide gas based on the amount included in the adopted fiscal year 2023-2024 budget.

Origination: Public Works Department

Recommendation:

Staff recommends approving a services agreement with DXI Industries, Inc. for the purchase of chlorine and sulfur dioxide gas for an amount no-to-exceed \$225,000.

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: #600-613-6110 & 600-614-6110

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: xxxx

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, **DXI Industries, Inc.** (the “Company”), with an office at **300 Jackson Hill Street, Houston, Texas 77007**, City hereby engages the services of Company as an independent contract for Baseball Netting 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 **December 5, 2023 through December 4, 2024**, with five additional one-year renewal options. 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 **\$225,000 annually**.

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. Be 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 busi-

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:

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 November, 2023.

DXI INDUSTRIES, INC.
Company
Lenny Leal
Signature
Lenny Leal
Print Name
Regional Sales Mgr.
Title

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

This instrument was acknowledged before me on this ____ day of _____, 2023,
by _____, on behalf of said entity.

Notary Public, State of Texas

AGREED to and ACCPETED this ____ day of _____, 2023.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

EXHIBIT A

CHLORINE AND SULFUR DIOXIDE GAS

GENERAL DESCRIPTION:

The City of Tomball (City) is soliciting sealed bids for Bid Number 2024-04, for an annual agreement for the purchase of chlorine and sulfur dioxide gas for water treatment. Below are the General Specifications for all interested bidders.

The selected bidder will provide the chemicals required based on the full scope of the work.

GENERAL SPECIFICATIONS

It is the intention of the City of Tomball to enter into a contract with a reliable Vendor to furnish chlorine and sulfur dioxide gas in accordance with the following specifications for the Fiscal Year 2023-2024, beginning December 1, 2023 and ending November 30, 2024. The City of Tomball will have the right and option to extend the term for five (5) additional one (1) year period 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.

The services to be furnished in this agreement will be for the purchase and delivery of chlorine gas in 150-pound capacity cylinders and one (1) ton capacity cylinders and sulfur dioxide gas in one (1) ton capacity cylinders to be ordered as needed and delivered to the specified locations as deemed by the City according to the specifications listed below:

- I. Chemicals to be supplied:
 - A. Chlorine shall be 100% gas
 - i. Packaging and delivery:
 - 1. 150-pound cylinders
 - 2. 1-ton cylinders
 - ii. Estimate Yearly Usage:
 - 1. 150-pound cylinders: 250
 - 2. 1-ton cylinders: 50
 - B. Sulfur Dioxide shall be 100% gas
 - i. Packaging and deliver:
 - 1. 1-ton cylinders
 - ii. Estimated Yearly Usage:
 - 1. 1-ton cylinders: 25
- II. Vendor Requirements
 - A. Vendor agrees to provide an annual contract commencing on December 1, 2023 through November 30, 2024. All quoted prices will be effective for a period of one (1) year from the date of the contract with an option to renew for five (5) additional one-year terms.
 - B. All deliveries shall be made during normal business hours, Monday through Friday from 8 a.m. to 4 p.m. CST, where designated by the City of Tomball Public Works Department. No weekend deliveries will be permitted.

- C. All chemicals shall be purchased upon demand and delivered to the specified destination within 24 hours of request. If a logistics issue will delay a scheduled delivery than the delivery must be made early.
- III. Insurance Requirements

Vendors shall obtain and keep the duration of the contract insurance against claims for injuries to persons or damage to property, which arise from or in connection with the performance of the executed agreement. The Vendor shall pay the cost of such insurance.

 - A. The amount of insurance shall not be less than:
 - i. Commercial General Liability: Minimum of \$1,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent Vendor's liability (if applicable) written on an occurrence form.
 - ii. Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii. Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
 - B. Each insurance policy required by this Agreement shall have the following clauses:
 - i. "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City of Tomball".
 - ii. "It is agreed that any insurance or self-insurance maintained by the City of Tomball, its elected or appointed officials, employees, agents and volunteers shall be excess of Vendor's insurance and shall not contribute with insurance provided by this policy."
 - C. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall have the following clause in a separate endorsement:
 - i. "The City of Tomball, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with the City of Tomball."
 - D. Insurance is to be placed with insurers acceptable to and approved by the City of Tomball. Vendor's insurer must be authorized to do business in Texas at the time the license is executed and throughout the period the license is maintained, unless otherwise agreed to in writing by the City of Tomball. Failure to keep or renew coverage or to supply evidence of renewal will be treated as a material breach of contract.
 - E. City shall be given original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the city before work begins on the premises.
 - F. City reserves the right to require complete, certified copies of all required insurance policies at any time.
 - G. Any deductibles or self-insured retentions must be declared to and approved by the city. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents, and volunteers; or Vendor shall provide a financial guarantee satisfactory to the City

- guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- H. Vendor shall include all its Vendors as insured under its policies or shall furnish separate certificates and endorsements for each Vendor. All coverages for Vendor's Vendors shall be subject to all the requirements stated herein.
 - I. Nothing contained herein shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from the activities of Vendor or its agents, employees, invitees, or Vendors upon the Premises during the License Period.

| |
|--|
| Bid Number 2024-04: Chlorine & Sulfur Dioxide Gas |
|--|

| |
|----------|
| Bid Form |
|----------|

| Item | Chemical | Cylinder Amount | Price per Cylinder |
|------|--------------------|-----------------|--------------------|
| 1 | Chlorine Gas | 150 pound | \$281.00 |
| 2 | Chlorine Gas | 1 ton | \$2,097.00 |
| 3 | Sulfur Dioxide Gas | 1 ton | \$2,097.00 |

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve a contract with B&C Constructors, LP for the renovations to the City of Tomball Administrative Services Building through a 1GPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$98,628.68, 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 FY 2023-2024 Budget.

Background:

As part of the FY 2022-2023 and 2023-2024 budget processes, the City added a number of positions in departments that currently work in the Administrative Services Building (501 James St.). As such, staff completed an assessment of the facility to identify renovations and improvements that could accommodate the growing staff. With a preliminary list of potential upgrades and renovations, staff requested funding in the FY 2023-2024 budget, and over the past few weeks, finalized a space plan to accommodate all positions.

Staff worked with our contractor, B&C Constructors, to obtain a quote for the work to be completed, including office renovations, electrical upgrades, flooring, and millwork. The renovations and upgrades were budgeted for \$175,000 and the quote received is \$98,628.68. This quote does not include electrical renovations, fire safety improvements or office furniture, an estimated summary is reflected below. Additional furniture will be purchased out of the budgeted project once the renovations are complete, and any remaining funds will be utilized to construct additional parking space.

| | |
|---|-------------|
| Construction Renovations | \$98,628.68 |
| Electrical Upgrades/Improvements (estimated) | \$40,000.00 |
| Fire Safety (estimated) | \$20,000.00 |
| Office Furniture (estimated) | \$15,000.00 |

This item authorizes a contract with B&C Constructors who will perform the necessary work on the renovation to the Public Works Administration Facility under a 1GPA Contract (Contract No. 19-03DP).

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP to perform renovations to the Administrative Services Building.

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

Drew Huffman, Public Works
Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____

If yes, specify Account Number: # 100-157-6406

If no, funds will be transferred from _____
account _____

To account # _____

Signed Drew Huffman

Staff Member

Date _____

Approved by _____

City Manager

Date _____



Budget Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: November 15, 2023

PROJECT: COT Admin Selected
Remodel.001

To: Justin Pruitt

City of Tomball
501 James Street
Tomball TX, 77375

1GPA # 19-03DP

Attn: Justin Pruitt

| DESCRIPTION | AMOUNT |
|---|---------------------|
| General Conditions/Supervision | \$ 16,542.00 |
| Copy Rm. (1): Demo wing wall and carpet @ corridor build new wall provide and install door frame and door to match existing. Walls to be 5/8" 2 sides sheet rock taped / floated and painted to match. Carpet to be replaced with carpet tiles (selection TBD) | \$ 12,420.00 |
| File Rm. Open area (2): Demolition Of Existing Rolling File Cabinets and carpet at office new office area Build Walls Free Standing Below Existing Suspended acoustic ceiling with 3-5/8" 25 Gage Metal studs w/ 5/8" Gypsum Board on 2 sides insulated paint to match. Install 2ea. Doors and new carpet TBD. | \$ 22,530.00 |
| Room 204 (3): Demo wing wall build partition wall to create two offices Sheet rock insulate walls tape float and paint provide and install new door and frame install hardware | \$ 9,845.00 |
| Waiting Rm. (4): Demolition of lower millwork only. Patch repair and paint walls as needed | \$ 7,120.00 |
| Administration Rm. (5): Demo closet wall millwork and carpet patch, repair, paint as needed. Install new door and frame to match existing (hard ware by owner). Install 2'x2' ceiling grid/tile and carpet. | \$ 15,600.00 |
| Map Rm. (6): Demo lower millwork and carpet. Patch, repair and paint walls. Install carpet. | \$ 5,100.00 |
| Permitting Rm. (7) Demo wingwall, carpet, cabinetry and millwork repair walls install door and carpet. | \$ 12,564.00 |
| Subtotal | \$ 101,721.00 |
| 1GPA Coefficient .96 | \$ 97,652.16 |
| 1GPA J.O.C Fee 1% | \$ 976.52 |
| SCOPE OF PROPOSAL Quote is subject to price change and availability from time of order. OT Included | |
| James Laycock, Project Manager | |
| TOTAL AMOUNT | \$ 98,628.68 |

THANK YOU FOR YOUR BUSINESS!

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve Resolution 2023-55, a Resolution of the City Council of the City of Tomball, Texas, Amending Tow Truck Rotation Company Fees – Vehicle Storage Fees in the Master Fee Schedule for Fiscal Year 2023-2024, and Providing an Effective Date.

Background:

The City of Tomball adopts a Master Fee Schedule annually that incorporates City fees, fines, permits, utility rates and other charges for services, with the fiscal year fee schedule adopted by Resolution Number 2023-44 on September 18, 2023, and last updated by Resolution No. 2023-51 on November 20, 2023. Resolution No. 2023-55 amends the FY 2023-2024 Master Fee Schedule as follows:

Tow Truck Rotation Company Fees – Vehicle Storage Fees

Page 7 of the FY 2023-2024 Master Fee Schedule, in accordance with Texas Department of Licensing and Regulation, Texas Administrative Code Chapter 85. The update to the fee schedule amends the daily vehicle storage maximum allowable fee that may be assessed for towed vehicles. Per the 2021 biennial adjustment, the maximum vehicle storage fee that may be assessed for daily storage will be adjusted as follows:

1. Vehicle that is 25 feet or less in length: \$21.03
2. Vehicle that exceeds 25 feet in length: \$36.80

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

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2023-55 approving the update to the Master Fee Schedule for Fiscal Year 2023-2024, to be effective immediately after approval.

Party(ies) responsible for placing this item on agenda: Jeff Bert, Police 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 Jeff Bert Approved by _____

| | |
|--------------|------|
| Staff Member | Date |
|--------------|------|

| | |
|--------------|------|
| City Manager | Date |
|--------------|------|

RESOLUTION NO. 2023-55

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS AMENDING TOW TRUCK ROTATION
COMPANY FEES – VEHICLE STORAGE FEES IN THE MASTER
FEE SCHEDULE FOR FISCAL YEAR 2023-2024, AND PROVIDING
AN EFFECTIVE DATE.**

* * * * *

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

WHEREAS, the Tomball City Council finds it advisable and necessary to amend the City of Tomball Tow Truck Rotation Company Fees as it pertains to the Vehicle Storage Fees as previously adopted by Resolution No. 2023-44 and amended by Resolution No. 2023-55;

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Resolution are true and correct.

Section 2. Page 7, Tow Truck Rotation Company Fees – Vehicle Storage Fees, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2023-2024 is hereby amended in accordance with Texas Department of Licensing and Regulation, Texas Administrative Code Chapter 85 setting the maximum allowable vehicle storage fee that may be assessed.

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

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other any part or provision hereof

other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

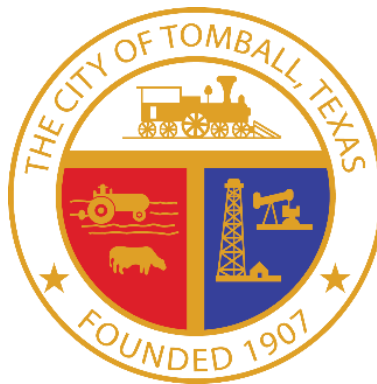
Section 5. This Resolution shall be effective immediately upon passage.

PASSED, APPROVED, AND RESOLVED this 4th day of December 2023.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary



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

Effective October 1, 2023

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Administrative Fees

| General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances) | |
|---|---|
| Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding \$500.00, except as otherwise noted. | |
| Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding \$2,000.00. | |
| Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding \$200.00. | |
| Credit Card Processing Fee | |
| The City charges a processing fee of three percent (3%) on all credit card transactions. | |
| Nonsufficient Funds Fee | |
| When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a \$30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately. | |
| Notary Public Fees | |
| <i>Service</i> | <i>Fee</i> |
| For protesting a bill or note for nonacceptance or nonpayment, register and seal | \$4.00 |
| For each notice of protest | \$1.00 |
| For protesting in all other cases | \$4.00 |
| For certificate and seal to a protest | \$4.00 |
| For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal | \$6.00 for first signature; \$1.00 for each additional signature |
| For administering an oath or affirmation with certificate and seal | \$6.00 |
| For a copy of a record or paper (uncertified copy) in the notary public's office | \$0.50 per page |
| For taking the deposition of a witness | \$0.50 for each 100 words |
| For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition | \$6.00 |
| For a notarial act not provided for | \$6.00 |
| Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70) | |
| Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Charges are summarized below for convenience, but any requestors should refer to the TAC for the most up to date costs. | |

Alarm Permits & Fees

| Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances) | |
|--|--------------------------|
| The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system. | |
| Type of Property | Fee |
| Residential property | No fee |
| Individual apartment unit | \$50.00 |
| Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system | \$50.00 |
| Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system | \$50.00 |
| False Alarm Notification Fees (Sec. 16-59, Code of Ordinances) | |
| If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification. | |
| Residential Burglar/Fire False Alarm | Fee |
| First through third false alarm | No fee |
| Fourth and fifth false alarm | \$25.00 per false alarm |
| Sixth through eighth false alarm | \$50.00 per false alarm |
| For each false alarm thereafter | \$100.00 per false alarm |
| Commercial Burglar/Fire False Alarms | Fee |
| First through third false alarm | No fee |
| Fourth and fifth false alarm | \$50.00 per false alarm |
| Sixth through eighth false alarm | \$75.00 per false alarm |
| For each false alarm thereafter | \$100.00 per false alarm |
| Panic False Alarm | Fee |
| First and second false alarm | No fee |
| For each false alarm thereafter | \$100.00 per false alarm |
| Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances) | |
| Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system. | |
| A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than \$500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system. | |

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

| Two-Year Fee Chart | | | |
|----------------------------|---|---------------------------------------|--------------------------------------|
| <i>License Type</i> | <i>Description of License</i> | <i>T.A.B.C. 2-Year Fee</i> | <i>Tomball 2-Year Fee</i> |
| BE | Malt Beverage Retailer's On Premise License - Original/Years 1 and 2 | \$2,000.00 | \$1,000.00 |
| | Malt Beverage Retailer's On Premise License - Renewal | \$1,500.00 | \$750.00 |
| BF | Malt Beverage Retailer's Off Premise License | \$120.00 | \$60.00 |
| BG | Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2 | \$2,000.00 | \$1,000.00 |
| | Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal | \$1,500.00 | \$750.00 |
| BP | Brewpub License | \$1,000.00 | \$500.00 |
| BQ | Wine & Malt Beverage Retailer's Off Premise (Harris County) | \$120.00 | \$60.00 |
| BW | Brewers License | N/A | \$1,500.00 |
| LH | Late Hours Mixed Beverage | Local fee not authorized | |
| MB | Mixed Beverage - Years 1 and 2 | \$6,000.00 | N/A |
| | Mixed Beverage - 1 st Renewal (Years 3 and 4) | \$4,500.00 | \$1,125.00 |
| | Mixed Beverage - 2 nd Renewal (Years 5 and 6) | \$3,000.00 | \$1,150.00 |
| | Mixed Beverage - 3 rd Renewal (Subsequent Years) | \$1,500.00 | \$750.00 |
| P | Package Store | \$1,000.00 | \$500.00 |
| Q | Wine-Only Package Store | \$150.00 | \$75.00 |
| SD | Brewers Self-Distribution | N/A | \$600.00 |
| W | Wholesalers Permit | \$3,750.00 | \$1,875.00 |

Animal Services Fees

Kennel License (Sec. 8-202, Code of Ordinances)

| | |
|---------------------------|---------|
| Annual kennel license fee | \$10.00 |
|---------------------------|---------|

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~~ **\$21.03** 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~~ **\$36.80** 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) | | \$1,500.00 | |
| Non-residential site plan review – 2,000 square feet or less | | \$250.00 | |
| Non-residential site plan review – greater than 2,000 square feet | | \$300.00 plus \$10.00 per acre | |
| Single-family site plan/Building elevation review | | \$50.00 | |
| Variance/Special Exception (Board of Adjustments) | | \$500.00 | |
| Zoning Verification Request | | \$50.00 | |
| Comprehensive Plan Amendment | | \$1,000.00 | |
| Public Improvement District Fees | | | |
| Nonrefundable application fee paid at the time of petition submission | | \$2,500.00 | |
| Engineering Fees | | | |
| Floodplain permit application | \$50.00 | | |
| TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application | \$100.00 | | |
| Civil plan review fee HB 3492 hourly rate: \$85.91 | \$101 per acre of development (minimum of \$101) \$86 per hour for each review after three reviews | | |
| Development Construction Inspection Fee HB 3492 hourly rate: \$102.19 | Project Area | Fee | |
| | 0 to 0.50 acres | \$800 | |
| | 0.501 to 4.99 acres | \$1,200 | |
| | 4.991 acres and more | \$2,500 + \$1,133 per additional acre above 4.991 acres | |
| Right-of-way abandonment | \$1,000.00 | | |
| Fee-in-lieu-of construction of sidewalks | \$75.00 per linear foot of street frontage | | |
| Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information. | | | |
| Building Permits | | | |
| Residential Building Permits | | | |
| Single-family residential building permit - new construction and remodels | \$0.45 per square feet of building area; \$100.00 minimum | | |
| Residential foundation repair permit | \$100.00 | | |
| Commercial Building Permits | | | |
| Total Valuation (Building) | Fee | | |
| \$1,000 and less | \$60.00 fee will be charged for each initial inspection | | |
| \$1,001 to \$50,000 | \$60.00 for the first \$1,000 in value, plus \$5.00 for each additional thousand or fraction thereof | | |

| | |
|---|---|
| \$50,001 to \$100,000 | \$305.00 for the first \$50,000 in value, plus \$4.00 for each additional thousand or fraction thereof |
| \$100,001 to \$500,000 | \$505.00 for the first \$100,000 in value, plus \$3.00 for each additional thousand or fraction thereof |
| \$500,001 and greater | \$1,705.00 for the first \$500,000 in value, plus \$2.00 for each additional thousand or fraction thereof |
| Building Plan Review Fee | |
| Residential and Commercial Fee | Equal to 50% of the cost of the associated building permit |
| Banner Sign Fee | |
| Banner sign fee | \$25.00 |
| Structure Moving Fee | |
| Fee to move any primary habitable building or structure (including manufactured homes) within city limits | \$110.00 |
| Demolition Permit/Fee | |
| Size of building/structure | Fee |
| 0 to 100,000 cubic feet | \$100.00 |
| 100,001 cubic feet and greater | \$100.00, plus \$1.00 for each additional 1,000 cubic feet or fraction thereof |
| Roofing Permit | |
| Residential roofing permit | \$50.00 |
| Commercial roofing permit | Obtain a Commercial Building Permit |
| Penalties | |
| Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a \$250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees. | |
| Electrical Permits | |
| Electrical permit base fee | \$42.00 |
| Plus the following when required (fee is per unit installed) | |
| Services (including subpanels) | |
| Service less than 125 amp with meter loop | \$18.00 |
| Service between 125 and 200 amp with meter loop | \$24.00 |
| Service between 201 and 400 amp with meter loop | \$36.00 |
| Outlets (including all light switches and electrical openings) | |
| Outlets and fixtures | \$0.60 |
| Appliances | |
| Any electrical appliance (A/C, dryer, range, dishwasher, etc.) | \$6.00 |
| Motors (installed) | |
| ¾ h.p. | \$3.60 |
| Greater than ¾ h.p. and less than 10 h.p. | \$8.40 |
| Greater than or equal to 10 h.p. | \$12.00 |

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

| | | |
|--|--|---|
| Boiler or chillers inspection | \$120.00 (per unit) | |
| Driveway Permits | | |
| Permit Type | No Culvert | With Culvert |
| Residential driveway permit | \$25.00 | \$1,575.00 |
| Commercial driveway permit | \$25.00 | \$25.00 (inspection only - City does not set commercial culverts) |
| Certificate of Occupancy | | |
| Certificate of completion/certificate of occupancy | None, included with new commercial and residential permits | |
| Change in occupancy (name change and use change) | \$60.00 | |
| Temporary certificate of occupancy (valid for 14 days) | \$85.00 | |
| Operating without a certificate of occupancy | \$250.00 | |
| Inspections | | |
| First inspection (includes building, mechanical, plumbing and electrical inspections) | Included in permit | |
| First re-inspection (second inspection) | \$50.00 | |
| Second re-inspection (third inspection) | \$75.00 | |
| Third re-inspection (fourth inspection) | \$100.00 | |
| All re-inspections after third re-inspection (fee per inspection) | \$150.00 | |
| After hours inspection fee | \$300.00 | |
| Water Tap Fees | | |
| Water Tap Fees | | |
| Meter Size | Fee | |
| 5/8 inch to 3/4 inch | \$1,700.00 | |
| 1.0 inch | \$1,950.00 | |
| 1.5 inch | \$2,850.00 | |
| 2.0 inch | \$3,050.00 | |
| Irrigation tap (1 inch) | \$1,950.00 | |
| Irrigation tap (2 inch) | \$2,800.00 | |
| The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City. | | |
| Connections on State Rights-of-Way (in addition to tap fee) | \$190.00 | |
| Water Boring Fees | | |
| Line Size | Fee | |
| 1 inch line | \$1,000.00 | |
| 2 inch line | \$1,200.00 | |
| The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore. | | |

| Wastewater (Sewer) Tap Fees | | | | |
|--|---------------------|------------------|--------------------------|-------------|
| Connection Size | | | Fee | |
| 4 inch | | | \$1,500.00 | |
| 6 inch | | | \$1,775.00 | |
| The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City. | | | | |
| Connections on State Rights-of-Way (in addition to tap fee) | | | \$250.00 | |
| Wastewater Boring Fees | | | | |
| Up to 6 inch line | | | \$1,450.00 | |
| The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore. | | | | |
| Sewer Service Reconnection | | | | |
| Sewer service reconnection fee | | | \$200.00 | |
| Natural Gas Tap Fees | | | | |
| BTUs | | Meter Size | | Fee |
| 0 to 345,000 | | 200-275 | | \$1,200.00 |
| 345,001 to 450,000 | | 415-450 | | \$1,600.00 |
| 450,001 to 1,760,000 | | 750-880 | | \$3,250.00 |
| If pounds are needed, add emcorrector to total cost (fee) | | | \$1,175.00 | |
| Gas regulator upgrade fee | | | \$100.00 | |
| The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City. | | | | |
| Connections on State rights-of-way (0 to 450,000 BTUs) | | | \$250.00 | |
| Connection on State rights-of-way (greater than 450,000 BTUs) | | | \$350.00 | |
| Boring Fees | | | | |
| Bores up to 80 feet in length | | | \$1,000.00 | |
| The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore. | | | | |
| Water and Wastewater Impact Fees | | | | |
| Living Unit Equivalents (LUEs) | Water Meter Size | Water Impact Fee | Wastewater Impact Fee | Total Fees |
| 1.0 | ¾ inch | \$6,618 | \$8,069 | \$14,687 |
| 1.6 | 1 inch | \$10,588 | \$12,910 | \$23,498 |
| 5.3 | 1.5 inch | \$35,075 | \$42,765 | \$77,840 |
| 6.6 | 2 inch | \$43,678 | \$53,255 | \$96,933 |
| 13.3 | 3 inch | \$88,019 | \$107,317 | \$195,336 |
| 26.6 | 4 inch | \$176,038 | \$214,635 | \$390,673 |
| 53.3 | 6 inch | \$352,739 | \$430,077 | \$782,816 |
| 90.0 | 8 inch | \$595,620 | \$726,210 | \$1,321,830 |
| 166.6 | 10 inch | \$1,102,558 | \$1,344,295 | \$2,446,853 |

| Drainage Impact Fees | |
|-----------------------|---------------------|
| <i>Drainage Basin</i> | <i>Fee</i> |
| M118 | \$5,757.81 per acre |
| M121E | \$7,886.69 per acre |
| M121W | \$6,692.00 per acre |
| M125 | \$436.88 per acre |

