

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



**Monday, June 21, 2021
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, June 21, 2021 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.

IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020, THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, WILL CONDUCT THE MEETING SCHEDULED FOR JUNE 21, 2021, 6:00 PM, AT 401 MARKET STREET, TOMBALL, TEXAS, 77375. IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS (ALSO CALLED "SOCIAL DISTANCING") TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19), THERE WILL BE LIMITED PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE. THIS MEETING AGENDA AND THE AGENDA PACKET ARE POSTED ONLINE AT:

[HTTPS://TOMBALLTX.GOV/ARCHIVE.ASPX?AMID=38](https://tomballtx.gov/archive.aspx?amid=38); A RECORDING OF THE MEETING WILL BE MADE AND WILL BE AVAILABLE TO THE PUBLIC IN ACCORDANCE WITH THE OPEN MEETINGS ACT UPON WRITTEN REQUEST.

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: 897 4187 8921, Passcode: 653081**. 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 Bill Rasco – Spring Creek Church of Christ
- 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. Presentations
1. Proclamation – June 21, 2021 is ***“HCA Houston Healthcare Tomball CEO Robert Marmmerstein and Team: Winter Storm Uri Heroes” Day***
- F. Reports and Announcements
1. Announcements
- I. **Tomball City Pool – 2021 Swim Season - Jerry Matheson Park Pool** will be operate with normal hours through August 15. The pool will be open on Saturday and Sunday only on the weekends of August 21-22, August 28-29, and September 4-5. The pool will be closed every Monday during swim season 2021, except July 4th and Labor Day (September 6). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- II. **TOMBALL KID'S CLUB – Activities: Tuesdays and Thursdays, June 15 through July 22, 2021** from 10:30 a.m. to 12:30 p.m., at **Juergen's Park, 1331 Ulrich Road, Tomball, Texas 77375**. Phone number: 281-351-5484; Website: www.tomballtx.gov. Tomball Kids Club began a decade ago as a free offering for local school-aged children. Games & educational activities are offered, each day offers something new. We provide a free meal to all children in attendance, and parents MUST stay with their children. ***Tomball Kid's Club*** is not a drop-off camp.
- III. July 4, 2021 – **July Fourth Celebration & Street Fest** – 6:00 p.m.-10:00 p.m. at Four Corners (Business SH 249 at FM 2920)
- IV. July 10, 2021 – **2nd Saturday at the Depot**
- V. August 6, 2021 – **49th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo**
2. Reports by City staff and members of council about items of community interest on which no action will be taken:

G. Approval of Minutes

1. Approve the Minutes of the June 7, 2021 Special Tomball City Council and Tomball Economic Development Corporation Meeting and the Minutes of the June 7, 2021 Regular Tomball City Council Meeting

H. Old Business: Tabled Items (*Remove from Table*)

1. Adopt on First Reading, Ordinance No. 2021-05, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Nine (*Tomball Heights, aka Sydney's Park*)
2. Adopt on First Reading, Ordinance No. 2021-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Nine (Tomball Heights Subdivision); and Making Certain Findings Related Thereto (*Sydney's Park*)
3. Approve Resolution No. 2021-18, a Resolution of the City Council of the City of Tomball, Texas, Accepting for Filing a Landowner Petition Requesting the Dissolution of a Public Improvement District; Calling a Public Hearing to Consider the Dissolution of a Public Improvement District; Authorizing and Directing That Notices of the Public Hearing be given as required by Law; and Providing for an Immediate Effective Date

I. 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. Ratify Approval of Payment Option to GEXA Energy for Increased Ancillary Charges Rate due to the Winter Storm
2. Adopt, on Second Reading, Ordinance 2021-19, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas, Section 44-164, Parking Restricted on Certain Streets, of Division 2, Prohibited. Restricted on Certain Streets, of Article V, Stopping, Standing and Parking, of Chapter 44, Traffic and Vehicles, Establishing a "No Parking, Stopping or Standing" Zone on the North Side of FM 2920 beginning approximately 150 Feet East of Tomball Cemetery Road, Extending East approximately 885 Feet to approximately 1,560 Feet West of Park Road; Providing a Penalty in an Amount Not to Exceed \$200 for Each

Violation Hereof; and Providing for Severability; and Making Findings Related Thereto.