Fire Department Permits & Inspections

| Fire Marshal Office Plan Review and Applications | | | | |
|--|---------------------------|-------------------------------|--------------------------------|---------------------------------|
| <i>Life Safety Plan Review</i> | | | | |
| Size | 1 to 2,500 square feet | 2,501 to 5,000 square feet | 5,001 to 10,000 square feet | More than 10,000 square feet |
| Fee | \$25.00 | \$50.00 | \$75.00 | \$100.00 |
| <i>Fire Sprinkler System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Riser | | | | \$10.00 each |
| Fire Department Connection | | | | \$10.00 each |
| Per Each Sprinkler Head | | | | \$1.00 each |
| <i>Fire Alarm System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Signal/Notification Device | | | | \$2.00 each |
| <i>Paint Booth/Mixing Room</i> | | | | |
| Review Fee | | | | \$200.00 |
| Nozzle | | | | \$1.00 each |
| <i>Cooking Suppression System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Nozzle | | | | \$1.00 each |
| <i>Fuel Storage Tank Installation or Removal</i> | | | | |
| For 1 Tank per site | | | | \$150.00 |
| For 2 Tanks per site | | | | \$200.00 |
| For 3 or more Tanks per site | | | | \$250.00 |
| <i>Installation Penalty</i> | | | | |
| No permit fee – equal to two times the cost of the total plan review fee | | | | |
| <i>Special Services - To Be Paid Before 3:45 p.m.</i> | | | | |
| Special Handling/Same Day Service - Plans | | | | \$200.00 |
| <i>Acceptance Testing/Fire Final Inspections</i> | | | | |
| Initial inspection | | | | Included in permit |
| First re-inspection (second inspection) | | | | \$50.00 |
| Second re-inspection (third inspection) | | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | | \$75.00 per hour |
| <i>State Licensed Facility Inspection - Group I Occupancy</i> | | | | |
| Initial Inspection | | | | Included in permit |
| First re-inspection (second inspection) | | | | \$50.00 |
| Second re-inspection (third inspection) | | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | | \$75.00 per hour |
| <i>Boarding Home Annual Permit</i> | | | | |
| Inspection and Annual Permit | | | | \$500.00 |
| Each additional re-inspection | | | | \$75.00 |

| Life Safety Inspection - Annual | | | |
|---|-----------------|-------------------------------|--------------------|
| Initial Inspection | | | Included in permit |
| First re-inspection (second inspection) | | | \$50.00 |
| Second re-inspection (third inspection) | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | \$75.00 per hour |
| Access Control Device Installation | | | |
| Access control device installation plan review | | | \$200.00 |
| Fire Marshal Permits | | | |
| Permit | Permit Ref. No. | Renewable (R) or One-Time (O) | Fee |
| Amusement Buildings | 105.6.2 | R | \$100.00 |
| Aviation Facilities | 105.6.3 | R | \$150.00 |
| Carnivals & Fairs | 105.6.4 | R | \$150.00 |
| Cellulose Nitrate Film | 105.6.5 | R | \$100.00 |
| Combustible Dust Producing Operations | 105.6.6 | R | \$100.00 |
| Combustible Fibers | 105.6.7 | R | \$125.00 |
| Compressed Gases | 105.6.8 | R | \$100.00 |
| Covered Mall Buildings | 105.6.9 | R | \$50.00 |
| Cryogenic Fluids | 105.6.10 | R | \$100.00 |
| Cutting & Welding | 105.6.11 | R | \$75.00 |
| Dry Cleaning Plants | 105.6.12 | R | \$100.00 |
| Exhibits & Trade Shows | 105.6.13 | R | \$75.00 |
| Explosives, including Fireworks | 105.6.14 | R | \$150.00 |
| Flammable and Combustible Liquids | 105.6.16 | R | \$75.00 |
| Floor Finishing, including Bowling Lanes | 105.6.17 | R | \$100.00 |
| Fumigation and Insecticide Fogging | 105.6.19 | R | \$50.00 |
| Hazardous Materials | 105.6.20 | R | \$150.00 |
| HPM Facilities | 105.6.21 | R | \$150.00 |
| High Pile Storage | 105.6.22 | R | \$75.00 |
| Hot work Operations | 105.6.23 | R | \$75.00 |
| Industrial Ovens | 105.6.24 | R | \$100.00 |
| Lumber Yards and Wood Working Plants | 105.6.25 | R | \$100.00 |
| Liquid or Gas Fueled vehicles in Assembly Buildings | 105.6.26 | R | \$100.00 |
| LP Gas | 105.6.27 | R | \$100.00 |
| Magnesium Working | 105.6.28 | R | \$150.00 |
| Miscellaneous Combustible Storage | 105.6.29 | R | \$100.00 |
| Open burning (commercial-trench) | 105.6.30 | R | \$150.00 |
| Open Flames and Candles | 105.6.32 | R | \$50.00 |
| Organic Coating | 105.6.33 | R | \$100.00 |
| Places of Assembly (50-100) | 105.6.34 | R | \$75.00 |
| Places of Assembly (101-299) | | R | \$100.00 |
| Places of Assembly (300 or More) | | R | \$125.00 |
| Pyrotechnic Special Effects Material | 105.6.36 | R | \$150.00 |
| Repair Garage | 105.6.39 | R | \$100.00 |
| Motor Vehicle Fuel Dispensing Facility | 105.6.39 | R | \$100.00 |

| | | | |
|--|----------|---|----------|
| Rooftop Heliports | 105.6.40 | R | \$150.00 |
| Spraying & Dipping | 105.6.41 | R | \$150.00 |
| Tire Storage | 105.6.42 | R | \$100.00 |
| Temporary Structures, Tents & Canopies | 105.6.43 | R | \$75.00 |
| Wood Products | 105.6.46 | R | \$100.00 |
| Fire Flow Test | 105.6.50 | O | \$150.00 |

Municipal Court Fines & Fees

| Municipal Court Collection Fees | |
|--|---------|
| Time payment fee for cases set up on a payment plan (state fee, cannot be waived) | \$15.00 |
| Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants | \$10.00 |
| Failure to appear/violate promise to appear fine | \$25.00 |
| Compliance reimbursement fee | \$20.00 |
| Fees for Past Due Accounts (<u>Sec. 2-240, Code of Ordinances</u>) | |
| In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection. | |

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

| Community Center Rental Fees | | | |
|---|-----------------|--------------------|---------------|
| <i>Rentals for Monday through Friday (until 3 p.m.)</i> | | | |
| Rates listed per hour; 2-hour minimum rentals required | | | |
| <i>Renter</i> | <i>Room A</i> | <i>Room B</i> | <i>Room C</i> |
| Nonprofit club/organizations which do not charge for services | \$50.00 | \$30.00 | \$15.00 |
| Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$75.00 | \$50.00 | \$20.00 |
| Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$100.00 | \$75.00 | \$30.00 |
| <i>Rentals for Friday (after 3 p.m.), Saturday, and Sunday</i> | | | |
| Rates listed per hour; 2-hour minimum rentals required | | | |
| <i>Renter</i> | <i>Room A</i> | <i>Room B</i> | <i>Room C</i> |
| Nonprofit club/organizations which do not charge for services | \$75.00 | \$50.00 | \$15.00 |
| Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$100.00 | \$75.00 | \$50.00 |
| Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$125.00 | \$100.00 | \$75.00 |
| <i>Kitchen Rental Fee</i> | | | |
| Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental. | | | |
| <i>Community Center Fee Waiver Policy</i> | | | |
| <p>The following groups shall have their rental fees waived:</p> <ul style="list-style-type: none"> Tomball-based nonprofit youth organizations who provide proof of nonprofit status <p>The following Tomball-based groups and organizations may request a waiver of fees from the City:</p> <ul style="list-style-type: none"> Group/organization generates sales tax dollars for Tomball Group/organization supports City functions, events or programs Group/organization is a nonprofit benefitting the City of Tomball in some manner | | | |
| <i>Deposits for Rentals</i> | | | |
| All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party. | | | |
| Park Facility Reservation Fees | | | |
| <i>Park/Facility</i> | <i>Resident</i> | <i>Nonresident</i> | |
| Railroad Depot Plaza Gazebo – Half Day | \$50.00 | \$100.00 | |
| Railroad Depot Plaza Gazebo – Full Day | \$100.00 | \$125.00 | |
| Juergens Park Pavilion – Half Day | \$50.00 | \$100.00 | |
| Juergens Park Pavilion – Full Day | \$100.00 | \$125.00 | |
| Jerry Matheson Park Pavilion – Half Day | \$50.00 | \$100.00 | |
| Jerry Matheson Park Pavilion – Full Day | \$100.00 | \$125.00 | |
| Theis Attaway Nature Center Pavilion – Half Day | \$50.00 | \$100.00 | |
| Theis Attaway Nature Center Pavilion – Full Day | \$100.00 | \$125.00 | |

| <i>Tennis & Pickleball Court Rentals</i> | | |
|---|------------------------|---------------------------|
| <i>Rental Type</i> | <i>Resident</i> | <i>Nonresident</i> |
| Individual court rental | \$5.00 for 2 hours | \$10.00 for 2 hours |
| League court rental Spring season: February through May Fall Season: September through December | \$150.00 per season | \$170.00 per season |

Pipelines, Wells, and Seismic Activities

| | |
|---|----------------|
| Pipeline Permits (<u>Sec. 18-104, Code of Ordinances</u>) | |
| Bond | \$500,000.00 |
| Filing Fee | \$1,000.00 |
| Well and Seismic Activities Permits (<u>Sec. 18-54-58, Code of Ordinances</u>) | |
| Original application fee | \$10,000.00 |
| Expediting application fee | \$15,000.00 |
| Renewal application for well, training well, training well site, or seismic activities | \$500.00 |
| Bond Requirement | \$1,000,000.00 |
| Nonconforming Wells (<u>Sec. 18-28, Code of Ordinances</u>) | |
| Filing fee for each well registration | \$100.00 |

Police Department Fees

| General Fees | |
|--|-----------------------|
| Offense report (public page) | \$2.00 each |
| Local arrest record checks/letters | \$2.00 each |
| Accident report | \$6.00 each |
| Fingerprint cards – all other purposes | \$5.00 per card |
| Impounded vehicles, impounding fee | Not to exceed \$10.00 |

Utility Fees, Rates & Charges

| City of Tomball Utilities – Deposit | | | |
|--|--|-----------|--|
| Residential deposit | \$200.00 | | |
| Commercial deposit | Average annual bill of previous occupant multiplied by two (2) or \$300.00, whichever is greater | | |
| Temporary hydrant meter deposit | \$3,000.00 | | |
| City of Tomball Utilities – Monthly Administrative Service Charge | | | |
| City utility administrative service charge | \$1.00 per month per account | | |
| City of Tomball Garbage Bag Fees | | | |
| First two (2) rolls of garbage bags per residence per year | Free | | |
| Each subsequent 50-bag roll | \$12.00 | | |
| City of Tomball Utilities Administrative Fees | | | |
| Connection and Disconnection Fees | | | |
| The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows: | | | |
| During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service | | | \$50.00 |
| During unscheduled service periods (after hours and weekends), including new service | | | \$100.00 |
| Damages to Utility Functions and Tampering Fees | | | |
| Damage to any utility facilities, tampering with valves, meters, etc. | | | \$200.00 |
| Delinquent Account Fees | | | |
| In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration. | | | |
| City of Tomball Water Utility Rates & Fees | | | |
| North Harris County Regional Water Authority Charges | | | |
| The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/ . | | | |
| Monthly Rates for Potable Water Sales | | | |
| Customer Class | Usage (gallons) during billing month | Base Rate | Consumption Charge for each 1,000 gallons used |
| Small residential | Up to 10,000 | \$11.55 | \$3.02 |
| Medium residential | 10,001 to 15,000 | \$13.29 | \$3.77 |
| Large residential | 15,001 or more | \$15.29 | \$4.72 |
| Small commercial | Up to 5,000 | \$19.56 | \$3.66 |

| | | | |
|---|--|---------|--------------------|
| Medium commercial | 5,001 to 51,000 | \$31.48 | \$4.58 |
| Large commercial | 51,000 or more | \$55.11 | \$5.72 |
| Bulk Water Sales | | | |
| Bulk sales rate | All usage | \$92.27 | \$5.12 |
| Additionally, if a meter is desired for bulk sales, a deposit of \$1,000.00 will be required. Bulk water sales will also be charged applicable administrative fees and the NHCRWA fees. | | | |
| Water Meter Testing Fee | | | |
| In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size. | | | |
| Meter Size | | | Testing Fee |
| 0.75 inch and 1 inch | | | \$175.00 |
| 1.5 inch and 2.0 inch | | | \$225.00 |
| 3.0+ in meters | | | \$325.00 |
| Meter Box Repair Fee | | | |
| In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of \$225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs. | | | |
| City of Tomball Wastewater (Sanitary Sewer) Utility Rates | | | |
| Residential Sanitary Sewer Rates, with Potable Water Service | | | |
| Monthly Base Charge | | | \$10.23 |
| Volume rate per 1,000 gallons | | | \$3.57 |
| Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption. | | | |
| Commercial Sanitary Sewer Rates, with Potable Water Service | | | |
| Monthly base charge | | | \$24.91 |
| Volume rate per 1,000 gallons | | | |
| 0 to 5,000 gallons | | | \$4.53 |
| 5,001 to 51,000 gallons | | | \$5.65 |
| More than 51,000 gallons | | | \$7.07 |
| Residential Sanitary Sewer Rates, without Potable Water Service | | | |
| Monthly base rate | | | \$41.93 |
| Commercial Sanitary Sewer Rates, without Potable Water Service | | | |
| Monthly base rate | | | \$69.78 |
| Fee per drain (in excess of 10) | | | \$2.78 |
| City of Tomball Natural Gas Utility Rates | | | |
| Base rate | \$11.75 | | |
| Consumption | \$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF) | | |

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

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

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

Wired Telecommunications Services – Provider License Fees

(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer)

\$2.10

(Sec. 38-202 – Compensation)

- (a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.
- (b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

| Equipment Type | Construction Permit Fee | Rights-of-way Fee |
|----------------------|---|--|
| Transport Facilities | \$500.00 for first 5 nodes, \$250.00 for each additional node | \$28.00 per month per node ^{1, 4} |
| Network Nodes | \$500.00 for first 5 nodes, \$250.00 for each additional node | \$250.00 per year per node ^{2, 3} |
| Node Support Poles | \$1,000.00 per pole | \$250.00 per year per pole ² |

¹ Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

² As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

³ Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than \$20.00 per year per service pole.

⁴ A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

- (1) Install its own transport facilities as provided in this section; or
- (2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

- (c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.
- (d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.
- (e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.
- (f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

| Outdoor Sound Amplification Equipment (<u>Sec. 18-194, Code of Ordinances</u>) | |
|---|--|
| Permit for amplification of music or human speech | \$10.00 |
| Manufactured Home Park or Recreational Vehicle Park | |
| <i>Construction or Enlargement Fees</i> | |
| Application for construction/enlargement | \$100.00 plus \$10.00 per unit in excess of 25 units |
| <i>Park Operations License Fees</i> (Chapter 26, Code of Ordinances) | |
| Annual operations license | \$100.00 plus \$3.00 for each space within the park |

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of \$500, except that zoning, fire safety, and health violations may have fines of up to \$2000 per offense. Most traffic related state offenses have a maximum fine of \$200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court

Sec. 1-14. - General penalty for violations of Code; continuing violations.

(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding \$500.00, except for:

(1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be \$2,000.00 for each offense; and

(2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed \$200.00.

However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state.

(b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment.

(c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed \$500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense.

(d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds \$500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation.

(e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code.

(f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense.

(g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code [ch. 12](#).

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

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

Parking Enforcement Violation Handicap

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

Offense: Speeding

| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
|-----------------|-------------|--------------------|--------------|------------------------|--------------|
| 1-15 | \$86.00 | \$134.00 | \$220.00 | \$25.00 | \$245.00 |
| 16 | \$92.00 | \$134.00 | \$226.00 | \$25.00 | \$251.00 |
| 17 | \$98.00 | \$134.00 | 232.00 | \$25.00 | \$257.00 |
| 18 | \$104.00 | \$134.00 | \$238.00 | \$25.00 | \$263.00 |
| 19 | \$110.00 | \$134.00 | \$244.00 | \$25.00 | \$269.00 |
| 20 | \$116.00 | \$134.00 | \$250.00 | \$25.00 | \$275.00 |
| 21 | \$122.00 | \$134.00 | \$256.00 | \$25.00 | \$281.00 |
| 22 | \$128.00 | \$134.00 | \$262.00 | \$25.00 | \$287.00 |
| 23 | \$134.00 | \$134.00 | \$268.00 | \$25.00 | \$293.00 |
| 24 | \$140.00 | \$134.00 | \$274.00 | \$25.00 | \$299.00 |
| 25 | \$146.00 | \$134.00 | \$280.00 | \$25.00 | \$305.00 |
| 26 | \$152.00 | \$134.00 | \$286.00 | \$25.00 | \$311.00 |
| 27 | \$158.00 | \$134.00 | \$292.00 | \$25.00 | \$317.00 |
| 28 | \$164.00 | \$134.00 | \$298.00 | \$25.00 | \$323.00 |
| 29 | \$170.00 | \$134.00 | \$304.00 | \$25.00 | \$329.00 |
| 30 | \$176.00 | \$134.00 | \$310.00 | \$25.00 | \$335.00 |
| 31 | \$182.00 | \$134.00 | \$316.00 | \$25.00 | \$341.00 |
| 32 | \$188.00 | \$134.00 | \$322.00 | \$25.00 | \$347.00 |
| 33 | \$194.00 | \$134.00 | \$328.00 | \$25.00 | \$353.00 |
| 34 and over | \$200.00 | \$134.00 | \$334.00 | \$25.00 | \$359.00 |

Offense: Speeding in a School Zone

| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
|-----------------|-------------|--------------------|--------------|------------------------|--------------|
| 1-15 | \$86.00 | \$159.00 | \$245.00 | \$25.00 | \$270.00 |
| 16 | \$92.00 | \$159.00 | \$251.00 | \$25.00 | \$276.00 |
| 17 | \$98.00 | \$159.00 | \$257.00 | \$25.00 | \$282.00 |
| 18 | \$104.00 | \$159.00 | \$263.00 | \$25.00 | \$288.00 |
| 19 | \$110.00 | \$159.00 | \$269.00 | \$25.00 | \$294.00 |
| 20 | \$116.00 | \$159.00 | \$275.00 | \$25.00 | \$300.00 |
| 21 | \$122.00 | \$159.00 | \$281.00 | \$25.00 | \$306.00 |
| 22 | \$128.00 | \$159.00 | \$287.00 | \$25.00 | \$312.00 |
| 23 | \$134.00 | \$159.00 | \$293.00 | \$25.00 | \$318.00 |
| 24 | \$140.00 | \$159.00 | \$299.00 | \$25.00 | \$324.00 |

| 25 | \$146.00 | \$159.00 | \$305.00 | \$25.00 | \$330.00 |
|---|--------------------------|--|------------------|------------------------|--------------|
| 26 | \$152.00 | \$159.00 | \$211.00 | \$25.00 | \$336.00 |
| 27 | \$158.00 | \$159.00 | \$317.00 | \$25.00 | \$342.00 |
| 28 | \$164.00 | \$159.00 | \$323.00 | \$25.00 | \$348.00 |
| 29 | \$170.00 | \$159.00 | \$329.00 | \$25.00 | \$354.00 |
| 30 | \$176.00 | \$159.00 | \$335.00 | \$25.00 | \$360.00 |
| 31 | \$182.00 | \$159.00 | \$341.00 | \$25.00 | \$366.00 |
| 32 | \$188.00 | \$159.00 | \$347.00 | \$25.00 | \$372.00 |
| 33 | \$194.00 | \$159.00 | \$353.00 | \$25.00 | \$378.00 |
| 34 and over | \$200.00 | \$159.00 | \$359.00 | \$25.00 | \$384.00 |
| Offense: Speeding in a Construction Zone | | | | | |
| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
| 1-15 | \$172.00 | \$134.00 | \$306.00 | \$25.00 | \$331.00 |
| 16 | \$184.00 | \$134.00 | \$318.00 | \$25.00 | \$343.00 |
| 17 | \$196.00 | \$134.00 | \$330.00 | \$25.00 | \$355.00 |
| 18 | \$208.00 | \$134.00 | \$342.00 | \$25.00 | \$367.00 |
| 19 | \$220.00 | \$134.00 | \$354.00 | \$25.00 | \$379.00 |
| 20 | \$232.00 | \$134.00 | \$366.00 | \$25.00 | \$391.00 |
| 21 | \$244.00 | \$134.00 | \$378.00 | \$25.00 | \$403.00 |
| 22 | \$256.00 | \$134.00 | \$390.00 | \$25.00 | \$415.00 |
| 23 | \$268.00 | \$134.00 | \$402.00 | \$25.00 | \$427.00 |
| 24 | \$280.00 | \$134.00 | \$414.00 | \$25.00 | \$439.00 |
| 25 | \$292.00 | \$134.00 | \$426.00 | \$25.00 | \$451.00 |
| 26 | \$304.00 | \$134.00 | \$438.00 | \$25.00 | \$463.00 |
| 27 | \$316.00 | \$134.00 | \$450.00 | \$25.00 | \$475.00 |
| 28 | \$328.00 | \$134.00 | \$462.00 | \$25.00 | \$487.00 |
| 29 | \$340.00 | \$134.00 | \$474.00 | \$25.00 | \$499.00 |
| 30 | \$352.00 | \$134.00 | \$486.00 | \$25.00 | \$511.00 |
| 31 | \$364.00 | \$134.00 | \$498.00 | \$25.00 | \$523.00 |
| 32 | \$376.00 | \$134.00 | \$510.00 | \$25.00 | \$535.00 |
| 33 | \$388.00 | \$134.00 | \$522.00 | \$25.00 | \$547.00 |
| 34 and over | \$400.00 | \$134.00 | \$534.00 | \$25.00 | \$559.00 |
| Additional Offenses | | | | | |
| <i>Offense Code</i> | <i>Offense Code Type</i> | <i>Offense Description</i> | <i>Total Due</i> | | |
| 5 | O | Article Vi Erosion & Sediment Control Sec 18-259(D) | \$581.00 | | |
| 19 | O | Sec 34-11 Changeable Electronic Variable Message Sign | \$581.00 | | |
| 20 | O | Violation Of Sec. 50-36 | \$581.00 | | |
| 21 | O | Violation Of Sec. 50-76 | \$581.00 | | |
| 22 | O | Violation Of Sec 50-82 | \$581.00 | | |
| 23 | O | Violation Of Sec. 50-112 | \$581.00 | | |
| 24 | O | Violation Of Sec 50-113 | \$581.00 | | |
| 25 | O | Violation Of Sec 50-115 | \$581.00 | | |
| 26 | O | Violation Of Section 38-160 | \$581.00 | | |
| 27 | O | Violation Of Section 46-21 | \$581.00 | | |
| 28 | O | Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices | \$581.00 | | |
| 29 | O | Requirements For Traps | \$581.00 | | |
| 30 | O | City Ordinance Violation Working W/O Permit | \$581.00 | | |
| 31 | O | Violation Of Sec.50-117 Home Occupancy | \$581.00 | | |
| 1 | R | REDLIGHT CODE ENFORCEMENT (Repealed) | \$75.00 | | |
| 9 | P | Handicap Parking Violation | \$517.00 | | |

| | | | |
|-----|---|--|----------|
| 10 | O | City Ordinance - Violate City Ordinance Nuisance | \$581.00 |
| 11 | O | City Ordinance - Burning Without Permit | \$581.00 |
| 12 | O | City Ordinance - Burning, Deliberate Or Negligent | \$581.00 |
| 14 | O | City Ordinance - Noise | \$581.00 |
| 15 | O | City Ordinance - No Taxi Driver Permit | \$581.00 |
| 16 | O | City Ordinance - Install Fire-Extinguishing System W/O Permit | \$581.00 |
| 17 | O | City Ordinance-Electrical-Work W/O Permit | \$581.00 |
| 18 | O | Co-Use Of Certain Wireless Communication Device While Driving Prohibited | \$281.00 |
| 249 | T | Obscured License Plates | \$177.00 |
| 251 | T | Park In Main Traveled Way | \$274.00 |
| 271 | T | No Valid Class B Drivers License | \$189.00 |
| 272 | T | No Valid Class A Drivers License | \$189.00 |
| 273 | T | No Valid Inspection Sticker | \$177.00 |
| 275 | T | No Valid Class M Drivers License | \$189.00 |
| 285 | T | Improper Start From Stop/Parked Position | \$274.00 |
| 289 | T | Expired Dealer Paper Plates | \$177.00 |
| 318 | T | Illegal Right Turn From Inside Left Lane | \$274.00 |
| 319 | T | Fail To Yield R-O-W R.R. Crossing | \$274.00 |
| 327 | T | Fail To Yield R-O-W From Parked Position | \$274.00 |
| 340 | T | Straight From Turn Only Lane | \$224.00 |
| 342 | S | Solicitation By Pedestrians 552.007 (A) | \$381.00 |
| 345 | T | U-Turn Not In Safety | \$224.00 |
| 367 | T | No Parking Lights When Needed | \$114.00 |
| 373 | T | Driving Left Of Center | \$224.00 |
| 374 | T | Driving Left Of Double Yellow Stripe | \$224.00 |
| 428 | T | No Thru Trucks Over 2 Axles | \$224.00 |
| 444 | T | Display Alternating Lights To Rear | \$134.00 |
| 445 | T | Unapproved Lighting Equipment | \$134.00 |
| 448 | T | Improper Tread Depth | \$134.00 |
| 451 | T | No Headlights | \$224.00 |
| 452 | T | No Brake Lights | \$134.00 |
| 454 | T | No Tow Lights On Towed Vehicle | \$184.00 |
| 455 | T | No Rear View Mirror | \$134.00 |
| 460 | T | Hubcaps Overextended To Left 8" Spiked | \$134.00 |
| 462 | T | Fail To Set Park Brake | \$134.00 |
| 473 | T | Passing Within Intersection | \$224.00 |
| 474 | T | Passing On Unimproved Shoulder Of Road | \$224.00 |
| 475 | T | Pass With Insufficient Clearance | \$224.00 |
| 477 | T | Passing On Right Not In Safety | \$224.00 |
| 479 | T | Passing School Bus Unloading | \$634.00 |
| 480 | T | Passing School Bus-Loading | \$634.00 |
| 482 | T | Pass Within 100 Ft. Of Intersection | \$224.00 |
| 483 | T | Pass Within 100 Ft. Of Railroad Crossing | \$224.00 |
| 489 | T | Stopped Within Intersection | \$224.00 |
| 503 | T | Fail To Signal Stop | \$224.00 |
| 505 | T | Backing Not In Safety | \$274.00 |
| 510 | T | Unattended Vehicle | \$244.00 |
| 511 | T | Leaving Child Unattended In Vehicle | \$316.00 |
| 517 | T | Block Moving Lane Of Traffic | \$274.00 |
| 525 | P | Illegally Parked-Prohibited By Signs | \$250.00 |
| 529 | P | Parked In Bus. Or Res. District 545.301 | \$94.00 |
| 532 | O | City Ordinance - Illegal Parking Over 24 Hours | \$91.00 |
| 534 | O | City Ordinance - Hitchhiking-Solicitation By Pedestrians | \$224.00 |

| | | | |
|-----|---|---|------------|
| 535 | S | Walking In Roadway | \$224.00 |
| 536 | T | Open Door Into Lane Of Traffic | \$134.00 |
| 537 | T | Tamper With Barricades | \$154.00 |
| 548 | T | Fail To Report Accident-Pedestrian | \$224.00 |
| 549 | T | Fail To Use Due-Care Hit Pedestrian | \$224.00 |
| 550 | T | Fail To Report Accident To Police Dept. | \$204.00 |
| 560 | T | Fail To Stop And Render Aid | \$281.00 |
| 563 | T | Fail To Stop And Give Info-Object Traffic Area | \$174.00 |
| 591 | T | Cut Across Parking Lot | \$224.00 |
| 595 | T | Passing On Shoulder Of Road | \$224.00 |
| 596 | T | Driving On Shoulder Of Roadway | \$274.00 |
| 600 | T | Fail To Cover Load | \$134.00 |
| 603 | O | City Ordinance - Trash Disposal | \$281.00 |
| 604 | T | Fail To Properly Secure Trailer | \$144.00 |
| 605 | T | Fail To Secure Vehicle | \$144.00 |
| 606 | T | Fail To Secure Load | \$134.00 |
| 641 | T | No Safety Chain Trailer | \$184.00 |
| 695 | T | Bicycle Not Equipped With Lights | \$115.00 |
| 696 | T | Bicycle Fail To Yield Row Left | \$114.00 |
| 700 | O | City Ordinance - Unleashed Dog/Cat Running At Large | \$114.00 |
| 701 | O | No Sign Permit | \$281.00 |
| 702 | O | City Ordinance - Violation Of Sec 18-166 | \$581.00 |
| 704 | O | City Ordinance - Nuisance-Odors | \$281.00 |
| 705 | T | Obstructing Fire Hydrant | \$281.00 |
| 706 | O | City Ordinance - Nuisance-All Types Noises | \$281.00 |
| 707 | O | City Ordinance - Dog/Cat/Vaccination And Licensing | \$134.00 |
| 708 | O | City Ordinance - Plumbing & Gas Ordinance | \$281.00 |
| 710 | O | City Ordinance - Prohibited Signs | \$281.00 |
| 711 | O | City Ordinance-Prohibited Smoking Products/Paraphernalia | \$281.00 |
| 712 | O | City Ordinance - Waste Material Containers Collection | \$281.00 |
| 713 | O | City Ordinance - Driveway Ordinance Sec.14-4 E | \$281.00 |
| 715 | O | City Ordinance - Nuisances-Noise | \$281.00 |
| 718 | S | Paint Spray Booth Ifc 1504.1 | \$1,000.00 |
| 719 | O | City Ordinance - Prohibited Use Of Wireless Comm Device While Driving | \$224.00 |
| 721 | O | No Stopping/Standing/Pk In Roadway | \$281.00 |
| 722 | O | Section 18-164 Nuisance | \$581.00 |
| 725 | S | Nuisance-Rubbish, Structures, Etc. | \$281.00 |
| 726 | O | City Ordinance - Livestock In Residential Area | \$281.00 |
| 730 | O | City Ordinance - Drive-Ways Sec.14-4(D)(E) | \$281.00 |
| 731 | S | Train Obstructing Crossing | \$154.00 |
| 742 | O | City Ordinance-Alarm System Installation W/O Permit | \$581.00 |
| 746 | S | Minor - Tob/Cig Prod/Poss/Pur/Consume | \$281.00 |
| 750 | O | City Ordinance - Digging Out | \$224.00 |
| 751 | O | City Ordinance - Horn, Vehicle Sounding Of | \$281.00 |
| 753 | O | City Ordinance - Fail To Have Current Reg. For Animals | \$134.00 |
| 754 | O | City Ordinance - Animal Quarantine | \$134.00 |
| 755 | O | City Ordinance - Fire Code Locked Exits | \$581.00 |
| 756 | O | City Ordinance - Discharge Waste In Public Sewer | \$281.00 |
| 757 | O | City Ordinance - Tire Storage And Mosquito Control | \$331.00 |
| 758 | O | City Ordinance - Noisy Vehicles | \$281.00 |
| 759 | O | City Ordinance - Illegal Dumping | \$2,000.00 |
| 760 | O | City Ordinance - Junk Vehicle Parts | \$281.00 |
| 761 | O | City Ordinance - Junk Vehicle | \$281.00 |

| | | | |
|------|---|---|------------|
| 762 | O | City Ordinance - Obstruction Sidewalk/Easement/Street | \$581.00 |
| 763 | O | City Ordinance - Water-Emergency Rationing | \$281.00 |
| 765 | O | City Ordinance - Fireworks | \$1,000.00 |
| 766 | O | City Ordinance - Collection By City Only | \$581.00 |
| 767 | O | City Ordinance - Certificate Of Occupancy | \$281.00 |
| 769 | S | Storage/Use Hazardous Materials | \$1,000.00 |
| 770 | S | Occupancy Prohib Before Approval | \$581.00 |
| 771 | S | Combustible Waste Dumpster Permit | \$581.00 |
| 772 | O | C/C Maint Sprinkler System | \$1,000.00 |
| 773 | O | C/C Maint Fire Alarm System | \$1,000.00 |
| 775 | O | City Ordinance - No Development Permit | \$281.00 |
| 776 | O | City Ordinance - Soliciting With No Permit | \$300.00 |
| 777 | S | Access To Electrical Panels | \$331.00 |
| 778 | S | Exit Sign Must Be Lighted | \$581.00 |
| 779 | O | City Ordinance - Driveway Surface | \$281.00 |
| 780 | O | City Ordinance - Violation Sec 36-27 | \$2,081.00 |
| 781 | O | City Ordinance - Discharge Wastewater | \$281.00 |
| 789 | O | City Ordinance - Unlicensed Wrecker | \$281.00 |
| 790 | O | City Ordinance - Unlicensed Wrecker Driver | \$281.00 |
| 791 | O | City Ordinance - Abandonment Of Nonconforming Uses And Structures & Cessation Of Use Of | \$281.00 |
| 792 | O | City Ordinance- No Building Permit | \$281.00 |
| 793 | O | City Ordinance- Attention Getting Device | \$281.00 |
| 803 | S | Furnish Alcohol To Minor | \$281.00 |
| 804 | O | City Ordinance - Dischg Firearm In City Limits | \$281.00 |
| 812 | S | D.O.C. Public Exposure | \$316.00 |
| 815 | S | Assault By Threat | \$316.00 |
| 816 | S | Assault By Physical Contact | \$316.00 |
| 830 | S | Sale Of Alcohol To Certain Persons | \$281.00 |
| 832 | S | Possess Intoxicants On School Property | \$281.00 |
| 847 | S | Theft Of Service | \$316.00 |
| 855 | S | Littering | \$281.00 |
| 863 | S | Consume Alcohol During Prohibited Hours | \$281.00 |
| 864 | S | Contempt For Disobeying Court Order | \$81.00 |
| 865 | S | Contempt Of Court | \$281.00 |
| 867 | O | City Ordinance - Curfew-Nighttime | \$214.00 |
| 868 | O | City Ordinance - Curfew-Daytime | \$214.00 |
| 869 | S | Fail To Attend School | \$265.00 |
| 871 | S | Electrical Hazards | \$331.00 |
| 872 | S | Exit Signs Fire Code | \$581.00 |
| 873 | S | Disruption Of Transportation | \$281.00 |
| 874 | S | Disruption Of Classes | \$281.00 |
| 875 | S | Criminal Trespass | \$316.00 |
| 876 | S | Trespass -School Grounds | \$281.00 |
| 878 | S | Disruption Of School Activities | \$281.00 |
| 1000 | S | Criminal Mischief/Class C | \$316.00 |
| 1002 | S | Tampering W/ A Govt Record(School Enrollment) | \$581.00 |
| 1010 | S | Reckless Damage Or Destruction | \$316.00 |
| 1020 | S | Theft | \$316.00 |
| 1105 | T | Use Wireless Communication Device In School Zone | \$359.00 |
| 1106 | T | Use A Wireless Communication Device For Electronic Messaging While Driving | \$233.00 |
| 1130 | S | Failure To Identify | \$316.00 |
| 1170 | S | D.O.C. Obscene Language | \$316.00 |

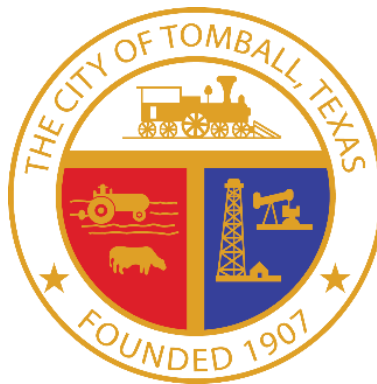
| | | | |
|------|---|---|----------|
| 1171 | S | D.O.C. Offensive Gesture/Display | \$316.00 |
| 1172 | S | D.O.C. Noxious/Unreasonable Odor (Chemical) | \$316.00 |
| 1173 | S | D.O.C. Abuse Or Threaten (Offensive Manner) | \$281.00 |
| 1174 | S | D.O.C. Unreasonable Noise | \$316.00 |
| 1175 | S | D.O.C. Fighting With Another | \$281.00 |
| 1176 | S | D.O.C. Window Peeping-Dwelling | \$316.00 |
| 1177 | S | D.O.C. Window Peeping/Hotel Or Motel | \$316.00 |
| 1178 | S | D.O.C. Discharges Firearm/Public Roadway | \$316.00 |
| 1180 | S | Make Firearm Accessible To A Child | \$316.00 |
| 1181 | S | Obscene Display | \$316.00 |
| 1210 | S | Smoking Tobacco-Prohibited Areas | \$316.00 |
| 1220 | S | Public Intoxication | \$316.00 |
| 1230 | S | Possession/Consumption Of Alcohol In Motor Vehicle | \$316.00 |
| 2000 | S | Consume Alcoholic Beverages On Off-Premised License Account | \$281.00 |
| 2001 | S | Sale To Certain Persons | \$281.00 |
| 2010 | S | Consumption Of Alcoholic Beverages Near A School | \$281.00 |
| 2090 | S | Sale Of Tobacco Products To A Minor | \$281.00 |
| 2091 | S | Sell Cig/Tob Products W/O Permit | \$281.00 |
| 2100 | S | Possession Of Drug Paraphernalia | \$281.00 |
| 2200 | T | Fail To Set Park Brake | \$134.00 |
| 273E | T | Fictitious Inspection Sticker | \$281.00 |
| 2900 | S | Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108 | \$281.00 |
| 3001 | T | Speeding <i>See Chart</i> | |
| 3002 | T | Unsafe Speed/Too Fast For Conditions | \$274.00 |
| 3003 | T | Impeding Traffic | \$274.00 |
| 3004 | T | Racing/Drag Racing/Acceleration Contest For Speed | \$274.00 |
| 3005 | T | Fail To Yield R-O-W | \$274.00 |
| 3006 | T | Ran Stop Sign | \$274.00 |
| 3007 | T | Ran Red Light | \$274.00 |
| 3008 | T | Disregard Flashing Yellow Signal | \$274.00 |
| 3009 | T | Changed Lane When Unsafe | \$274.00 |
| 3011 | T | Turned Left From Wrong Lane | \$274.00 |
| 3012 | T | Turned Right From Wrong Lane | \$274.00 |
| 3013 | T | Cut Corner Left Turn | \$274.00 |
| 3014 | T | Improper Turn | \$274.00 |
| 3015 | T | Drove On Wrong Side Of Road | \$274.00 |
| 3016 | T | Drove Wrong Way On One-Way Roadway | \$274.00 |
| 3017 | T | Following Too Closely | \$284.00 |
| 3018 | T | Passed - Insufficient Clearance | \$274.00 |
| 3019 | T | Disregard No Passing Zone | \$274.00 |
| 3020 | T | Illegal Pass On Right | \$274.00 |
| 3021 | T | Failed To Stop For School Bus (Or Remain Stopped) | \$634.00 |
| 3022 | T | Failed To Pass To Right Safely/Improper Passing | \$274.00 |
| 3024 | T | Unsafe Start From Parked, Stopped, Standing | \$274.00 |
| 3025 | T | Fail To Maint. Fina. Resp. 2nd/Off. | \$581.00 |
| 3026 | T | Parking On Roadway | \$274.00 |
| 3028 | T | Crossing Physical Barrier | \$274.00 |
| 3031 | T | Unrestrained Child Under 8 Years Of Age | \$254.00 |
| 3032 | T | No Seat Belt - Driver | \$194.00 |
| 3033 | T | No Seat Belt - Passenger | \$194.00 |
| 3034 | T | Child (8 -16) Not Secured By Safety Belt | \$194.00 |
| 3038 | T | Operate Vehicle With Child In Open Bed | \$274.00 |
| 3039 | T | Speeding Over 15mph (Cdl Only) | \$134.00 |

| | | | |
|------|---|---|----------|
| 3045 | T | Fail To Give Information/Render Aid<\$200 | \$221.00 |
| 3049 | T | Fail To Maint. Fina. Resp | \$296.00 |
| 3050 | T | Fail To Control Speed | \$274.00 |
| 3051 | T | Operating Veh Below Posted Min Speed | \$274.00 |
| 3052 | T | Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign) | \$274.00 |
| 3053 | T | Failed To Yield R-O-W At Yield Sign | \$274.00 |
| 3054 | T | Fail To Yield R-O-W At Open Intersection | \$274.00 |
| 3055 | T | Fail To Yield R-O-W Turning Left | \$274.00 |
| 3056 | T | Fail To Yield R-O-W (Private Drive/Alley ,Building) | \$274.00 |
| 3057 | T | Fail To Yield R-O-W To Emergency Vehicle | \$274.00 |
| 3058 | T | Fail To Yield R-O-W On Green Arrow Signal | \$274.00 |
| 3059 | T | Disregard Official Traffic Control Device | \$274.00 |
| 3060 | T | Failed To Stop At Designated Point (Stop Sign) | \$274.00 |
| 3061 | T | Fail To Stop-Designated Point (At Yield Sign) | \$274.00 |
| 3062 | T | Lack Of Caution Turning On Green Arrow | \$274.00 |
| 3063 | T | Failed To Stop At Proper Place (Traffic Light) | \$274.00 |
| 3064 | T | Fail To Stop At Proper (Not At Intersection) | \$274.00 |
| 3065 | T | Disregard Warning Sign At Construction | \$274.00 |
| 3066 | T | Drove Through Safety Zone | \$274.00 |
| 3067 | T | Disregard Flashing Red Signal (At Stop Sign, Etc) | \$274.00 |
| 3068 | T | Failed To Stop At Proper Place (Flashing Red Signal) | \$274.00 |
| 3069 | T | Disregard Lane Control Signal | \$274.00 |
| 3070 | T | Failed To Maintain Single Lane | \$274.00 |
| 3071 | T | Disregard No Lane Change Sign | \$274.00 |
| 3072 | T | Disregard Signal At Rr Crossing | \$274.00 |
| 3073 | T | Disregard Rr Crossing Gate Or Flagman | \$274.00 |
| 3074 | T | Failed To Stop At Marked Rr Crossing | \$274.00 |
| 3075 | T | Oper Of Heavy Equip Disregarded Signal Of Approaching Train | \$274.00 |
| 3076 | T | Turned Across Dividing Section | \$274.00 |
| 3077 | T | Improper Rt Turn Too Wide | \$274.00 |
| 3078 | T | Disregard Turn Marks | \$274.00 |
| 3079 | T | Made U Turn On Curve Or Hill | \$274.00 |
| 3080 | T | Turned When Unsafe | \$274.00 |
| 3081 | T | Crossing Property (Cut Corner) | \$274.00 |
| 3082 | T | Fail To Y-O-W On Left When Passing An Obstruction | \$274.00 |
| 3084 | T | Fail To Signal Lane Change | \$274.00 |
| 3085 | T | Failed To Give One-Half Of Roadway | \$274.00 |
| 3086 | T | Fail To Pass On Right | \$274.00 |
| 3088 | T | Drove On Wrong Side Of Divided Highway | \$274.00 |
| 3089 | T | Drove Center Lane (Not Passing/Not Turning Left) | \$274.00 |
| 3090 | T | Drove Wrong Way In Designated Lane | \$274.00 |
| 3091 | T | Wrong Side Of Road - No Passing | \$274.00 |
| 3092 | T | Cut In After Passing | \$274.00 |
| 3096 | T | Failed To Signal Turn | \$274.00 |
| 3097 | T | Failed To Signal Intent Prior To 100 Ft | \$274.00 |
| 3099 | T | Improper Turn Or Hand Signal | \$274.00 |
| 3101 | T | Driving While License Suspended/Invalid | \$381.00 |
| 3103 | S | No Driver's License | \$189.00 |
| 3106 | S | Violate DI Restriction | \$189.00 |
| 3107 | S | Permit Unlawful Use Of DI | \$189.00 |
| 3112 | T | Motorcycle No Endorsement | \$189.00 |
| 3115 | T | Failed To Yield To Pedestrian On Sidewalk | \$274.00 |
| 3116 | T | Failed To Yield To Pedestrians In Crosswalk | \$274.00 |