3. Adopt, on Second Reading, Ordinance No. 2021-20, an Ordinance of the City of Tomball, Texas Amending Its Code of Ordinances by Amending Section 32-45, Fingerprints, Photographs, of Article II, Permits, of Chapter 32, Peddlers and Solicitors, to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters
4. Adopt, on Second Reading, Ordinance No. 2021-21, an Ordinance of the City of Tomball, Texas, Amending Its Code of Ordinances by Amending Chapter 48, Vehicles For Hire, to Delete Article II, Taxicabs, in Its Entirety; Amending Section 48-177 Tow Truck Company Application, Renewal, of Division 2, Tow Truck Company License, of Article II Tow Trucks and Tows, to Remove the Requirement of a Tow Truck Company to Provide a Background Check on Its Drivers; Amending Section 48-192, Application, of Division 3 Tow Truck Driver's Permit; of Article III, Tow Trucks and Tows; to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters.
5. Adopt, on Second Reading, Ordinance No. 2021-22, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Section 10-445, General Standards, and Section 10-446, Specific Standards, of Division 3, Provisions for Flood Hazard Reduction, of Article VIII, Flood Damage Prevention of Chapter 10, Buildings and Building Regulations; 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.

J. New Business

1. Appoint/Reappoint Members to the Tomball Economic Development Corporation Board of Directors for Terms Expired as of May 31, 2021
2. Consideration to approve Zoning Case P21-257: Request by HistoryMaker Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 19.33 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development

(PD-17) District. The property is generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-257
- Adopt, on First Reading, Ordinance No. 2021-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 19.65 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development (PD-17) District, said property being generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Review City Strategic Plan FY 2020 – FY2022
4. Approve Contract for Dispatch System with Northwest Communications, Inc, in the amount of \$172,359.69 and authorize the Interim City Manager to execute the necessary documents.
5. Approve a contract with B&C Constructors for the replacement of the HVAC system at the Community Center for Room A in the amount of \$75,192.48, to be completed through a 1GPA contract,
6. Award Purchase of One (1) Rubber Tire Front Loader in the Amount of \$149,950.00 to Waukesha-Pearce Industries, LLC, through a State Buyboard Cooperative Purchasing Contract
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 which the Attorney’s duty requires to be discussed in closed session
 - 551. 074 – Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

K. 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 17th day of June 2021 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer, City Secretary, TRMC, MMC

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) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

- Proclamation – June 21, 2021 is *“HCA Houston Healthcare Tomball CEO Robert Marmmerstein and Team: Winter Storm Uri Heroes” Day*

Background:

Origination: Mayor

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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: # _____

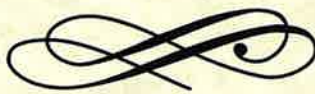
If no, funds will be transferred from account # _____ To account # _____

Signed	<u>Doris Speer</u>	<u>6-10-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Office of the Mayor
Tomball, Texas



Proclamation



- WHEREAS,** the February 13-17, 2021 North American winter storm known as *Winter Storm Uri* devastated Texas and the Tomball community, resulting in blackouts for over 9.9 million people in the United States and Mexico – most notably the now infamous **2021 Texas Power Crisis**; and
- WHEREAS,** damages from the blackouts caused by *Winter Storm Uri* are estimated to be at least \$195 billion, making it the costliest natural disaster in the recorded history of Texas and the United States as a whole; and
- WHEREAS,** with 350 employees onsite caring for 170 patients in-house, despite 84 hours without water, 8 compromised HVAC units, 47 displaced inpatient beds, and at least 14 flooding events/plumbing failures, **HCA Houston Healthcare Tomball** stepped up to serve the greater Tomball area; and
- WHEREAS,** with over \$4 million in estimated damage and remediation to its facilities, **HCA Houston Healthcare Tomball** brought in 40+water tanker truck deliveries (225,600 gallons) and 6,000 lbs. of ice, provided 72 hours of fire watch, provided more than 6,000 free meals for employees and first responders, and made 15+ emergent transfers, with **zero harm** to any patient, employee or guest; and
- WHEREAS,** although *Winter Storm Uri* was truly devastating, companies, organizations and individuals like **HCA Houston Healthcare Tomball** brought Texas-sized hope and encouragement to the greater Tomball community;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the City Council, do hereby proclaim Monday, June 21, 2021 as:

***“HCA Houston Healthcare Tomball
CEO Robert Marmmerstein and Team: Winter Storm Uri Heroes”***



*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Attest: _____

Date: _____

June 1, 2021

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

Tomball City Pool – 2021 Swim Season - Jerry Matheson Park Pool will be operate with normal hours through August 15. The pool will be open on Saturday and Sunday only on the weekends of August 21-22, August 28-29, and September 4-5. The pool will be closed every Monday during swim season 2021, except July 4th and Labor Day (September 6). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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>Doris Speer</u>	<u>4-13-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date



Jerry Matheson Park Pool

1240 Ulrich RD Tomball Texas 77375

Pool Manager : Brian