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|------|---|---|----------|
| 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 |

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|-------|---|--|----------|
| 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 |

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|-------|---|---|------------|
| 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 2023-2024**

Effective October 1, 2023

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Administrative Fees

| General Penalty for Violations of Code (Sec. 1-14, Code of Ordinances) | |
|---|---|
| Violations of City of Tomball Ordinances shall be punishable by a fine not exceeding \$500.00, except as otherwise noted. | |
| Violations of Ordinances that govern fire, safety, zoning, public health, and sanitation shall be punishable by a fine not exceeding \$2,000.00. | |
| Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding \$200.00. | |
| Credit Card Processing Fee | |
| The City charges a processing fee of three percent (3%) on all credit card transactions. | |
| Nonsufficient Funds Fee | |
| When a check has been returned to the City account as nonsufficient funds (NSF), the City will notify the issuer of the check that cash payment plus a \$30.00 nonsufficient funds fee is due and payable immediately. If customer does not redeem the NSF check and pay the NSF fee, the City may arrange for services to be canceled immediately. | |
| Notary Public Fees | |
| <i>Service</i> | <i>Fee</i> |
| For protesting a bill or note for nonacceptance or nonpayment, register and seal | \$4.00 |
| For each notice of protest | \$1.00 |
| For protesting in all other cases | \$4.00 |
| For certificate and seal to a protest | \$4.00 |
| For taking the acknowledgement or proof of a deed or other instrument in writing, for registration, including certificate and seal | \$6.00 for first signature; \$1.00 for each additional signature |
| For administering an oath or affirmation with certificate and seal | \$6.00 |
| For a copy of a record or paper (uncertified copy) in the notary public's office | \$0.50 per page |
| For taking the deposition of a witness | \$0.50 for each 100 words |
| For swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition | \$6.00 |
| For a notarial act not provided for | \$6.00 |
| Public Information Charges for Providing Copies (Texas Administrative Code, Title 1, Chapter 70) | |
| Charges to recover costs associated with public information requests shall be assessed in accordance with Texas Administrative Code, title 1, part 3, chapter 70, rule 70.3 Charges for Providing Copies of Public Information. Charges are summarized below for convenience, but any requestors should refer to the TAC for the most up to date costs. | |

Alarm Permits & Fees

| Alarm Permit Application Fee (Sec. 16-48 – 58, Code of Ordinances) | |
|--|--------------------------|
| The Tomball Code of Ordinances requires a person to obtain an alarm permit/registration before the person operates an alarm system. The Alarm Permit Application Fee is determined based on the type of property and alarm system. | |
| Type of Property | Fee |
| Residential property | No fee |
| Individual apartment unit | \$50.00 |
| Nonresidential area of an apartment complex equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system | \$50.00 |
| Commercial site equipped with a burglary alarm, hold up, panic, or duress alarm, or fire alarm system | \$50.00 |
| False Alarm Notification Fees (Sec. 16-59, Code of Ordinances) | |
| If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification. | |
| Residential Burglar/Fire False Alarm | Fee |
| First through third false alarm | No fee |
| Fourth and fifth false alarm | \$25.00 per false alarm |
| Sixth through eighth false alarm | \$50.00 per false alarm |
| For each false alarm thereafter | \$100.00 per false alarm |
| Commercial Burglar/Fire False Alarms | Fee |
| First through third false alarm | No fee |
| Fourth and fifth false alarm | \$50.00 per false alarm |
| Sixth through eighth false alarm | \$75.00 per false alarm |
| For each false alarm thereafter | \$100.00 per false alarm |
| Panic False Alarm | Fee |
| First and second false alarm | No fee |
| For each false alarm thereafter | \$100.00 per false alarm |
| Operating an Alarm System without a Permit or that Automatically Dials 911 (Sec. 16.77-78, Code of Ordinances) | |
| Per the Tomball Code of Ordinances, a person commits an offense if the person operates, causes to be operated, or allows the operation of an alarm system:(1) without a permit issued under Article II, Ch. 16 of the Tomball Code of Ordinances; (2) in violation of Article II, Ch. 16 of the Tomball Code of Ordinances; (3) that automatically dials the 911 emergency communication system. | |
| A person who fails to comply with Article II, Ch. 16 of the Tomball Code of Ordinances commits a Class C Misdemeanor, which is punishable by a fine of not more than \$500.00, plus the associated fee, for each Police or Fire Department response to the activation of an unpermitted alarm system. | |

Alcohol/Liquor License & Permit Fees

The Texas Alcoholic Beverage Code (TABC) provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of liquor related fees begin with the signature of the City Secretary or the Assistant City Secretary on all applications made to TABC. Before any license is issued, the applicant shall pay to the City such fees as are authorized by state law. The permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

| Two-Year Fee Chart | | | |
|---------------------|---|----------------------------|---------------------------|
| <i>License Type</i> | <i>Description of License</i> | <i>T.A.B.C. 2-Year Fee</i> | <i>Tomball 2-Year Fee</i> |
| BE | Malt Beverage Retailer's On Premise License - Original/Years 1 and 2 | \$2,000.00 | \$1,000.00 |
| | Malt Beverage Retailer's On Premise License - Renewal | \$1,500.00 | \$750.00 |
| BF | Malt Beverage Retailer's Off Premise License | \$120.00 | \$60.00 |
| BG | Wine & Malt Beverage Retailer's Permit (Harris County) Original/Years 1 and 2 | \$2,000.00 | \$1,000.00 |
| | Wine & Malt Beverage Retailer's Permit (Harris County) - Renewal | \$1,500.00 | \$750.00 |
| BP | Brewpub License | \$1,000.00 | \$500.00 |
| BQ | Wine & Malt Beverage Retailer's Off Premise (Harris County) | \$120.00 | \$60.00 |
| BW | Brewers License | N/A | \$1,500.00 |
| LH | Late Hours Mixed Beverage | Local fee not authorized | |
| MB | Mixed Beverage - Years 1 and 2 | \$6,000.00 | N/A |
| | Mixed Beverage - 1 st Renewal (Years 3 and 4) | \$4,500.00 | \$1,125.00 |
| | Mixed Beverage - 2 nd Renewal (Years 5 and 6) | \$3,000.00 | \$1,150.00 |
| | Mixed Beverage - 3 rd Renewal (Subsequent Years) | \$1,500.00 | \$750.00 |
| P | Package Store | \$1,000.00 | \$500.00 |
| Q | Wine-Only Package Store | \$150.00 | \$75.00 |
| SD | Brewers Self-Distribution | N/A | \$600.00 |
| W | Wholesalers Permit | \$3,750.00 | \$1,875.00 |

Animal Services Fees

| Kennel License (Sec. 8-202, Code of Ordinances) | | | |
|---|---|---------------------|-------------------------|
| Annual kennel license fee | | | \$10.00 |
| Recovery of Impounded Animals Fee | | | |
| <i>Times Impounded</i> | <i>Impound Fee</i> | <i>Boarding Fee</i> | <i>Vaccination Fee*</i> |
| First time | \$25.00 | \$5.00 per day | At cost |
| Second time | \$40.00 | \$5.00 per day | At cost |
| Third and subsequent times | \$75.00 | \$5.00 per day | At cost |
| <i>*Vaccination fee will be waived if owner can show proof the animal has been vaccinated within three months immediately preceding the impoundment (Sec. 8-178, Code of Ordinances).</i> | | | |
| Impoundment Fee for Horses, Cows, Cattle or Other Livestock | | | |
| Horses, cows, cattle | \$25.00, plus \$5.00 for feeding and care per animal, per day | | |
| Other livestock | \$15.00, plus \$2.00 for feeding and care per animal, per day | | |
| Redeeming Animals (8-178, Code of Ordinances) | | | |
| The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered. | | | |
| The county health officer or the city humane officer shall be authorized to sell any animals impounded under the terms of this division and not redeemed within three days for the best price that can be obtained, provided that the original owners entitled to the possession of any animal sold pursuant to this section shall be entitled to redeem such animal upon paying the purchaser double the amount paid by him for the animal plus an amount equal to \$3.00 for each calendar day or fraction thereof for the care and feeding of such dog or cat and all veterinary expenses incurred by the purchaser. Any dog or cat not so redeemed within 30 days from the date of sale shall become the absolute property of the purchaser. (Sec. 8-68, Code of Ordinances). | | | |

Business Related Permits & Fees

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

| Vehicle Storage Fees | | |
|--|---|----------------------|
| <p>A Vehicle Storage Fee (VSF) operator may not charge less than \$5.00 or more than \$21.03 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 \$36.80 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.</p> <p>(1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.</p> <p>(2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in Texas Administrative Code, §85.703 of these rules, is mailed or published.</p> <p>(3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.</p> <p>(4) A VSF operator shall charge a daily storage fee after notice, as prescribed in Texas Administrative Code, §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.</p> | | |
| Notification Fee | | |
| <p>(1) A VSF may not charge a vehicle owner more than \$50.00 for notification. Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours. If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.</p> <p>(2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.</p> <p>(3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.</p> | | |
| Tow Truck Rotation Driver Fees (Chapter 48, Code of Ordinances) | | |
| City of Tomball Driver's License Fee | | \$15.00 per year |
| Renewal Fee | | \$10.00 per year |
| Replacement Fee | | \$5.00 each |
| Vendor/Peddler Permit (Sec. 32-41-54, Code of Ordinances) | | |
| <i>Per Day</i> | <i>Per Week</i> | <i>Per Month</i> |
| \$10.00 | \$25.00 | \$50.00 |
| <i>Per 3 Months</i> | <i>Per 6 Months</i> | <i>Special Event</i> |
| \$100.00 | \$150.00 | \$25.00 per day |
| Interstate permit | None; Registration only | |
| Bond requirement | \$1,000.00 Minimum Surety Bond, naming the City of Tomball as the certificate holder (Ch. 32, Sec. 32-46) | |
| Special event permit | \$25.00 per day as rental for the use of public property | |

Development Permits, Inspections & Fees

| Community Development & Engineering Fees | | | |
|--|---|---|------------------|
| Plat Fees | | | |
| Plat Type | Base Fee | Per Lot | Maximum per Plat |
| Preliminary Plat, Final Plat, Replat, and Minor Plats | \$500.00 | \$20.00 | \$2,500 |
| Joinder Lot | | | \$100.00 |
| Planning Fees | | | |
| Rezoning | | \$1,000.00 | |
| Text Amendment | | \$1,000.00 | |
| Conditional Use Permit | | \$1,000.00 | |
| Planned Development (with concept or site plan) | | \$1,500.00 | |
| Non-residential site plan review – 2,000 square feet or less | | \$250.00 | |
| Non-residential site plan review – greater than 2,000 square feet | | \$300.00 plus \$10.00 per acre | |
| Single-family site plan/Building elevation review | | \$50.00 | |
| Variance/Special Exception (Board of Adjustments) | | \$500.00 | |
| Zoning Verification Request | | \$50.00 | |
| Comprehensive Plan Amendment | | \$1,000.00 | |
| Public Improvement District Fees | | | |
| Nonrefundable application fee paid at the time of petition submission | | \$2,500.00 | |
| Engineering Fees | | | |
| Floodplain permit application | \$50.00 | | |
| TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application | \$100.00 | | |
| Civil plan review fee <i>HB 3492 hourly rate: \$85.91</i> | \$101 per acre of development (minimum of \$101) \$86 per hour for each review after three reviews | | |
| Development Construction Inspection Fee HB 3492 hourly rate: \$102.19 | Project Area | Fee | |
| | 0 to 0.50 acres | \$800 | |
| | 0.501 to 4.99 acres | \$1,200 | |
| | 4.991 acres and more | \$2,500 + \$1,133 per additional acre above 4.991 acres | |
| Right-of-way abandonment | \$1,000.00 | | |
| Fee-in-lieu-of construction of sidewalks | \$75.00 per linear foot of street frontage | | |
| Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information. | | | |
| Building Permits | | | |
| Residential Building Permits | | | |
| Single-family residential building permit - new construction and remodels | \$0.45 per square feet of building area; \$100.00 minimum | | |
| Residential foundation repair permit | \$100.00 | | |
| Commercial Building Permits | | | |
| Total Valuation (Building) | Fee | | |
| \$1,000 and less | \$60.00 fee will be charged for each initial inspection | | |
| \$1,001 to \$50,000 | \$60.00 for the first \$1,000 in value, plus \$5.00 for each additional thousand or fraction thereof | | |

| | |
|---|---|
| \$50,001 to \$100,000 | \$305.00 for the first \$50,000 in value, plus \$4.00 for each additional thousand or fraction thereof |
| \$100,001 to \$500,000 | \$505.00 for the first \$100,000 in value, plus \$3.00 for each additional thousand or fraction thereof |
| \$500,001 and greater | \$1,705.00 for the first \$500,000 in value, plus \$2.00 for each additional thousand or fraction thereof |
| Building Plan Review Fee | |
| Residential and Commercial Fee | Equal to 50% of the cost of the associated building permit |
| Banner Sign Fee | |
| Banner sign fee | \$25.00 |
| Structure Moving Fee | |
| Fee to move any primary habitable building or structure (including manufactured homes) within city limits | \$110.00 |
| Demolition Permit/Fee | |
| Size of building/structure | Fee |
| 0 to 100,000 cubic feet | \$100.00 |
| 100,001 cubic feet and greater | \$100.00, plus \$1.00 for each additional 1,000 cubic feet or fraction thereof |
| Roofing Permit | |
| Residential roofing permit | \$50.00 |
| Commercial roofing permit | Obtain a Commercial Building Permit |
| Penalties | |
| Any work that is performed prior to the issuance of required permits will result in the assessment of penalty fees equal to double (2 times) the fees of the required permits. In addition, a Certificate of Occupancy must be issued prior to moving into a permitted structure or a \$250.00 penalty will apply, payable by the permit holder and City of Tomball utilities will be disconnected, resulting in the assessment of disconnection and reconnection fees. | |
| Electrical Permits | |
| Electrical permit base fee | \$42.00 |
| Plus the following when required (fee is per unit installed) | |
| Services (including subpanels) | |
| Service less than 125 amp with meter loop | \$18.00 |
| Service between 125 and 200 amp with meter loop | \$24.00 |
| Service between 201 and 400 amp with meter loop | \$36.00 |
| Outlets (including all light switches and electrical openings) | |
| Outlets and fixtures | \$0.60 |
| Appliances | |
| Any electrical appliance (A/C, dryer, range, dishwasher, etc.) | \$6.00 |
| Motors (installed) | |
| ¾ h.p. | \$3.60 |
| Greater than ¾ h.p. and less than 10 h.p. | \$8.40 |
| Greater than or equal to 10 h.p. | \$12.00 |

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

| | | |
|--|--|---|
| Boiler or chillers inspection | \$120.00 (per unit) | |
| Driveway Permits | | |
| Permit Type | No Culvert | With Culvert |
| Residential driveway permit | \$25.00 | \$1,575.00 |
| Commercial driveway permit | \$25.00 | \$25.00 (inspection only - City does not set commercial culverts) |
| Certificate of Occupancy | | |
| Certificate of completion/certificate of occupancy | None, included with new commercial and residential permits | |
| Change in occupancy (name change and use change) | \$60.00 | |
| Temporary certificate of occupancy (valid for 14 days) | \$85.00 | |
| Operating without a certificate of occupancy | \$250.00 | |
| Inspections | | |
| First inspection (includes building, mechanical, plumbing and electrical inspections) | Included in permit | |
| First re-inspection (second inspection) | \$50.00 | |
| Second re-inspection (third inspection) | \$75.00 | |
| Third re-inspection (fourth inspection) | \$100.00 | |
| All re-inspections after third re-inspection (fee per inspection) | \$150.00 | |
| After hours inspection fee | \$300.00 | |
| Water Tap Fees | | |
| Water Tap Fees | | |
| Meter Size | Fee | |
| 5/8 inch to 3/4 inch | \$1,700.00 | |
| 1.0 inch | \$1,950.00 | |
| 1.5 inch | \$2,850.00 | |
| 2.0 inch | \$3,050.00 | |
| Irrigation tap (1 inch) | \$1,950.00 | |
| Irrigation tap (2 inch) | \$2,800.00 | |
| The City will not install taps greater than a two inches (2.0). Installations this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City. | | |
| Connections on State Rights-of-Way (in addition to tap fee) | \$190.00 | |
| Water Boring Fees | | |
| Line Size | Fee | |
| 1 inch line | \$1,000.00 | |
| 2 inch line | \$1,200.00 | |
| The City will only complete bores for utility lines if the bore is 80 feet or less. The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way. The applicant will be responsible for completing the bore. | | |

| Wastewater (Sewer) Tap Fees | | | | |
|--|---------------------|------------------|--------------------------|-------------|
| Connection Size | | | Fee | |
| 4 inch | | | \$1,500.00 | |
| 6 inch | | | \$1,775.00 | |
| The City will not install taps greater than six inches. This will be the responsibility of the applicant. In the event manhole coring is required, work shall be completed by the applicant (or applicant's contractor) with oversight by the City. | | | | |
| Connections on State Rights-of-Way (in addition to tap fee) | | | \$250.00 | |
| Wastewater Boring Fees | | | | |
| Up to 6 inch line | | | \$1,450.00 | |
| The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore. | | | | |
| Sewer Service Reconnection | | | | |
| Sewer service reconnection fee | | | \$200.00 | |
| Natural Gas Tap Fees | | | | |
| BTUs | | Meter Size | | Fee |
| 0 to 345,000 | | 200-275 | | \$1,200.00 |
| 345,001 to 450,000 | | 415-450 | | \$1,600.00 |
| 450,001 to 1,760,000 | | 750-880 | | \$3,250.00 |
| If pounds are needed, add emcorrector to total cost (fee) | | | \$1,175.00 | |
| Gas regulator upgrade fee | | | \$100.00 | |
| The City will not install taps greater than an 880 meter. Taps of this size will be the responsibility of the applicant. The meter cost will be billed at cost to the applicant, and the City will set the meter once all required work for the tap is completed and approved by the City. | | | | |
| Connections on State rights-of-way (0 to 450,000 BTUs) | | | \$250.00 | |
| Connection on State rights-of-way (greater than 450,000 BTUs) | | | \$350.00 | |
| Boring Fees | | | | |
| Bores up to 80 feet in length | | | \$1,000.00 | |
| The City will not complete bores in excess of 80 feet, located on minor arterial or greater roads, or in the State Right-of-Way; the applicant will be responsible for completing the bore. | | | | |
| Water and Wastewater Impact Fees | | | | |
| Living Unit Equivalents (LUEs) | Water Meter Size | Water Impact Fee | Wastewater Impact Fee | Total Fees |
| 1.0 | ¾ inch | \$6,618 | \$8,069 | \$14,687 |
| 1.6 | 1 inch | \$10,588 | \$12,910 | \$23,498 |
| 5.3 | 1.5 inch | \$35,075 | \$42,765 | \$77,840 |
| 6.6 | 2 inch | \$43,678 | \$53,255 | \$96,933 |
| 13.3 | 3 inch | \$88,019 | \$107,317 | \$195,336 |
| 26.6 | 4 inch | \$176,038 | \$214,635 | \$390,673 |
| 53.3 | 6 inch | \$352,739 | \$430,077 | \$782,816 |
| 90.0 | 8 inch | \$595,620 | \$726,210 | \$1,321,830 |
| 166.6 | 10 inch | \$1,102,558 | \$1,344,295 | \$2,446,853 |

| Drainage Impact Fees | |
|-----------------------|---------------------|
| <i>Drainage Basin</i> | <i>Fee</i> |
| M118 | \$5,757.81 per acre |
| M121E | \$7,886.69 per acre |
| M121W | \$6,692.00 per acre |
| M125 | \$436.88 per acre |

Fire Department Permits & Inspections

| Fire Marshal Office Plan Review and Applications | | | | |
|--|---------------------------|-------------------------------|--------------------------------|---------------------------------|
| <i>Life Safety Plan Review</i> | | | | |
| Size | 1 to 2,500 square feet | 2,501 to 5,000 square feet | 5,001 to 10,000 square feet | More than 10,000 square feet |
| Fee | \$25.00 | \$50.00 | \$75.00 | \$100.00 |
| <i>Fire Sprinkler System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Riser | | | | \$10.00 each |
| Fire Department Connection | | | | \$10.00 each |
| Per Each Sprinkler Head | | | | \$1.00 each |
| <i>Fire Alarm System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Signal/Notification Device | | | | \$2.00 each |
| <i>Paint Booth/Mixing Room</i> | | | | |
| Review Fee | | | | \$200.00 |
| Nozzle | | | | \$1.00 each |
| <i>Cooking Suppression System</i> | | | | |
| Review Fee | | | | \$200.00 |
| Nozzle | | | | \$1.00 each |
| <i>Fuel Storage Tank Installation or Removal</i> | | | | |
| For 1 Tank per site | | | | \$150.00 |
| For 2 Tanks per site | | | | \$200.00 |
| For 3 or more Tanks per site | | | | \$250.00 |
| <i>Installation Penalty</i> | | | | |
| No permit fee – equal to two times the cost of the total plan review fee | | | | |
| <i>Special Services - To Be Paid Before 3:45 p.m.</i> | | | | |
| Special Handling/Same Day Service - Plans | | | | \$200.00 |
| <i>Acceptance Testing/Fire Final Inspections</i> | | | | |
| Initial inspection | | | | Included in permit |
| First re-inspection (second inspection) | | | | \$50.00 |
| Second re-inspection (third inspection) | | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | | \$75.00 per hour |
| <i>State Licensed Facility Inspection - Group I Occupancy</i> | | | | |
| Initial Inspection | | | | Included in permit |
| First re-inspection (second inspection) | | | | \$50.00 |
| Second re-inspection (third inspection) | | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | | \$75.00 per hour |
| <i>Boarding Home Annual Permit</i> | | | | |
| Inspection and Annual Permit | | | | \$500.00 |
| Each additional re-inspection | | | | \$75.00 |

| Life Safety Inspection - Annual | | | |
|---|-----------------|-------------------------------|--------------------|
| Initial Inspection | | | Included in permit |
| First re-inspection (second inspection) | | | \$50.00 |
| Second re-inspection (third inspection) | | | \$75.00 |
| Third re-inspection (fourth inspection) | | | \$100.00 |
| All re-inspections after third re-inspection (fee per inspection) | | | \$150.00 |
| After hours inspection fee (up to 4 hours) | | | \$300.00 |
| Each additional hour (rounded up to the next hour) | | | \$75.00 per hour |
| Access Control Device Installation | | | |
| Access control device installation plan review | | | \$200.00 |
| Fire Marshal Permits | | | |
| Permit | Permit Ref. No. | Renewable (R) or One-Time (O) | Fee |
| Amusement Buildings | 105.6.2 | R | \$100.00 |
| Aviation Facilities | 105.6.3 | R | \$150.00 |
| Carnivals & Fairs | 105.6.4 | R | \$150.00 |
| Cellulose Nitrate Film | 105.6.5 | R | \$100.00 |
| Combustible Dust Producing Operations | 105.6.6 | R | \$100.00 |
| Combustible Fibers | 105.6.7 | R | \$125.00 |
| Compressed Gases | 105.6.8 | R | \$100.00 |
| Covered Mall Buildings | 105.6.9 | R | \$50.00 |
| Cryogenic Fluids | 105.6.10 | R | \$100.00 |
| Cutting & Welding | 105.6.11 | R | \$75.00 |
| Dry Cleaning Plants | 105.6.12 | R | \$100.00 |
| Exhibits & Trade Shows | 105.6.13 | R | \$75.00 |
| Explosives, including Fireworks | 105.6.14 | R | \$150.00 |
| Flammable and Combustible Liquids | 105.6.16 | R | \$75.00 |
| Floor Finishing, including Bowling Lanes | 105.6.17 | R | \$100.00 |
| Fumigation and Insecticide Fogging | 105.6.19 | R | \$50.00 |
| Hazardous Materials | 105.6.20 | R | \$150.00 |
| HPM Facilities | 105.6.21 | R | \$150.00 |
| High Pile Storage | 105.6.22 | R | \$75.00 |
| Hot work Operations | 105.6.23 | R | \$75.00 |
| Industrial Ovens | 105.6.24 | R | \$100.00 |
| Lumber Yards and Wood Working Plants | 105.6.25 | R | \$100.00 |
| Liquid or Gas Fueled vehicles in Assembly Buildings | 105.6.26 | R | \$100.00 |
| LP Gas | 105.6.27 | R | \$100.00 |
| Magnesium Working | 105.6.28 | R | \$150.00 |
| Miscellaneous Combustible Storage | 105.6.29 | R | \$100.00 |
| Open burning (commercial-trench) | 105.6.30 | R | \$150.00 |
| Open Flames and Candles | 105.6.32 | R | \$50.00 |
| Organic Coating | 105.6.33 | R | \$100.00 |
| Places of Assembly (50-100) | 105.6.34 | R | \$75.00 |
| Places of Assembly (101-299) | | R | \$100.00 |
| Places of Assembly (300 or More) | | R | \$125.00 |
| Pyrotechnic Special Effects Material | 105.6.36 | R | \$150.00 |
| Repair Garage | 105.6.39 | R | \$100.00 |
| Motor Vehicle Fuel Dispensing Facility | 105.6.39 | R | \$100.00 |

| | | | |
|--|----------|---|----------|
| Rooftop Heliports | 105.6.40 | R | \$150.00 |
| Spraying & Dipping | 105.6.41 | R | \$150.00 |
| Tire Storage | 105.6.42 | R | \$100.00 |
| Temporary Structures, Tents & Canopies | 105.6.43 | R | \$75.00 |
| Wood Products | 105.6.46 | R | \$100.00 |
| Fire Flow Test | 105.6.50 | O | \$150.00 |

Municipal Court Fines & Fees

| Municipal Court Collection Fees | |
|--|---------|
| Time payment fee for cases set up on a payment plan (state fee, cannot be waived) | \$15.00 |
| Omni fee for the reporting of case to Texas DPS for the withholding of license if defendant fails to appear and case has been referred to warrants | \$10.00 |
| Failure to appear/violate promise to appear fine | \$25.00 |
| Compliance reimbursement fee | \$20.00 |
| Fees for Past Due Accounts (<u>Sec. 2-240, Code of Ordinances</u>) | |
| In accordance with V.T.C.A., Code of Criminal Procedure, art. 103.0031, there shall be imposed an additional fee of thirty percent (30%) on all debts and accounts receivable (i.e. fines, fees, restitution, other debts, and costs) that are more than sixty (60) days past due and have been referred to a private firm for collection. | |

The complete **Municipal Court Fines and Fees Offense Schedule** is attached as **Appendix A**.

Parks & Facility Rentals

| Community Center Rental Fees | | | |
|---|-----------------|--------------------|---------------|
| <i>Rentals for Monday through Friday (until 3 p.m.)</i> | | | |
| Rates listed per hour; 2-hour minimum rentals required | | | |
| <i>Renter</i> | <i>Room A</i> | <i>Room B</i> | <i>Room C</i> |
| Nonprofit club/organizations which do not charge for services | \$50.00 | \$30.00 | \$15.00 |
| Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$75.00 | \$50.00 | \$20.00 |
| Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$100.00 | \$75.00 | \$30.00 |
| <i>Rentals for Friday (after 3 p.m.), Saturday, and Sunday</i> | | | |
| Rates listed per hour; 2-hour minimum rentals required | | | |
| <i>Renter</i> | <i>Room A</i> | <i>Room B</i> | <i>Room C</i> |
| Nonprofit club/organizations which do not charge for services | \$75.00 | \$50.00 | \$15.00 |
| Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$100.00 | \$75.00 | \$50.00 |
| Non-Tomball residents: individuals, for-profit businesses, non-profits which charge for services | \$125.00 | \$100.00 | \$75.00 |
| <i>Kitchen Rental Fee</i> | | | |
| Rental of Banquet Room A includes the use of the kitchen. No other room includes the use of the kitchen with the rental. | | | |
| <i>Community Center Fee Waiver Policy</i> | | | |
| <p>The following groups shall have their rental fees waived:</p> <ul style="list-style-type: none"> Tomball-based nonprofit youth organizations who provide proof of nonprofit status <p>The following Tomball-based groups and organizations may request a waiver of fees from the City:</p> <ul style="list-style-type: none"> Group/organization generates sales tax dollars for Tomball Group/organization supports City functions, events or programs Group/organization is a nonprofit benefitting the City of Tomball in some manner | | | |
| <i>Deposits for Rentals</i> | | | |
| All rentals require payment of a refundable deposit, payable at the time of reservation confirmation. Refund of the deposit is contingent upon satisfying any payment for damages to the facility by the renting party. | | | |
| Park Facility Reservation Fees | | | |
| <i>Park/Facility</i> | <i>Resident</i> | <i>Nonresident</i> | |
| Railroad Depot Plaza Gazebo – Half Day | \$50.00 | \$100.00 | |
| Railroad Depot Plaza Gazebo – Full Day | \$100.00 | \$125.00 | |
| Juergens Park Pavilion – Half Day | \$50.00 | \$100.00 | |
| Juergens Park Pavilion – Full Day | \$100.00 | \$125.00 | |
| Jerry Matheson Park Pavilion – Half Day | \$50.00 | \$100.00 | |
| Jerry Matheson Park Pavilion – Full Day | \$100.00 | \$125.00 | |
| Theis Attaway Nature Center Pavilion – Half Day | \$50.00 | \$100.00 | |
| Theis Attaway Nature Center Pavilion – Full Day | \$100.00 | \$125.00 | |

| <i>Tennis & Pickleball Court Rentals</i> | | |
|---|------------------------|---------------------------|
| <i>Rental Type</i> | <i>Resident</i> | <i>Nonresident</i> |
| Individual court rental | \$5.00 for 2 hours | \$10.00 for 2 hours |
| League court rental Spring season: February through May Fall Season: September through December | \$150.00 per season | \$170.00 per season |

Pipelines, Wells, and Seismic Activities

| | |
|---|----------------|
| Pipeline Permits (<u>Sec. 18-104, Code of Ordinances</u>) | |
| Bond | \$500,000.00 |
| Filing Fee | \$1,000.00 |
| Well and Seismic Activities Permits (<u>Sec. 18-54-58, Code of Ordinances</u>) | |
| Original application fee | \$10,000.00 |
| Expediting application fee | \$15,000.00 |
| Renewal application for well, training well, training well site, or seismic activities | \$500.00 |
| Bond Requirement | \$1,000,000.00 |
| Nonconforming Wells (<u>Sec. 18-28, Code of Ordinances</u>) | |
| Filing fee for each well registration | \$100.00 |

Police Department Fees

| General Fees | |
|--|-----------------------|
| Offense report (public page) | \$2.00 each |
| Local arrest record checks/letters | \$2.00 each |
| Accident report | \$6.00 each |
| Fingerprint cards – all other purposes | \$5.00 per card |
| Impounded vehicles, impounding fee | Not to exceed \$10.00 |

Utility Fees, Rates & Charges

| City of Tomball Utilities – Deposit | | | |
|--|--|-----------|--|
| Residential deposit | \$200.00 | | |
| Commercial deposit | Average annual bill of previous occupant multiplied by two (2) or \$300.00, whichever is greater | | |
| Temporary hydrant meter deposit | \$3,000.00 | | |
| City of Tomball Utilities – Monthly Administrative Service Charge | | | |
| City utility administrative service charge | \$1.00 per month per account | | |
| City of Tomball Garbage Bag Fees | | | |
| First two (2) rolls of garbage bags per residence per year | Free | | |
| Each subsequent 50-bag roll | \$12.00 | | |
| City of Tomball Utilities Administrative Fees | | | |
| Connection and Disconnection Fees | | | |
| The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows: | | | |
| During normal scheduled service periods (7 a.m. to 4:45 p.m., weekdays), does not include new service | | | \$50.00 |
| During unscheduled service periods (after hours and weekends), including new service | | | \$100.00 |
| Damages to Utility Functions and Tampering Fees | | | |
| Damage to any utility facilities, tampering with valves, meters, etc. | | | \$200.00 |
| Delinquent Account Fees | | | |
| In the event that a utility bill is not paid by the due date, a 10 percent penalty is assessed on the current charges. Residential customers who are age 65 and over or considered disabled by the Social Security Administration may be exempt from penalty fees for late payment upon application accompanied by verifying documentation. This exemption may not exceed the final date of benefits designated by the Social Security Administration. | | | |
| City of Tomball Water Utility Rates & Fees | | | |
| North Harris County Regional Water Authority Charges | | | |
| The City collects a fee on all water bills, based on rates established by the North Harris County Regional Water Authority (NHCRWA), for each 1,000 gallons used on behalf of NHCRWA. The rate is set by the NHCRWA. You can learn more about this fee by visiting https://www.nhcrwa.com/ . | | | |
| Monthly Rates for Potable Water Sales | | | |
| Customer Class | Usage (gallons) during billing month | Base Rate | Consumption Charge for each 1,000 gallons used |
| Small residential | Up to 10,000 | \$11.55 | \$3.02 |
| Medium residential | 10,001 to 15,000 | \$13.29 | \$3.77 |
| Large residential | 15,001 or more | \$15.29 | \$4.72 |
| Small commercial | Up to 5,000 | \$19.56 | \$3.66 |

| | | | |
|---|--|---------|--------------------|
| Medium commercial | 5,001 to 51,000 | \$31.48 | \$4.58 |
| Large commercial | 51,000 or more | \$55.11 | \$5.72 |
| Bulk Water Sales | | | |
| Bulk sales rate | All usage | \$92.27 | \$5.12 |
| Additionally, if a meter is desired for bulk sales, a deposit of \$1,000.00 will be required. Bulk water sales will also be charged applicable administrative fees and the NHCRWA fees. | | | |
| Water Meter Testing Fee | | | |
| In the event a customer request a meter to be tested and the meter is found to be in working order, the account will be assessed a meter testing fee based on the meter size. | | | |
| Meter Size | | | Testing Fee |
| 0.75 inch and 1 inch | | | \$175.00 |
| 1.5 inch and 2.0 inch | | | \$225.00 |
| 3.0+ in meters | | | \$325.00 |
| Meter Box Repair Fee | | | |
| In the event damage is incurred to a meter box belonging to the City, a Meter Box Repair Fee of \$225.00 will assessed to the responsible party. The City reserves the right to contract with a third-party to make necessary repairs and an invoice will be sent to the responsible party for payment of all damages and repairs. The Meter Box Repair Fee will serve as the base fee. Additional damages may incur higher fees for repairs. | | | |
| City of Tomball Wastewater (Sanitary Sewer) Utility Rates | | | |
| Residential Sanitary Sewer Rates, with Potable Water Service | | | |
| Monthly Base Charge | | | \$10.23 |
| Volume rate per 1,000 gallons | | | \$3.57 |
| Residential usage based on winter average. Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate shall be the lesser of the actual water consumption or the previous winter month's average consumption. | | | |
| Commercial Sanitary Sewer Rates, with Potable Water Service | | | |
| Monthly base charge | | | \$24.91 |
| Volume rate per 1,000 gallons | | | |
| 0 to 5,000 gallons | | | \$4.53 |
| 5,001 to 51,000 gallons | | | \$5.65 |
| More than 51,000 gallons | | | \$7.07 |
| Residential Sanitary Sewer Rates, without Potable Water Service | | | |
| Monthly base rate | | | \$41.93 |
| Commercial Sanitary Sewer Rates, without Potable Water Service | | | |
| Monthly base rate | | | \$69.78 |
| Fee per drain (in excess of 10) | | | \$2.78 |
| City of Tomball Natural Gas Utility Rates | | | |
| Base rate | \$11.75 | | |
| Consumption | \$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF) | | |

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

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

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

Wired Telecommunications Services – Provider License Fees

(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer)

\$2.10

(Sec. 38-202 – Compensation)

- (a) Construction permit fee. The applicant shall pay to the city a permit fee in accordance with the values provided in the table below.
- (b) Rights-of-way fee. The permit holder shall pay to the city a rights-of-way fee that is calculated as of month-end for access lines and as of year-end for all other facilities by applying the appropriate fee to each facility type owned, placed, or maintained by the permit holder. The rights-of-way fee for access lines shall be as proscribed by the state public utilities commission. Rights-of-way fees for all facilities other than access lines shall be prorated for the first year in which a construction permit fee is paid, and shall be paid at the time of the permit application.

| Equipment Type | Construction Permit Fee | Rights-of-way Fee |
|----------------------|---|--|
| Transport Facilities | \$500.00 for first 5 nodes, \$250.00 for each additional node | \$28.00 per month per node ^{1, 4} |
| Network Nodes | \$500.00 for first 5 nodes, \$250.00 for each additional node | \$250.00 per year per node ^{2, 3} |
| Node Support Poles | \$1,000.00 per pole | \$250.00 per year per pole ² |

¹ Unless equal or greater amount is paid under Chapter 283 of the V.T.C.A., Local Government Code ch. 283 or V.T.C.A., Utility Code ch. 66.

² As adjusted by an amount equal to one-half the annual change, if any, in the consumer price index. The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

³ Collocated network nodes on city service poles shall also pay an annual collocation fee at a rate not greater than \$20.00 per year per service pole.

⁴ A network provider may not install its own transport facilities unless the provider: (1) has a permit to use the public right-of-way; and (2) pays to the city a monthly public right-of-way rate for transport facilities in an amount equal to \$28.00 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul unless or until the time the network provider's payment of fees to the city exceeds its monthly aggregate per-node compensation to the city. A network provider that wants to connect a network node to the network using the public right-of-way may:

- (1) Install its own transport facilities as provided in this section; or
- (2) Obtain transport service from a person that is paying municipal fees to occupy the public right-of-way that are the equivalent of not less than \$28.00 per node per month. A public right-of-way rate required by this section is in addition to any other public right-of-way rate required by the city.

- (c) *Annexation and disannexation.* Within 30 days following the date of the passage of any action effecting the annexation of any property to or the disannexation of any property from the city's corporate boundaries, the city agrees to furnish user written notice of the action and an accurate map of the city's corporate boundaries showing, if available, street names and number details. For the purpose of compensating the city under this chapter, a permit holder shall start including or excluding facilities within the affected area in the permit holder's count of facilities within 30 days of annexation or disannexation.
- (d) *Telecommunications service providers uncollectibles.* City and telecommunication service provider understand and agree that telecommunication service provider has a statutory right to pass through to its customers on a pro rata basis any compensation paid to the city for access to the rights-of-way. Any other provision of this chapter notwithstanding, telecommunication service provider shall not be obligated to pay the city for any access lines for which revenues remain uncollectible.
- (e) *Facilities provided to other telecommunications service providers.* To the extent allowed by applicable state and federal law, any telecommunications service providers that purchase unbundled network elements or other facilities for the purpose of rebundling those facilities to create telecommunications service for sale to persons within the city shall pay to the city a rights-of-way fee that is calculated as of month-end by applying the appropriate line fee, as specified in subsection (1) above, to each access line created by rebundling services or facilities.
- (f) *Fee application to leased facilities.* Pursuant to V.T.C.A., Utilities Code § 54.206.

Miscellaneous Fees

| Outdoor Sound Amplification Equipment (<u>Sec. 18-194, Code of Ordinances</u>) | |
|---|--|
| Permit for amplification of music or human speech | \$10.00 |
| Manufactured Home Park or Recreational Vehicle Park | |
| <i>Construction or Enlargement Fees</i> | |
| Application for construction/enlargement | \$100.00 plus \$10.00 per unit in excess of 25 units |
| <i>Park Operations License Fees</i> (Chapter 26, Code of Ordinances) | |
| Annual operations license | \$100.00 plus \$3.00 for each space within the park |

Appendix A: Municipal Court Fines and Fees Offenses

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as follows: Class C violations are punishable by a maximum fine of \$500, except that zoning, fire safety, and health violations may have fines of up to \$2000 per offense. Most traffic related state offenses have a maximum fine of \$200. There are many exceptions. Individuals should contact the Tomball Municipal Court regarding any fines or fees.

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred. All fines double if violations is in a construction zone with workers present.

Offense: Fire Marshal File in Tomball Municipal Court

Sec. 1-14. - General penalty for violations of Code; continuing violations.

(a) Whenever in this Code or any other ordinance of the city, an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or wherever in such Code or ordinance the doing of an act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding \$500.00, except for:

(1) Violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be \$2,000.00 for each offense; and

(2) Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not to exceed \$200.00.

However, no penalty shall be greater or less than the penalty provided for the same or similar offense under the laws of the state.

(b) Each day any violation of this Code or of any ordinance shall continue shall constitute a separate offense. Any violation of any provision of this Code which constitutes an immediate danger to the health, safety, and welfare of the public may be enjoined in a suit brought by the village for such purposes. If any violation of this Code is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city in addition to the imposition of a fine or imprisonment.

(c) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that does not exceed \$500.00 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense.

(d) Unless otherwise specifically stated within the provisions of this Code, any violation of this Code or of any ordinance set forth herein that is punishable by a fine that exceeds \$500.00 shall require a culpable mental state of intentionally, knowingly, recklessly or with criminal negligence engaging in conduct constituting the violation.

(e) In any prosecution in the municipal court of the city or of any other court of competent jurisdiction, a complaint charging a violation of this Code need not negate the existence of any affirmative defense but the existence of such may be raised by the defendant in any such prosecution by way of defense as provided in the Texas Penal Code.

(f) A complaint charging a violation of any provision of this Code in the municipal court of the city or any other court of competent jurisdiction need not negative the existence of any exception but the existence of the same may be raised by the defendant in such prosecution by way of defense.

(g) The imposition of a penalty under the provisions of this Code shall not prevent the revocation or suspension of any license, franchise or permit issued or granted under the provisions of this Code.

(h) The city council shall have the power to remit, in whole or in part and upon such conditions as may be deemed proper, by vote of two-thirds of the members present, any fine or penalty belonging to the city which may be imposed or incurred under any provision of this Code, ordinance or resolution adopted by the council or under the Penal Code of the state.

(Code 1978, §§ 1-10, 1-11, 2-25; Code 1993, §§ 1-14, 1-15, 2-28)

State Law reference— Limitation on penalties, V.T.C.A., Local Government Code § 54.001; punishments, V.T.C.A., Penal Code [ch. 12](#).

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

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

Parking Enforcement Violation Handicap

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

Offense: Speeding

| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
|-----------------|-------------|--------------------|--------------|------------------------|--------------|
| 1-15 | \$86.00 | \$134.00 | \$220.00 | \$25.00 | \$245.00 |
| 16 | \$92.00 | \$134.00 | \$226.00 | \$25.00 | \$251.00 |
| 17 | \$98.00 | \$134.00 | 232.00 | \$25.00 | \$257.00 |
| 18 | \$104.00 | \$134.00 | \$238.00 | \$25.00 | \$263.00 |
| 19 | \$110.00 | \$134.00 | \$244.00 | \$25.00 | \$269.00 |
| 20 | \$116.00 | \$134.00 | \$250.00 | \$25.00 | \$275.00 |
| 21 | \$122.00 | \$134.00 | \$256.00 | \$25.00 | \$281.00 |
| 22 | \$128.00 | \$134.00 | \$262.00 | \$25.00 | \$287.00 |
| 23 | \$134.00 | \$134.00 | \$268.00 | \$25.00 | \$293.00 |
| 24 | \$140.00 | \$134.00 | \$274.00 | \$25.00 | \$299.00 |
| 25 | \$146.00 | \$134.00 | \$280.00 | \$25.00 | \$305.00 |
| 26 | \$152.00 | \$134.00 | \$286.00 | \$25.00 | \$311.00 |
| 27 | \$158.00 | \$134.00 | \$292.00 | \$25.00 | \$317.00 |
| 28 | \$164.00 | \$134.00 | \$298.00 | \$25.00 | \$323.00 |
| 29 | \$170.00 | \$134.00 | \$304.00 | \$25.00 | \$329.00 |
| 30 | \$176.00 | \$134.00 | \$310.00 | \$25.00 | \$335.00 |
| 31 | \$182.00 | \$134.00 | \$316.00 | \$25.00 | \$341.00 |
| 32 | \$188.00 | \$134.00 | \$322.00 | \$25.00 | \$347.00 |
| 33 | \$194.00 | \$134.00 | \$328.00 | \$25.00 | \$353.00 |
| 34 and over | \$200.00 | \$134.00 | \$334.00 | \$25.00 | \$359.00 |

Offense: Speeding in a School Zone

| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
|-----------------|-------------|--------------------|--------------|------------------------|--------------|
| 1-15 | \$86.00 | \$159.00 | \$245.00 | \$25.00 | \$270.00 |
| 16 | \$92.00 | \$159.00 | \$251.00 | \$25.00 | \$276.00 |
| 17 | \$98.00 | \$159.00 | \$257.00 | \$25.00 | \$282.00 |
| 18 | \$104.00 | \$159.00 | \$263.00 | \$25.00 | \$288.00 |
| 19 | \$110.00 | \$159.00 | \$269.00 | \$25.00 | \$294.00 |
| 20 | \$116.00 | \$159.00 | \$275.00 | \$25.00 | \$300.00 |
| 21 | \$122.00 | \$159.00 | \$281.00 | \$25.00 | \$306.00 |
| 22 | \$128.00 | \$159.00 | \$287.00 | \$25.00 | \$312.00 |
| 23 | \$134.00 | \$159.00 | \$293.00 | \$25.00 | \$318.00 |
| 24 | \$140.00 | \$159.00 | \$299.00 | \$25.00 | \$324.00 |

| 25 | \$146.00 | \$159.00 | \$305.00 | \$25.00 | \$330.00 |
|---|--------------------------|--|------------------|------------------------|--------------|
| 26 | \$152.00 | \$159.00 | \$211.00 | \$25.00 | \$336.00 |
| 27 | \$158.00 | \$159.00 | \$317.00 | \$25.00 | \$342.00 |
| 28 | \$164.00 | \$159.00 | \$323.00 | \$25.00 | \$348.00 |
| 29 | \$170.00 | \$159.00 | \$329.00 | \$25.00 | \$354.00 |
| 30 | \$176.00 | \$159.00 | \$335.00 | \$25.00 | \$360.00 |
| 31 | \$182.00 | \$159.00 | \$341.00 | \$25.00 | \$366.00 |
| 32 | \$188.00 | \$159.00 | \$347.00 | \$25.00 | \$372.00 |
| 33 | \$194.00 | \$159.00 | \$353.00 | \$25.00 | \$378.00 |
| 34 and over | \$200.00 | \$159.00 | \$359.00 | \$25.00 | \$384.00 |
| Offense: Speeding in a Construction Zone | | | | | |
| <i>Speeding</i> | <i>Fine</i> | <i>Court Costs</i> | <i>Total</i> | <i>Workers Present</i> | <i>Total</i> |
| 1-15 | \$172.00 | \$134.00 | \$306.00 | \$25.00 | \$331.00 |
| 16 | \$184.00 | \$134.00 | \$318.00 | \$25.00 | \$343.00 |
| 17 | \$196.00 | \$134.00 | \$330.00 | \$25.00 | \$355.00 |
| 18 | \$208.00 | \$134.00 | \$342.00 | \$25.00 | \$367.00 |
| 19 | \$220.00 | \$134.00 | \$354.00 | \$25.00 | \$379.00 |
| 20 | \$232.00 | \$134.00 | \$366.00 | \$25.00 | \$391.00 |
| 21 | \$244.00 | \$134.00 | \$378.00 | \$25.00 | \$403.00 |
| 22 | \$256.00 | \$134.00 | \$390.00 | \$25.00 | \$415.00 |
| 23 | \$268.00 | \$134.00 | \$402.00 | \$25.00 | \$427.00 |
| 24 | \$280.00 | \$134.00 | \$414.00 | \$25.00 | \$439.00 |
| 25 | \$292.00 | \$134.00 | \$426.00 | \$25.00 | \$451.00 |
| 26 | \$304.00 | \$134.00 | \$438.00 | \$25.00 | \$463.00 |
| 27 | \$316.00 | \$134.00 | \$450.00 | \$25.00 | \$475.00 |
| 28 | \$328.00 | \$134.00 | \$462.00 | \$25.00 | \$487.00 |
| 29 | \$340.00 | \$134.00 | \$474.00 | \$25.00 | \$499.00 |
| 30 | \$352.00 | \$134.00 | \$486.00 | \$25.00 | \$511.00 |
| 31 | \$364.00 | \$134.00 | \$498.00 | \$25.00 | \$523.00 |
| 32 | \$376.00 | \$134.00 | \$510.00 | \$25.00 | \$535.00 |
| 33 | \$388.00 | \$134.00 | \$522.00 | \$25.00 | \$547.00 |
| 34 and over | \$400.00 | \$134.00 | \$534.00 | \$25.00 | \$559.00 |
| Additional Offenses | | | | | |
| <i>Offense Code</i> | <i>Offense Code Type</i> | <i>Offense Description</i> | <i>Total Due</i> | | |
| 5 | O | Article Vi Erosion & Sediment Control Sec 18-259(D) | \$581.00 | | |
| 19 | O | Sec 34-11 Changeable Electronic Variable Message Sign | \$581.00 | | |
| 20 | O | Violation Of Sec. 50-36 | \$581.00 | | |
| 21 | O | Violation Of Sec. 50-76 | \$581.00 | | |
| 22 | O | Violation Of Sec 50-82 | \$581.00 | | |
| 23 | O | Violation Of Sec. 50-112 | \$581.00 | | |
| 24 | O | Violation Of Sec 50-113 | \$581.00 | | |
| 25 | O | Violation Of Sec 50-115 | \$581.00 | | |
| 26 | O | Violation Of Section 38-160 | \$581.00 | | |
| 27 | O | Violation Of Section 46-21 | \$581.00 | | |
| 28 | O | Violation Sec 20-28 Ifc (Sec 308.1.4) Open Flame Cooking Devices | \$581.00 | | |
| 29 | O | Requirements For Traps | \$581.00 | | |
| 30 | O | City Ordinance Violation Working W/O Permit | \$581.00 | | |
| 31 | O | Violation Of Sec.50-117 Home Occupancy | \$581.00 | | |
| 1 | R | REDLIGHT CODE ENFORCEMENT (Repealed) | \$75.00 | | |
| 9 | P | Handicap Parking Violation | \$517.00 | | |

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|-----|---|--|----------|
| 10 | O | City Ordinance - Violate City Ordinance Nuisance | \$581.00 |
| 11 | O | City Ordinance - Burning Without Permit | \$581.00 |
| 12 | O | City Ordinance - Burning, Deliberate Or Negligent | \$581.00 |
| 14 | O | City Ordinance - Noise | \$581.00 |
| 15 | O | City Ordinance - No Taxi Driver Permit | \$581.00 |
| 16 | O | City Ordinance - Install Fire-Extinguishing System W/O Permit | \$581.00 |
| 17 | O | City Ordinance-Electrical-Work W/O Permit | \$581.00 |
| 18 | O | Co-Use Of Certain Wireless Communication Device While Driving Prohibited | \$281.00 |
| 249 | T | Obscured License Plates | \$177.00 |
| 251 | T | Park In Main Traveled Way | \$274.00 |
| 271 | T | No Valid Class B Drivers License | \$189.00 |
| 272 | T | No Valid Class A Drivers License | \$189.00 |
| 273 | T | No Valid Inspection Sticker | \$177.00 |
| 275 | T | No Valid Class M Drivers License | \$189.00 |
| 285 | T | Improper Start From Stop/Parked Position | \$274.00 |
| 289 | T | Expired Dealer Paper Plates | \$177.00 |
| 318 | T | Illegal Right Turn From Inside Left Lane | \$274.00 |
| 319 | T | Fail To Yield R-O-W R.R. Crossing | \$274.00 |
| 327 | T | Fail To Yield R-O-W From Parked Position | \$274.00 |
| 340 | T | Straight From Turn Only Lane | \$224.00 |
| 342 | S | Solicitation By Pedestrians 552.007 (A) | \$381.00 |
| 345 | T | U-Turn Not In Safety | \$224.00 |
| 367 | T | No Parking Lights When Needed | \$114.00 |
| 373 | T | Driving Left Of Center | \$224.00 |
| 374 | T | Driving Left Of Double Yellow Stripe | \$224.00 |
| 428 | T | No Thru Trucks Over 2 Axles | \$224.00 |
| 444 | T | Display Alternating Lights To Rear | \$134.00 |
| 445 | T | Unapproved Lighting Equipment | \$134.00 |
| 448 | T | Improper Tread Depth | \$134.00 |
| 451 | T | No Headlights | \$224.00 |
| 452 | T | No Brake Lights | \$134.00 |
| 454 | T | No Tow Lights On Towed Vehicle | \$184.00 |
| 455 | T | No Rear View Mirror | \$134.00 |
| 460 | T | Hubcaps Overextended To Left 8" Spiked | \$134.00 |
| 462 | T | Fail To Set Park Brake | \$134.00 |
| 473 | T | Passing Within Intersection | \$224.00 |
| 474 | T | Passing On Unimproved Shoulder Of Road | \$224.00 |
| 475 | T | Pass With Insufficient Clearance | \$224.00 |
| 477 | T | Passing On Right Not In Safety | \$224.00 |
| 479 | T | Passing School Bus Unloading | \$634.00 |
| 480 | T | Passing School Bus-Loading | \$634.00 |
| 482 | T | Pass Within 100 Ft. Of Intersection | \$224.00 |
| 483 | T | Pass Within 100 Ft. Of Railroad Crossing | \$224.00 |
| 489 | T | Stopped Within Intersection | \$224.00 |
| 503 | T | Fail To Signal Stop | \$224.00 |
| 505 | T | Backing Not In Safety | \$274.00 |
| 510 | T | Unattended Vehicle | \$244.00 |
| 511 | T | Leaving Child Unattended In Vehicle | \$316.00 |
| 517 | T | Block Moving Lane Of Traffic | \$274.00 |
| 525 | P | Illegally Parked-Prohibited By Signs | \$250.00 |
| 529 | P | Parked In Bus. Or Res. District 545.301 | \$94.00 |
| 532 | O | City Ordinance - Illegal Parking Over 24 Hours | \$91.00 |
| 534 | O | City Ordinance - Hitchhiking-Solicitation By Pedestrians | \$224.00 |

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|-----|---|---|------------|
| 535 | S | Walking In Roadway | \$224.00 |
| 536 | T | Open Door Into Lane Of Traffic | \$134.00 |
| 537 | T | Tamper With Barricades | \$154.00 |
| 548 | T | Fail To Report Accident-Pedestrian | \$224.00 |
| 549 | T | Fail To Use Due-Care Hit Pedestrian | \$224.00 |
| 550 | T | Fail To Report Accident To Police Dept. | \$204.00 |
| 560 | T | Fail To Stop And Render Aid | \$281.00 |
| 563 | T | Fail To Stop And Give Info-Object Traffic Area | \$174.00 |
| 591 | T | Cut Across Parking Lot | \$224.00 |
| 595 | T | Passing On Shoulder Of Road | \$224.00 |
| 596 | T | Driving On Shoulder Of Roadway | \$274.00 |
| 600 | T | Fail To Cover Load | \$134.00 |
| 603 | O | City Ordinance - Trash Disposal | \$281.00 |
| 604 | T | Fail To Properly Secure Trailer | \$144.00 |
| 605 | T | Fail To Secure Vehicle | \$144.00 |
| 606 | T | Fail To Secure Load | \$134.00 |
| 641 | T | No Safety Chain Trailer | \$184.00 |
| 695 | T | Bicycle Not Equipped With Lights | \$115.00 |
| 696 | T | Bicycle Fail To Yield Row Left | \$114.00 |
| 700 | O | City Ordinance - Unleashed Dog/Cat Running At Large | \$114.00 |
| 701 | O | No Sign Permit | \$281.00 |
| 702 | O | City Ordinance - Violation Of Sec 18-166 | \$581.00 |
| 704 | O | City Ordinance - Nuisance-Odors | \$281.00 |
| 705 | T | Obstructing Fire Hydrant | \$281.00 |
| 706 | O | City Ordinance - Nuisance-All Types Noises | \$281.00 |
| 707 | O | City Ordinance - Dog/Cat/Vaccination And Licensing | \$134.00 |
| 708 | O | City Ordinance - Plumbing & Gas Ordinance | \$281.00 |
| 710 | O | City Ordinance - Prohibited Signs | \$281.00 |
| 711 | O | City Ordinance-Prohibited Smoking Products/Paraphernalia | \$281.00 |
| 712 | O | City Ordinance - Waste Material Containers Collection | \$281.00 |
| 713 | O | City Ordinance - Driveway Ordinance Sec.14-4 E | \$281.00 |
| 715 | O | City Ordinance - Nuisances-Noise | \$281.00 |
| 718 | S | Paint Spray Booth Ifc 1504.1 | \$1,000.00 |
| 719 | O | City Ordinance - Prohibited Use Of Wireless Comm Device While Driving | \$224.00 |
| 721 | O | No Stopping/Standing/Pk In Roadway | \$281.00 |
| 722 | O | Section 18-164 Nuisance | \$581.00 |
| 725 | S | Nuisance-Rubbish, Structures, Etc. | \$281.00 |
| 726 | O | City Ordinance - Livestock In Residential Area | \$281.00 |
| 730 | O | City Ordinance - Drive-Ways Sec.14-4(D)(E) | \$281.00 |
| 731 | S | Train Obstructing Crossing | \$154.00 |
| 742 | O | City Ordinance-Alarm System Installation W/O Permit | \$581.00 |
| 746 | S | Minor - Tob/Cig Prod/Poss/Pur/Consume | \$281.00 |
| 750 | O | City Ordinance - Digging Out | \$224.00 |
| 751 | O | City Ordinance - Horn, Vehicle Sounding Of | \$281.00 |
| 753 | O | City Ordinance - Fail To Have Current Reg. For Animals | \$134.00 |
| 754 | O | City Ordinance - Animal Quarantine | \$134.00 |
| 755 | O | City Ordinance - Fire Code Locked Exits | \$581.00 |
| 756 | O | City Ordinance - Discharge Waste In Public Sewer | \$281.00 |
| 757 | O | City Ordinance - Tire Storage And Mosquito Control | \$331.00 |
| 758 | O | City Ordinance - Noisy Vehicles | \$281.00 |
| 759 | O | City Ordinance - Illegal Dumping | \$2,000.00 |
| 760 | O | City Ordinance - Junk Vehicle Parts | \$281.00 |
| 761 | O | City Ordinance - Junk Vehicle | \$281.00 |

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|------|---|---|------------|
| 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 |

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|------|---|---|----------|
| 1171 | S | D.O.C. Offensive Gesture/Display | \$316.00 |
| 1172 | S | D.O.C. Noxious/Unreasonable Odor (Chemical) | \$316.00 |
| 1173 | S | D.O.C. Abuse Or Threaten (Offensive Manner) | \$281.00 |
| 1174 | S | D.O.C. Unreasonable Noise | \$316.00 |
| 1175 | S | D.O.C. Fighting With Another | \$281.00 |
| 1176 | S | D.O.C. Window Peeping-Dwelling | \$316.00 |
| 1177 | S | D.O.C. Window Peeping/Hotel Or Motel | \$316.00 |
| 1178 | S | D.O.C. Discharges Firearm/Public Roadway | \$316.00 |
| 1180 | S | Make Firearm Accessible To A Child | \$316.00 |
| 1181 | S | Obscene Display | \$316.00 |
| 1210 | S | Smoking Tobacco-Prohibited Areas | \$316.00 |
| 1220 | S | Public Intoxication | \$316.00 |
| 1230 | S | Possession/Consumption Of Alcohol In Motor Vehicle | \$316.00 |
| 2000 | S | Consume Alcoholic Beverages On Off-Premised License Account | \$281.00 |
| 2001 | S | Sale To Certain Persons | \$281.00 |
| 2010 | S | Consumption Of Alcoholic Beverages Near A School | \$281.00 |
| 2090 | S | Sale Of Tobacco Products To A Minor | \$281.00 |
| 2091 | S | Sell Cig/Tob Products W/O Permit | \$281.00 |
| 2100 | S | Possession Of Drug Paraphernalia | \$281.00 |
| 2200 | T | Fail To Set Park Brake | \$134.00 |
| 273E | T | Fictitious Inspection Sticker | \$281.00 |
| 2900 | S | Equipment Not In Compliance W/ Federal Standards 49 C.F.R.571.108 | \$281.00 |
| 3001 | T | Speeding <i>See Chart</i> | |
| 3002 | T | Unsafe Speed/Too Fast For Conditions | \$274.00 |
| 3003 | T | Impeding Traffic | \$274.00 |
| 3004 | T | Racing/Drag Racing/Acceleration Contest For Speed | \$274.00 |
| 3005 | T | Fail To Yield R-O-W | \$274.00 |
| 3006 | T | Ran Stop Sign | \$274.00 |
| 3007 | T | Ran Red Light | \$274.00 |
| 3008 | T | Disregard Flashing Yellow Signal | \$274.00 |
| 3009 | T | Changed Lane When Unsafe | \$274.00 |
| 3011 | T | Turned Left From Wrong Lane | \$274.00 |
| 3012 | T | Turned Right From Wrong Lane | \$274.00 |
| 3013 | T | Cut Corner Left Turn | \$274.00 |
| 3014 | T | Improper Turn | \$274.00 |
| 3015 | T | Drove On Wrong Side Of Road | \$274.00 |
| 3016 | T | Drove Wrong Way On One-Way Roadway | \$274.00 |
| 3017 | T | Following Too Closely | \$284.00 |
| 3018 | T | Passed - Insufficient Clearance | \$274.00 |
| 3019 | T | Disregard No Passing Zone | \$274.00 |
| 3020 | T | Illegal Pass On Right | \$274.00 |
| 3021 | T | Failed To Stop For School Bus (Or Remain Stopped) | \$634.00 |
| 3022 | T | Failed To Pass To Right Safely/Improper Passing | \$274.00 |
| 3024 | T | Unsafe Start From Parked, Stopped, Standing | \$274.00 |
| 3025 | T | Fail To Maint. Fina. Resp. 2nd/Off. | \$581.00 |
| 3026 | T | Parking On Roadway | \$274.00 |
| 3028 | T | Crossing Physical Barrier | \$274.00 |
| 3031 | T | Unrestrained Child Under 8 Years Of Age | \$254.00 |
| 3032 | T | No Seat Belt - Driver | \$194.00 |
| 3033 | T | No Seat Belt - Passenger | \$194.00 |
| 3034 | T | Child (8 -16) Not Secured By Safety Belt | \$194.00 |
| 3038 | T | Operate Vehicle With Child In Open Bed | \$274.00 |
| 3039 | T | Speeding Over 15mph (Cdl Only) | \$134.00 |

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|------|---|---|----------|
| 3045 | T | Fail To Give Information/Render Aid<\$200 | \$221.00 |
| 3049 | T | Fail To Maint. Fina. Resp | \$296.00 |
| 3050 | T | Fail To Control Speed | \$274.00 |
| 3051 | T | Operating Veh Below Posted Min Speed | \$274.00 |
| 3052 | T | Fail To Yield R-O-W To Vehicle In Intersection (Stop Sign) | \$274.00 |
| 3053 | T | Failed To Yield R-O-W At Yield Sign | \$274.00 |
| 3054 | T | Fail To Yield R-O-W At Open Intersection | \$274.00 |
| 3055 | T | Fail To Yield R-O-W Turning Left | \$274.00 |
| 3056 | T | Fail To Yield R-O-W (Private Drive/Alley ,Building) | \$274.00 |
| 3057 | T | Fail To Yield R-O-W To Emergency Vehicle | \$274.00 |
| 3058 | T | Fail To Yield R-O-W On Green Arrow Signal | \$274.00 |
| 3059 | T | Disregard Official Traffic Control Device | \$274.00 |
| 3060 | T | Failed To Stop At Designated Point (Stop Sign) | \$274.00 |
| 3061 | T | Fail To Stop-Designated Point (At Yield Sign) | \$274.00 |
| 3062 | T | Lack Of Caution Turning On Green Arrow | \$274.00 |
| 3063 | T | Failed To Stop At Proper Place (Traffic Light) | \$274.00 |
| 3064 | T | Fail To Stop At Proper (Not At Intersection) | \$274.00 |
| 3065 | T | Disregard Warning Sign At Construction | \$274.00 |
| 3066 | T | Drove Through Safety Zone | \$274.00 |
| 3067 | T | Disregard Flashing Red Signal (At Stop Sign, Etc) | \$274.00 |
| 3068 | T | Failed To Stop At Proper Place (Flashing Red Signal) | \$274.00 |
| 3069 | T | Disregard Lane Control Signal | \$274.00 |
| 3070 | T | Failed To Maintain Single Lane | \$274.00 |
| 3071 | T | Disregard No Lane Change Sign | \$274.00 |
| 3072 | T | Disregard Signal At Rr Crossing | \$274.00 |
| 3073 | T | Disregard Rr Crossing Gate Or Flagman | \$274.00 |
| 3074 | T | Failed To Stop At Marked Rr Crossing | \$274.00 |
| 3075 | T | Oper Of Heavy Equip Disregarded Signal Of Approaching Train | \$274.00 |
| 3076 | T | Turned Across Dividing Section | \$274.00 |
| 3077 | T | Improper Rt Turn Too Wide | \$274.00 |
| 3078 | T | Disregard Turn Marks | \$274.00 |
| 3079 | T | Made U Turn On Curve Or Hill | \$274.00 |
| 3080 | T | Turned When Unsafe | \$274.00 |
| 3081 | T | Crossing Property (Cut Corner) | \$274.00 |
| 3082 | T | Fail To Y-O-W On Left When Passing An Obstruction | \$274.00 |
| 3084 | T | Fail To Signal Lane Change | \$274.00 |
| 3085 | T | Failed To Give One-Half Of Roadway | \$274.00 |
| 3086 | T | Fail To Pass On Right | \$274.00 |
| 3088 | T | Drove On Wrong Side Of Divided Highway | \$274.00 |
| 3089 | T | Drove Center Lane (Not Passing/Not Turning Left) | \$274.00 |
| 3090 | T | Drove Wrong Way In Designated Lane | \$274.00 |
| 3091 | T | Wrong Side Of Road - No Passing | \$274.00 |
| 3092 | T | Cut In After Passing | \$274.00 |
| 3096 | T | Failed To Signal Turn | \$274.00 |
| 3097 | T | Failed To Signal Intent Prior To 100 Ft | \$274.00 |
| 3099 | T | Improper Turn Or Hand Signal | \$274.00 |
| 3101 | T | Driving While License Suspended/Invalid | \$381.00 |
| 3103 | S | No Driver's License | \$189.00 |
| 3106 | S | Violate DI Restriction | \$189.00 |
| 3107 | S | Permit Unlawful Use Of DI | \$189.00 |
| 3112 | T | Motorcycle No Endorsement | \$189.00 |
| 3115 | T | Failed To Yield To Pedestrian On Sidewalk | \$274.00 |
| 3116 | T | Failed To Yield To Pedestrians In Crosswalk | \$274.00 |

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|------|---|---|----------|
| 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 |

Regular City Council Agenda Item Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve, on First Reading, Resolution No. 2023-46-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 The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Background:

On September 12, 2023, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with The Garza Agency for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2023-46-TEDC

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #Project Grants

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

| | |
|-------------------|-------------------------|
| Signed _____ | Approved by _____ |
| Staff Member-TEDC | Executive Director-TEDC |
| Date | Date |



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 4, 2023

SUBJECT: The Garza Agency

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Gabriel Garza, President of The Garza Agency, for funding assistance through the TEDC's Rental Incentive Program for an insurance and financial services firm.

The Garza Agency was established in 1996 and specializes in insurance and financial services to the public under the Farmers Insurance organization.

The proposed location is an 1800 square foot lease space located at 28427 SH 249.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$6,495.06. The proposed grant amount is \$10,000.00 payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.



Date: August 25, 2023

Tiffani Wooten
Tomball Economic Development

The Garza Agency is a Texas-based company founded in 1996 offering insurance and financial services to the public under the Farmers Insurance organization. Our offices have been centered around the northwest side of Houston for 23 years. We have chosen to open our second location in Tomball due to the expansive growth already taking place and projected to continue.

We are funding the move through our current operations and are requesting assistance from Tomball EDC's Business Rental Incentive Program as a means to allow us to expand our Tomball operations and staff quickly.

The rental incentive program will be very beneficial for us by helping us recoup some of our out of pocket expenses associated with leasing a space, moving to a new location, and marketing to help us expand our business to the City of Tomball and surrounding areas.

Thank you for your consideration,

Gabriel C. Garza

Gabriel Garza
President



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

Business Owner Applicant Information

Name of Business: The Garza Agency

Current Business Physical Address: 4600 HWY 6 N. Ste. 103

City, State & Zip Houston, Texas 77084

Mailing Address: Same

City, State & Zip _____

Business Phone: 281-656-8340

Business Website: www.thegarzaagency.com

Business Owner Name: Gabriel Garza

Applicant's Name (if different): _____

Position /Title: Owner

Phone and Email: 281-656-8340 gabriel@thegarzaagency.com

Nature of Business: Insurance and Financial Services

NAICS Code: 524126

Legal Form of Business:

- ☐ Sole Proprietor
- ☐ Partnership Number of Partners _____
- ☒ Corporation
- ☐ Limited Liability Corp
- ☐ Other _____

Business Start/Opening Date 9/2006

Days and Hours of Operation

Days Open: M-F

Hours Open: 9-5:30

Employees

Full Time Employees (40 hours per week): 13

Part Time Employees (less than 40 hours per week): 0

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No ☐ Yes ☒ (please explain)

Property is being purchased in the name of GP+3 LLC and will lease back to The Garza Agency

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish) \$ 50,000

Landlord Space Improvement (finish) \$ _____

Equipment and Display \$ _____

Product Stock (for Opening) \$ _____

Marketing (First Year) \$ 20,000

Sources of Funding for Move/Expansion

Funds invested by owner \$ 100,000

Funds from other sources* \$ _____

Total estimated cost to move/expand \$ 170,000

* Source of Funding and Amounts Cash on hand and revenue

New Lease Property Information

Address of space to be leased: _____

Total amount of square feet to be leased and occupied: 1800

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ _____ per month \$ _____ per s.f.

Additional lease terms and other monthly charges: _____

Indicate any rate increases: _____

FINANCIAL NEED DEMONSTRATION: Acceptance into the Rental Incentive Program requires an acceptable explanation of financial need. Use the lines below to explain why and how the rent subsidy is an important factor in opening your business.

The rental incentive will be very beneficial to us by helping us re coop some of our out of pocket expenses associated with moving and marketing to the new area to help expand our business to the City of Tomball.

Explain how your business will benefit and enhance the area in which you are locating and how your business will complement other businesses within the area:

We are an established professional Insurance and Financial Services company. We will serve the community of Tomball and surrounding areas including businesses to help provide them with fair and competitive products.

Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Gabriel Garza

Printed Name of Principal Owner

Gabriel C. Garza

Signature

8.23.2023

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 28427 SH 249, Tomball, Texas 77375

Property Owner of Record: _____

Mailing Address: 4600 HWY 6 N. Ste 103

City, State & Zip Houston, Texas 77084

Phone: 281-656-8340 Email: gabriel@thegarzaagency.com

Name(s) of Authorized Signatories: Gabriel Garza and Patricia Garza

Name of Management Company: _____

Name of Representative/Contact Person: _____

Management Company Address: _____

City, State & Zip _____

Phone: _____ Email: _____

Name of proposed business at site:

The Garza Agency

Name of business owner:

Gabriel Garza and Patricia Garza

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD? NO ☐ YES ☒ Please explain

Property is being purchased in GP+3 LLC which I own and will then lease back to The Garza Agency

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1800

Term of lease: 5 years

Gross rental rate \$ _____ per month \$ _____ per s.f.

Additional lease terms and other monthly charges: _____

Indicate any rate increases: _____

Is the subject space currently vacant? Yes ☐ No ☒

If yes, how long has the space been vacant? _____ months

Name of previous tenant: Davis Chiropractor

Previous Rental Rate: \$ unknown Per Month \$ unknown Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☒

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☐

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES ☒ NO ☐ (Please explain on supplemental sheet)

Other Properties: YES ☐ NO ☐ N/A ☒

Are you involved in any litigation with the City of Tomball?

☐ YES (Please explain on supplemental sheet)

☒ NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

Gabriel Garza

Printed Name of Property Owner/Landlord

Gabriel C. Garza

Signature

8.23.2023

Date



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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28427 SH 249

CONCERNING THE LEASED PREMISES AT Tomball, Tx 77375

between GP+3 LLC (Landlord)
and TGA Ventures LP dba The Garza Agency (Tenant).

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ADDENDA & EXHIBITS (check all that apply)

- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Exhibit _____
- ☐ Commercial Property Condition Statement (TXR-1408)
- ☐ Commercial Lease Addendum for Broker's Fee (TXR-2102)
- ☐ Commercial Lease Addendum for Option to Extend Term (TXR-2104)
- ☐ Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
- ☐ Commercial Lease Addendum for Percentage Rent (TXR-2106)
- ☐ Commercial Lease Addendum for Parking (TXR-2107)
- ☐ Commercial Landlord's Rules and Regulations (TXR-2108)
- ☐ Commercial Lease Guaranty (TXR-2109)
- ☐ Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
- ☐ Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
- ☐ Commercial Lease Addendum for Contingencies (TXR-2119)
- ☐ Information About Brokerage Services (TXR-2501)
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

Landlord: GP+3 LLC _____; and

Tenant: TGA Ventures LP dba The Garza Agency _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

☐ (1) Multiple-Tenant Property: Suite or Unit Number _____ containing approximately _____ square feet of rentable area ("rsf") in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____.

☒ (2) Single-Tenant Property: The real property containing approximately 1800 square feet of rentable area ("rsf") at: 28427 SH 249 _____ (address) in Tomball (city), Harris (county), Texas, which is legally described on attached Exhibit RES B Tomball Park _____ or as follows: _____.

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. Term: The term of this lease is 36 months and _____ days, commencing on: November 1, 2023 (Commencement Date) and ending on October 31, 2026 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit **6495.06** or as follows:

| Dates | | Rate per rentable square foot (<i>optional</i>) | | Base Monthly Rent \$ |
|-------|----|---|----------------|----------------------|
| From | To | \$ Monthly Rate | \$ Annual Rate | |
| | | / rsf / month | / rsf / year | |
| | | / rsf / month | / rsf / year | |
| | | / rsf / month | / rsf / year | |
| | | / rsf / month | / rsf / year | |
| | | / rsf / month | / rsf / year | |
| | | / rsf / month | / rsf / year | |

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (*Check all that apply*):

- ☐ (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (2) Commercial Lease Addendum for Parking (TXR-2107)
☐ (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before **November 1, 2023**.
- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.
- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **Gabriel Garza**

Address: **28427 SH 249, Tomball, Texas 77375**

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ _____ for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. Application of Funds: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- ☐ J. Expense Reimbursement. In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- ☐ (1) Reimbursable Periods. Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) Definitions:

- (a) "Tenant's pro rata share" is _____%.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

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- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.
- (3) Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.
- ☐ (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year ____ for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ ____.
- ☐ (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ ____.
- ☒ (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☒ taxes; ☒ insurance; ☐ CAM; ☐ structural; ☐ roof replacement; and ☐ ____.
- (4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is _____ rentable square feet (including any add on factor for common areas).

| Projected Expenses | |
|--------------------|----------------|
| \$ Monthly Rate | \$ Annual Rate |
| / rsf / month | / rsf / year |

- (5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

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5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ _____ to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

| | N/A | Landlord | Tenant |
|--------------------------|--------------------------|-------------------------------------|--------------------------|
| (1) Water | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Sewer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Electric | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (4) Gas | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (5) Telephone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) Internet | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (7) Cable | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (8) Trash | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (9) _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (10) All other utilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.
- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*
- ☐ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

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- ☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- ☒ (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
- ☒ (a) \$1,000,000; or
- ☐ (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- ☒ (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: _____
- _____
- _____
- _____.

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): Monday - Thursday 9-5:30, Friday 9-5 and appointments on the weekends

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

| | N/A | Landlord | Tenant |
|--|--------------------------|-------------------------------------|-------------------------------------|
| (1) Foundation, exterior walls and other structural components | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Roof replacement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Roof repair | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (4) Glass and windows | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (5) Fire protection equipment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (6) Fire sprinkler systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (7) Exterior and overhead doors, including closure devices, molding, locks, and hardware | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (8) Grounds maintenance, including landscaping and irrigation systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (9) Interior doors, including closure devices, frames, molding, locks, and hardware | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (10) Parking areas and walks | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (11) Plumbing systems, drainage systems and sump pumps | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (12) Electrical systems, mechanical systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (13) Ballast and lamp replacement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (14) Heating, Ventilation and Air Conditioning (HVAC) systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (15) HVAC system replacement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (16) Signs and lighting: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (a) Pylon | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Fascia | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) Monument | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) Door/Suite | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) Directional | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (f) Other: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (17) Extermination and pest control, excluding wood-destroying insects. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (18) Fences and Gates | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (19) Storage yards and storage buildings | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (20) Wood-destroying insect treatment and repairs | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (21) Cranes and related systems | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (22) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (23) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (24) All other items and systems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☐ is ☒ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☒ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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Page 13 of 18

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____.

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: _____

Cooperating Broker: _____

Agent: _____

Agent: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

License No.: _____

License No.: _____

Principal Broker: *(Check only one box)*☐ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Principal Broker and:
☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- 33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

- 34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: GP+3 LLC

Address: _____

Attention: _____

Fax: _____

and a copy to: _____

Address: _____

Attention: _____

Fax: _____

☒ Landlord also consents to receive notices by e-mail at: gabriel@thegarzaagency.comTenant at the leased premises,and to: TGA Ventures LP dba The Garza Agency,

Address: _____

Attention: _____

Fax: _____

and a copy to: _____

Address: _____

Attention: _____

Fax: _____

☒ Tenant also consents to receive notices by e-mail at: gabriel@tthegarzaagency.com

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: _____

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: GP+3 LLCTenant: TGA Ventures LP dba The Garza AgencyBy: Gabriel GarzaBy: Gabriel Garza

By (signature): _____

By (signature): _____

Printed Name: Gabriel GarzaPrinted Name: Gabriel GarzaTitle: President Date: _____Title: President Date: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **The Garza Agency** (the “Company”), 4600 HWY 6 N. Suite 103, Houston, TX 77084

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Company proposes to lease an 1,800 square foot existing office space located at 28427 SH 249, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company currently provides insurance and financial services to the public under the Farmers Insurance organization and proposes to expand its business operations by opening an additional location at the Property; and

WHEREAS, the Company proposes to create up to six (6) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of at least two (2) full-time W-2 employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company 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.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the minimum number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company:

The Garza Agency
4600 Hwy 6 N. Suite 103
Houston, TX 77084
Attn: Gabriel Garza, President

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2023 (the “Effective Date”).

THE GARZA AGENCY

By: _____

Name: Gabriel Garza

Title: President

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2023, by Gabriel Garza, President of The Garza Agency, for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _12th_ day of _September_
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"
Legal Description of Property

Legal Description: RES B
TOMBALL PARK

Property Address: 28427 SH 249, Tomball, TX 77375



RESOLUTION NO. 2023-46-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 AGREEMENT BY AND BETWEEN THE CORPORATION AND THE GARZA AGENCY TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (10,000.00), found by the Board to be required or suitable to promote a new business development by The Garza Agency; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (10,000.00), to The Garza Agency in accordance with an economic development agreement by and between the TEDC and The Garza Agency to promote and develop a new or expanded business enterprise, to be located at 28427 SH 249, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it

would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2023.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2023.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve, on First Reading, Resolution No. 2023-50-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 T & R Harmon, LLC DBA Craving Kernels to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 702 South Persimmon Street, Unit 3A, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$8,820.00.

Background:

On November 14, 2023, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with T & R Harmon, LLC DBA Craving Kernels for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2023-50-TEDC

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: #Project Grants

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

Signed

Staff Member-TEDC

Date _____

Approved by

Executive Director-TEDC

Date _____



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 4, 2023

SUBJECT: T & R Harmon, LLC DBA Craving Kernels

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Randy Harmon, Co-Owner and Vice President of Craving Kernels for funding assistance through the TEDC's Rental Incentive Program.

Craving Kernels Gourmet Popcorn and Sweet Shoppe is a Tomball based company founded in 2018. They are currently located at 312 Market Street. This location serves as their retail storefront and has been widely successful. In 2022, due to substantial corporate sales they started looking for additional space to manufacture and distribute their product. At that time, they were unable to find a suitable space in Tomball that met their needs. The owners leased a secondary location near Spring to keep up with demand but continued to look for a place to lease in Tomball.

The proposed location is a 2,800 square foot lease space located at 702 South Persimmon Street Unit 3A. They will keep their retail space at 312 Market Street and move their manufacturing/distribution operations to the secondary location at 702 South Persimmon Street. This location will serve as the hub for the retail storefront.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only.

The lease agreement that was submitted in conjunction with the request letter shows a three-year lease commitment with a monthly rent amount of \$2,940.00 for the first 12 months. The proposed grant amount is \$8,820.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in

Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

November 7, 2024

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation

Good morning,

Craving Kernels Gourmet Popcorn and Sweet Shoppe is a Tomball Texas -based company founded in 2018. Offering Gourmet popcorn, Fudge, Ice Cream, Cookies and Nostalgic candy, our goal from the moment we first opened was to create a fun shopping experience for the entire family.

Since opening our doors we've dedicated ourselves to creating a brand of fun that could extend beyond our front doors and into the local community as well as corporations in the area. We have worked to develop a state of the art fundraising platform, offering schools and charitable organizations to ability raise funds through virtual or door to door fundraisers. Having spent 50 years combined in business we learned firsthand the importance of rewarding employees or the value of a simple thank you for your business to loyal customers. Be it a family shopping experience, a fundraiser or a corporate gift we have worked tirelessly to create a small local business with big business appeal.

Having navigated COVID, a recession and high inflation we consider ourselves to be very stable in the community. However, since opening day we have enjoyed success, our fundraiser and corporate orders have grown. Corporate orders alone have grown from a few hundred bags to sometimes thousands of bags. This growth has necessitated the need for additional space to complete and deliver orders. Tomball is home for our business as well as our family and it seems only natural that Tomball be home to the next phase of Craving Kernels.

We are requesting assistance through the Tomball EDC Rental Incentive Program as a means to expand our staff and operations in Tomball as quickly as possible.

We sincerely appreciate your consideration.

Sincerely



Randy Harmon

Co-Owner

Craving Kernels Gourmet Popcorn and Sweet Shoppe

312 Market St Tomball TX 77375

281-377-3282

RESOLUTION NO. 2023-50-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 AGREEMENT BY AND BETWEEN THE CORPORATION AND T & R HARMON, LLC DBA CRAVING KERNELS TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00), found by the Board to be required or suitable to promote a new business development by T & R Harmon, LLC DBA Craving Kernels; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00), to T & R Harmon, LLC DBA Craving Kernels in accordance with an economic development agreement by and between the TEDC and T & R Harmon, LLC DBA Craving Kernels to promote and develop a new or expanded business enterprise, to be located at 702 South Persimmon Street, Unit 3A, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this ____ day of _____,
202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of
_____, 202__.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **T & R Harmon, LLC DBA Craving Kernels** (the “Company”), 312 Market Street, Tomball, TX 77375

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Company proposes to lease a 2,800 square foot existing office warehouse space located at 702 South Persimmon, Unit 3A, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company currently manufactures and distributes gourmet popcorn proposes to expand its business operations by opening a office warehouse at the Property; and

WHEREAS, the Company proposes to create six (6) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00), in accordance with an established Rental Assistance Incentive; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Six (6) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company 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.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Eight Thousand Eight Hundred and Twenty Dollars (\$8,820.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company:

T & R Harmon, LLC DBA Craving Kernels
312 Market Street
Tomball, TX 77375
Attn: Randy Harmon, Co-Owner and Vice President

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the “Effective Date”).

T & R Harmon, LLC DBA Craving Kernels

By: _____

Name: Randy Harmon

Title: Co-Owner and Vice President

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2024, by Randy Harmon, Co-Owner and Vice President of Craving Kernels, for and on behalf of
said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _14th_ day of __November__
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit “A”

Legal Description of Property

Legal Description: LT 3 BLK 2 VAZQUEZ-PHOENIX

Persimmon Properties

Property Address: 702 South Persimmon Street, Unit 3A, Tomball, TX 77375

DRAFT

Regular City Council Agenda Item Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve, on First Reading, Resolution No. 2023-53-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 Headquarters TOO, 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 development and construction of a 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$102,459.00.

Background:

On November 14, 2023, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Church Holdings, Inc. for assistance with infrastructure costs related to the development and construction of a proposed 15,500 square foot commercial facility to be located at 1417 Graham Drive, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2023-53-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2023-53-TEDC on First Reading

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #Project Grants

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

Signed _____

Staff Member-TEDC

Date _____

Approved by _____

Executive Director-TEDC

Date _____



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 4, 2023

SUBJECT: Headquarters TOO, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Peter Licata, General Partner, Headquarters TOO, LLC., for assistance with infrastructure costs related to the construction of a multi-tenant retail development to be located at 1417 Graham Drive.

Headquarters TOO, LLC is an entity owned by the Licata family, who recently renovated the Bank of America building into a coworking concept, The Field, to Tomball. They also have other projects throughout Houston and two restaurants in Denver Colorado.

The proposed development will consist of an approximately 15,500 square foot commercial building on approximately 1.7 acres. The estimated capital investment for the project is over \$3.1 million.

The eligible infrastructure improvements include water, sanitary, gas, storm sewer, telecommunications, electric utilities and related site improvements totaling approximately \$512,296.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$524,586.00.

If the agreement between the TEDC and Headquarters TOO, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$102,459.00, based on 20% of the actual expenditures for the eligible infrastructure improvements.



November 1, 2023

Tomball Economic Development Corporation (“TEDC”)
Attn: Board of Directors
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Re: Grant Request – new retail project
1417 Graham Drive
Tomball, TX 77375

Dear TEDC Board of Directors:

On behalf of Headquarters TOO LLC (“Owner”), I would like to request grant funding from the TEDC for the development and construction of a new 15,500 sq. ft. retail building to be located at 1417 Graham Drive, next to the Bank of America building. This project involves the improvement of a raw 1.7-acre tract of land. Construction will include all requirements to complete the building shell with site improvements for delivery of interior lease space to tenants for their future build-out requirements. We are in discussions with several restaurants, a yoga studio, ice cream shop, Dentist and a few other retail tenants. All prospective tenants would be new employers to the City of Tomball and would create new employment opportunities and sales tax revenue. Our goal for the center is to bring tenants that the community would appreciate and enjoy having. We are going to great lengths to ensure the project reflects Tomball and its growth.

Headquarters TOO LLC is an entity owned by The Licata Family, who recently completed renovations of the Bank of America building, and who have brought their coworking concept, The Field, to Tomball. In addition, we have various other projects throughout Houston, and two restaurants in Denver, CO. All of our properties are not only owned with family members but we take an active role in the development, leasing, and management of those properties. We take an active role in the development, leasing, and management to ensure the projects we own are taken care of in a way that we feel only an owner would. We pay close attention to parking ratios, landscaping, cleanliness of properties, and proper tenant mix.

Having a current project in Tomball has been a wonderful experience for our Family. Tomball has welcomed us with open arms, and we feel we have added to the community as well. The previous owner of the Bank of America building was leaving it to ruin, we were thrilled with the opportunity to reimagine what the building to be, and how it could function. With our connection to Tomball, it is extremely important to us to have projects in the community that are a step above “the standard”. The retail center could have been built in a less expensive way, we could have not put in as much detail to the landscaping, or not continued to make on going improvements, but we truly want to bring projects to Tomball that the community is proud of.

We have our permit for construction and anticipate turning space over to tenants in late Spring 2024.

We have provided the TEDC our site plan, rendering of the overall building, and rendering of our ideal restaurant tenant for the larger end cap space. Our renderings reflect a project that complements our Bank of America building but has its own unique look that the future tenants and community will enjoy. Please let me know if you have any questions at all.

Thank you

Sincerely,

A handwritten signature in blue ink, appearing to read 'P. Licata', with a stylized flourish at the end.

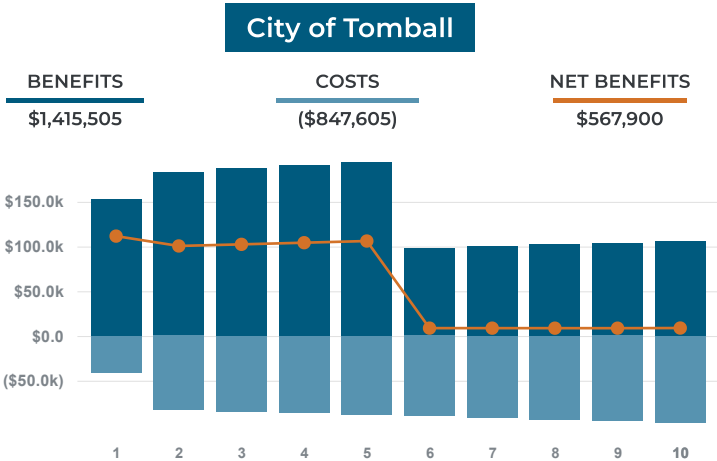
Peter M Licata
President – TPC Real Estate Corp
Partner – Headquarters TOO LLC



IMPACT REPORT

THE FIELD-RETAIL CENTER

Scenario 1 with Client Data



JOB



173.6 Total

74.0 Direct

99.6 Spin-off

SALARIES



\$44,633 Avg

\$35,000 Direct

\$51,791 Spin-off

CAPITAL INVEST.



\$3.1M

Buildings + FF&E

RESIDENTIAL DEV.



0.7 Homes

4.7 Relocations

NET BENEFITS

\$567,900

Present Value

\$483,955

BENEFITS

| | |
|-----------------------------------|-----------|
| Sales Taxes | \$481,046 |
| Real Property Taxes | \$78,632 |
| FF&E Property Taxes | \$9,973 |
| Inventory Property Taxes | \$0 |
| New Residential Property Taxes | \$4,931 |
| Hotel Occupancy Taxes | \$4,791 |
| Building Permits and Fees | \$0 |
| Utility Revenue | \$528,840 |
| Utility Franchise Fees | \$30,356 |
| Miscellaneous Taxes and User Fees | \$276,936 |

Benefits Subtotal

\$1,415,505

COSTS

| | |
|-----------------------------|-------------|
| Cost of Government Services | (\$265,218) |
| Cost of Utility Services | (\$582,387) |

Costs Subtotal

(\$847,605)

INCENTIVE ANALYSIS

\$102,459

Total Incentive

\$1,385

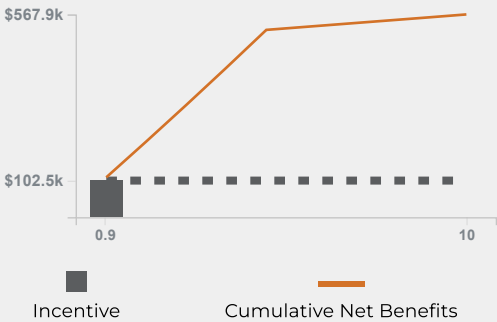
Per Job

55.4%

Rate of Return

0.9 Yrs

Payback Period



NET BENEFITS OVER 10 YEARS

| | |
|-----------------|-----------|
| CITY | \$567,900 |
| COUNTY | \$63,666 |
| SCHOOL DISTRICT | \$118,740 |
| OTHER | \$193,283 |



AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Headquarters Too, LLC**. (the “Company”), 1431 Graham Drive, Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 1.7-acre tract of land within the City, located at 1417 Graham Drive, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Three Million Dollars (\$3,000,000) to construct a 15,500 square foot commercial building (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create seventy-four (74) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), or an amount equal to up to twenty percent (20%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 15,500 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will

certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the commercial building will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), or an amount equal to twenty percent (%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the

Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Headquarters TOO, LLC
1431 Graham Drive
Tomball, Texas 77375
Attn: Peter M. Licata,
General Partner, Headquarters TOO, LLC
President, TPC Real Estate Corp

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the “Effective Date”).

Headquarters TOO, LLC

By: _____
Name: Peter M. Licata
Title: General Partner

ATTEST:

By: _____
Name: _____
Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2024, by Peter Licata, Partner, Headquarters TOO, LLC for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description of Property

LT 1BLK 1 GRAHAM ROAD ESTATES
1431 GRAHAM DR, TOMBALL, TX 77375



Exhibit B
Description of Improvements

Construction of a 15,500 square foot commercial building
at 1417 Graham Drive, Tomball, TX 7737.



Exhibit C

Description of Infrastructure Improvements

| Targeted Infrastructure | Costs |
|-----------------------------|----------------------|
| Site Preparations | \$ 197,220.00 |
| Storm Drainage | \$ 40,800.00 |
| Sanitary Sewer | \$ 127,200.00 |
| Water | \$ 39,360.00 |
| Telecommunications/Internet | \$ 4,800.00 |
| Electric | \$ 101,056.00 |
| Gas | \$ 1,860.00 |
| Total | \$ 512,296.00 |

RESOLUTION NO. 2023-53-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 HEADQUARTERS TOO, LLC TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), found by the Board to be required or suitable to promote a new business development by Headquarters TOO, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred and Two Thousand Four Hundred and Fifty-Nine Dollars (\$102,459.00), to Headquarters TOO, LLC, in accordance with an economic development agreement by and between the TEDC and Headquarters TOO, LLC to promote and develop a new or expanded business enterprises, to be located at 1417 Graham Drive, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this ____ day of _____,
202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of
_____, 202__.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

Approve, on First Reading, Resolution No. 2023-54-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 First Community Credit Union 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 development and construction of a Banking and Financial Services office building to be located at 26902 TX-249 in the City of Tomball, Texas. The estimated amount of expenditures for such Project is an amount not to exceed \$64,721.00.

Background:

On November 14, 2023, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with First Community Credit Union for assistance with infrastructure costs related to the development and construction of a Banking and Financial Services office building to be located at 26902 TX-249 in the City of Tomball, Texas.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2023-54-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2023-54-TEDC on First Reading

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #Project Grants

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

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 4, 2023

SUBJECT: First Community Credit Union

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Arthur Gordon, Executive Vice President of First Community Credit Union, for assistance with infrastructure costs related to the development of a proposed banking and financial services office building.

The proposed development will consist of a 4,074 square foot banking and financial services office building on approximately 1.003 acres. The estimated capital investment for the project is over \$6.4 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately \$830,966.31.

Targeted infrastructure that will promote the development and expansion of business enterprises is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$215,737.00.

If the agreement between the TEDC and First Community Credit Union is approved as a Project of the Corporation, the grant funding amount will not exceed \$64,721.00, based on 7% of the of the actual expenditures for the eligible infrastructure improvements.



October 20, 2023

To the Tomball Economic Development Board of Directors:

First Community Credit Union would like to thank the TEDC team for their assistance answering our questions as it relates to this process. We are requesting grant funding from the TEDC to complete the First Community Credit Union project. We are collaborating with ALJ Lindsey Engineering, MG Architects, and Brandt Construction to complete this project.

Our existing building is located at 28850 Tomball Parkway, and our newly purchased location will be at the northeast corner of Holderrieth Road and 249. The physical address is 26902 Texas 249 Tomball. We are excited to build a new 4074 sq. ft. building. We will have a shared driveway with Costco, to allow our Credit Union members and Costco customers easy access to enter and exit to the 249 Frontage Road or Holderrieth Road. Based on our market research performed in the area we feel strongly about having a branch presence in this particular location. This corner has great visibility that will welcome potential customers and business into the Tomball community as they pass through the site space.

First Community has been a part of the Tomball community for over 16 years, and we are proud to witness the growth during this time. We are supporters of the Chamber of Commerce and Rotary in Tomball, and frequently support local events in town to help increase continued local growth.

First Community Credit Union is seeking grant funding for our project, to include infrastructure and the demolition of the buildings currently occupying the location. After working closely with our general contractor and our architect, our estimated budget for this project will be \$8.7 million (schedule of values provided). As we continue to work with our architect and construction team, we are confident our groundbreaking ceremony will commence first quarter 2024 and we fully expect to complete the branch build first quarter 2025.

I have included our project plans and supporting documentation to provide a visualization of our branch footprint. If further information is needed, please contact me at 281-856-5396 or email Arthur.gordon@fccu.org. I will make sure to respond to your request as soon as possible. We look forward to working with TEDC to develop our new location to benefit the Tomball residence and business community.

Sincerely,

A handwritten signature in blue ink that reads "Arthur Gordon". The signature is fluid and cursive, with the first name "Arthur" and last name "Gordon" clearly distinguishable.

Arthur Gordon
Executive Vice President

Think First.

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **First Community Credit Union** (the “Company”), 28850 Tomball Parkway., Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a 1.003-acre tract of land within the City, located at 26902 TX-249, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Six Million Four Hundred Thousand Dollars (\$6,400,000) to construct an 4,074 square foot banking and financial services office building (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to create four (4) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), or an amount equal to up to Seven percent (7%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property an 4,074 square-foot banking and financial services office building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements

contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further covenants and agrees that the Improvements described in Paragraph 1 hereof will be occupied and that the indoor sports facility will be maintained on the property for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), or an amount equal to up to Seven percent (7%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with

interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: First Community Credit Union
28850 Tomball Parkway
Tomball, TX 77375
Attn: Arthur Gordon
Executive Vice President, First Community Credit Union

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the "Effective Date").

First Community Credit Union

By: _____
Name: Arthur Gordon
Title: Executive Vice President

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: Bill Sumner

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2024, by Arthur Gordon, Executive Vice President, First Community Credit Union for and on
behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

RES A BLK 1
26902 SH 249, TOMBALL, TX 77375

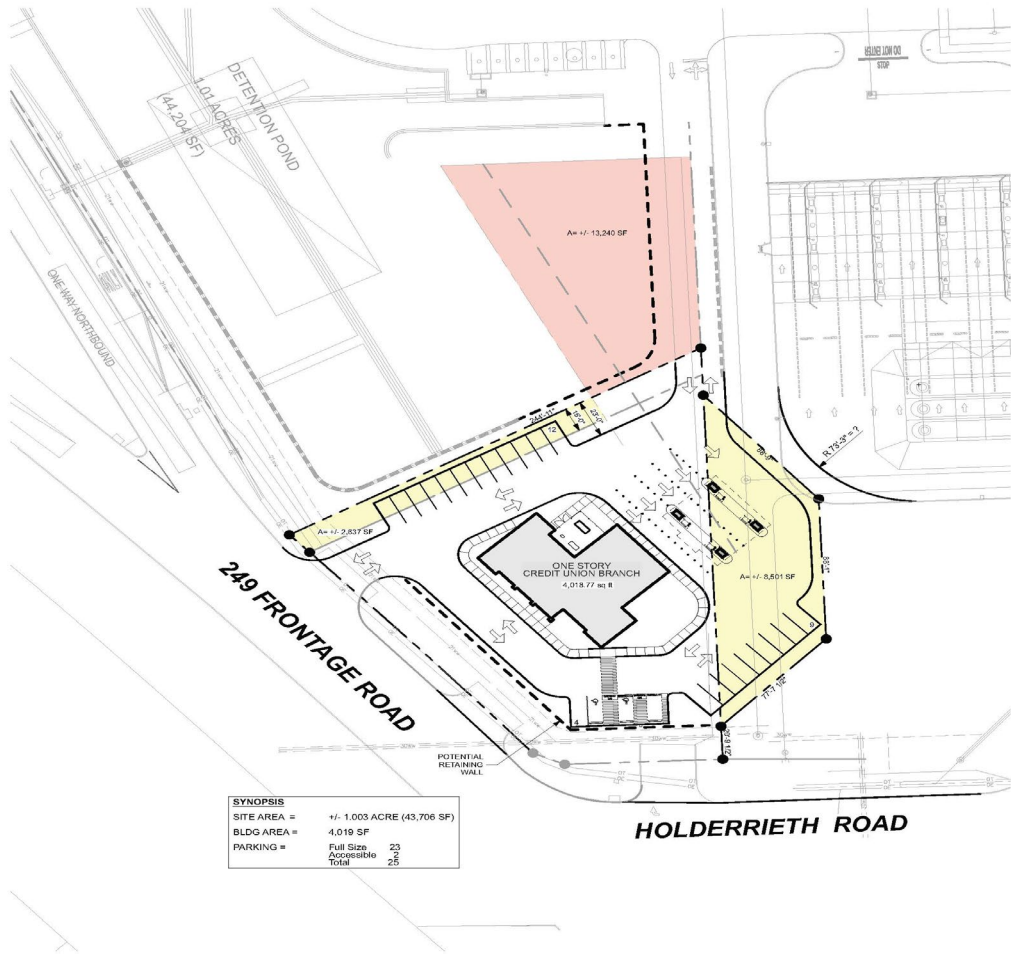


Exhibit B

Description of Improvements

Construction of an 4,074 square foot banking and financial services office building.



Exhibit C

Description of Infrastructure Improvements

| Targeted Infrastructure | Cost |
|--------------------------------|----------------------|
| Site Preparations | \$ 55,000.00 |
| New Public ROW | \$ 153,757.88 |
| Storm Drainage | \$ 187,949.46 |
| Sanitary Sewer | \$ 164,569.06 |
| Water | \$ 71,341.81 |
| Telecommunications/Internet | \$ 28,750.00 |
| Electric | \$ 124,498.10 |
| Gas | \$ 45,100.00 |
| Total | \$ 830,966.31 |

RESOLUTION NO. 2023-54-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 FIRST COMMUNITY CREDIT UNION TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), found by the Board to be required or suitable to promote a new business development by First Community Credit Union; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Sixty-Four Thousand Seven Hundred and Twenty-One Dollars (\$64,721.00), to First Community Credit Union, in accordance with an economic development agreement by and between the TEDC and First Community Credit Union, to promote and develop a new or expanded business enterprises, to be located at 26902 TX-249, Tomball, Texas 77375

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged

invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this ____ day of _____,
202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of
_____, 202__.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: December 4, 2023

Topic:

Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with IC Star Solar (USA), LLC to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 19200 Hamish Rd, Tomball, Texas 77377. The estimated amount of expenditures for such Project is and amount not to exceed \$522,000.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a “Project.” At its meeting on November 14, 2023, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with IC Star Solar (USA), LLC for the creation or retention of primary jobs associated with the development of its corporate headquarters to be located at 19200 Hamish Rd, Tomball, Texas 77377. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Staff recommends approval of the proposed Performance Agreement with IC Star Solar (USA), LLC.

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

FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: # Project Grants

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

| | | | |
|-------------------|-------|-------------------------|-------|
| Signed | | Approved by | |
| _____ | _____ | _____ | _____ |
| Staff Member-TEDC | Date | Executive Director-TEDC | Date |



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 4, 2023

SUBJECT: IC Star Solar (USA), LLC

ITEM TYPE: Action

Imperial Star Solar (Cambodia) Co., Ltd. is a manufacturer of PV power generation products of solar cells and modules. They provide high quality products and services for the USA, Japan, India, Mexico, Brazil and other countries. They were established in Cambodia in February 2020.

Per the attached request letter, Isabella Xu, Global CEO, the company proposes to open its US corporate headquarters, IC Star Solar (USA), LLC. The proposed facility is a 380,000 square foot office/warehouse facility located at 19200 Hamish Rd, Tomball, TX, Lovett Industrial. The company plans to utilize 250,000 square foot of the space as the production line and the remaining space will be office/warehouse.

The company anticipates hiring 348 new jobs over the next 3 years. The estimated capital investment of this project is over \$29.8 million.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. The proposed incentive is \$522,000, based upon \$1,500.00 per job created. of the five-year net benefit.



Isabella Xu

D: 626.876.2005

Isa.xu@fullstar.hk

November 9, 2023

Tiffani Wooten
Assistant Director
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Re: Project Imperial Star Solar

Dear Tiffani,

On behalf of Imperial Star Solar (Cambodia) Co., Ltd., we respectfully request the support of the Tomball Economic Development Corporation and Tomball City Council for the Company's new solar panel manufacturing facility. This support is needed as part of our final decision to locate in the city.

Imperial Star are committed to providing continuous improvement of optimized design, construction technology, and technological innovation. With rich application technology advantages, we provide different users with high quality and more reliable in various complex energy system solution. The Company is in the process of expanding its capacity to the US to better serve our US clients, such as Repsol, Baywa CertainTeed, Heliene and Origis. The Company's site selection process has prioritized the City of Tomball as an ideal location for its new 1.6GW of solar panel production line and its employees. We are in the final stages of negotiating a lease for 380,000 square feet, which will provide substantial opportunities for growth in future years. The property is located at 19200 Hamish Rd, Tomball, TX 77377, Lovett Industrial. The Company plans to utilize 250,000 square feet of the space as the production line and the rest part will be warehouse and offices.

The Company plans to invest \$44.8 Million to accomplish this project over the next couple of years with \$22 Million dedicated to equipment, \$15 Million for the building and \$7.8 Million for building improvement. Construction and outfitting are anticipated to commence in December 2023, targeting the launch of operations in September, 2024. The Company plans to initially employ 167 full time equivalent jobs with an average annual payroll of \$10 Million. The second year will add 85 jobs to our portfolio after CenterPoint approved and finished the power upgrade to 7,000 kva.



The Company is very excited about this opportunity with the City of Tomball and looks forward to a very meaningful partnership with the City for many years to come. As the Company finalizes its decision, the Company is very grateful for the support and encouragement of the EDC and Council.

Thank you for your consideration of this request.

Sincerely,

IMPERIAL STAR SOLAR (CAMBODIA) CO., LTD.

Isabella Xu

Global CEO



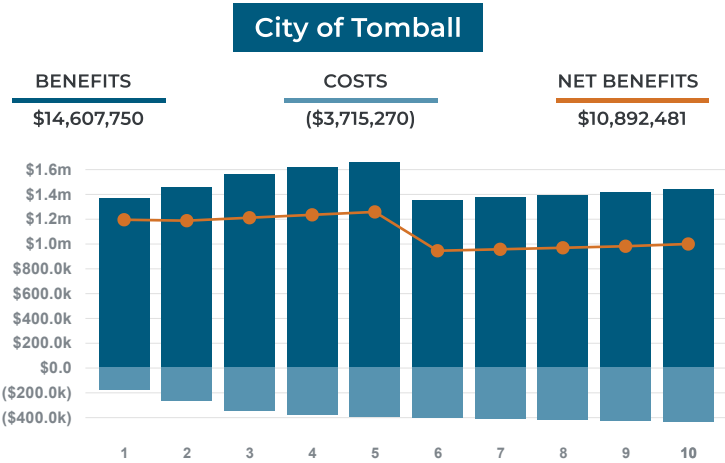
IMPACT REPORT

IMPERIAL STAR SOLAR

Scenario 2 with Client Data

Recruitment

Manufacturing



JOBS



641.5 Total

348.0 Direct

293.5 Spin-off

SALARIES



\$50,033 Avg

\$60,000 Direct

\$38,215 Spin-off

CAPITAL INVEST.



\$29.8M

Buildings + FF&E

RESIDENTIAL DEV.



2.6 Homes

17.3 Relocations

NET BENEFITS

\$10,892,481

Present Value

\$8,514,964

BENEFITS

| | |
|-----------------------------------|-------------|
| Sales Taxes | \$9,899,112 |
| Real Property Taxes | \$211,670 |
| FF&E Property Taxes | \$346,996 |
| Inventory Property Taxes | \$448,455 |
| New Residential Property Taxes | \$17,490 |
| Hotel Occupancy Taxes | \$19,162 |
| Building Permits and Fees | \$0 |
| Utility Revenue | \$2,317,966 |
| Utility Franchise Fees | \$133,068 |
| Miscellaneous Taxes and User Fees | \$1,213,832 |

Benefits Subtotal

\$14,607,750

COSTS

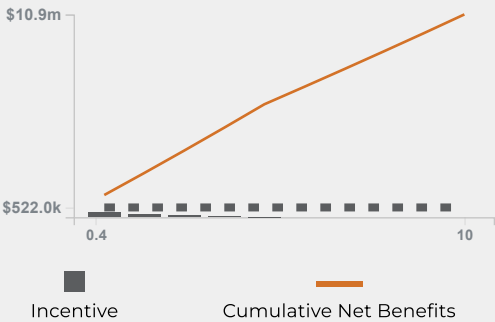
| | |
|-----------------------------|---------------|
| Cost of Government Services | (\$1,162,559) |
| Cost of Utility Services | (\$2,552,710) |

Costs Subtotal

(\$3,715,270)

INCENTIVE ANALYSIS

| | |
|-----------------|----------------|
| \$522,000 | \$1,500 |
| Total Incentive | Per Job |
| 208.7% | 0.4 Yrs |
| Rate of Return | Payback Period |



NET BENEFITS OVER 10 YEARS

| | |
|-----------------|--------------|
| CITY | \$10,892,481 |
| COUNTY | \$1,026,091 |
| SCHOOL DISTRICT | \$1,328,986 |
| OTHER | \$1,615,239 |



TOMBALL ECONOMIC DEVELOPMENT CORPORATION ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and IC Star Solar (USA), LLC (the “Company”), for a proposed development to be located at 19200 Hamish Road Tomball, Texas 77377 (the “Site”) (with the TEDC and the Company each being a “Party” and together the “Parties”), and is made effective by the Parties by the execution of this Agreement below by each Party’s authorized representative (the “Effective Date”).

RECITALS

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball, Texas (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company is based in Cambodia and desires to establish a United States presence at the Site in the City; and

WHEREAS, the Company proposes to expend at least thirty million dollars (\$30,000,000) to improve the Site to support its United States presence (the “Improvements”), and to maintain the value of the Improvements on the Site as provided herein; and

WHEREAS, the Company proposes to create at least three hundred forty-eight (348) new employment positions at the Site (the “Jobs”), and to maintain the Jobs on the Site as provided herein, in conjunction with the development at the Site; and

WHEREAS, in consideration of the Company’s creation and maintenance of the Improvements and Jobs, the TEDC desires to provide a direct incentive to the Company of an amount not to exceed five hundred twenty-two thousand dollars (\$522,000) (the “Incentive”), as more specifically described below, for the Company’s performance of creating and maintaining the Improvements and the Jobs at the Site; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises as contemplated in Texas Local Government Code 505.158; and

WHEREAS, the Company has agreed, in exchange and as consideration for the Incentive, to satisfy and comply with the terms and conditions provided in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the Parties agree as follows:

AGREEMENT

1. The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the Site for a term of at least five (5) years after the Effective Date (the “Term”), and will for the Term, create and maintain the Jobs on the Site at the prevailing wage. In conjunction with the development of the Site, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Improvements to the TEDC prior to construction.

2. The Company also covenants and agrees that construction of the Improvements must commence within one hundred eighty (180) days from the Effective Date. The construction of the Improvements to the Site shall be completed, and all necessary occupancy permits from the City shall be obtained within five (5) years after the Effective Date. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3. The Company 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.

4. In consideration of the Company’s representations, promises, and covenants regarding the Improvements and the Jobs, all of which is more specifically described in the attached “Exhibit A”, the TEDC agrees to grant to the Company the Incentives to be paid as follows:

a. By December 31, 2024, the Company shall provide certification to the TEDC that it has created one hundred sixty-seven (167) jobs at the Site (the “Year One Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year One Jobs, which shall be two hundred fifty thousand five hundred dollars (\$250,500) (the “Year One Grant”). The TEDC shall provide the Year One Grant within sixty (60) days of the Company’s proof of the Year One Jobs.

b. By December 31, 2025, the Company shall provide certification to the TEDC that it has created an additional one hundred five (105) jobs at the Site over and above the Year One Jobs (the “Year Two Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year Two Jobs, which shall be one hundred fifty-seven thousand five hundred dollars (\$157,500) (the “Year Two Grant”). The TEDC shall provide the Year Two Grant within sixty (60) days of the Company’s proof of the Year Two Jobs.

c. By December 31, 2026, the Company shall provide certification to the TEDC that it has created an additional seventy-six (76) jobs at the Site over and above the Year Two Jobs (the “Year Three Jobs”). The TEDC will provide to the Company one thousand five hundred dollars (\$1,500) for each of the Year Three Jobs, which shall be one hundred fourteen thousand dollars (\$114,000) (the “Year Three Grant”). The TEDC shall provide the Year Three Grant within sixty (60) days of the Company’s proof of the Year Three Jobs.

5. The TEDC agrees to distribute the payments of the Year One, Two, and Three Grants to the Company within sixty (60) days of receipt of a letter from the Company certifying the creation of each year's Jobs and the investment on the Site of the value of the Improvements (the "Certification Letter"). The Certification Letter shall include: (a) proof that the Company has added the number of employees indicated above to its business operations on the Site, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (b) certification of the actual costs of constructing the Improvements; (c) a copy of the City's occupancy permit for the Improvements; (d) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (e) verification that the Improvements have been constructed in accordance with the approved plans and specifications; (f) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and, (g) proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors. Each year thereafter throughout the Term.

6. It is understood and agreed by the Parties that, if the Company fails to provide proof to the TEDC through the Certification Letter or any other means, that by the end of the Term, that the Company has not caused the appropriate number of Jobs or value of the Improvements to be maintained at the Site (i.e. that three hundred forty-eight (348) jobs have been created at the Site, and that thirty million dollars (\$3,000,000) have been invested in the Site), then the Company will be in default of this Agreement. In the event of a default by the Company of any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the Parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the violation. The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default. It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either: a) the termination of this Agreement; or, b) a suit for specific performance. Nothing in this Agreement prohibits the TEDC from working with the Company to find an alternate remedy to a default by the Company, including, but not limited to, the Company remitting to the TEDC one thousand five hundred dollars (\$1,500) for every job that is not created and maintained as required by Section 4.

7. This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries and shall

remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Site.

8. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:
Tomball Economic Development Corporation
Attn: President, Board of Directors
401 W. Market Street
Tomball, Texas 77375

If to Company:
IC Star Solar (USA) LLC
Attn: Isabella Xu
19200 Hamish Road
Tomball, Texas 77377

10. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

11. The failure of any Party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any Party without first obtaining written consent of the other Party.

13. In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

14. Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE TO THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED IN THIS AGREEMENT, AND BY THE EXECUTION OF THIS AGREEMENT BELOW THROUGH THE SIGNATURES OF EACH PARTY’S AUTHORIZED REPRESENTATIVE, EACH PARTY BINDS ITSELF TO THE TERMS OF THIS AGREEMENT.

SIGNATURES

FOR: COMPANY

FOR: TEDC

Name [Signature]

Name [Signature]

Name [Printed]

Name [Printed]

Date

Date

DRAFT

EXHIBIT A: PROJECT DESCRIPTION

DRAFT

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 4, 2023

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a Matter that the Attorney's Duty Requires to be Discussed in Closed Session
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager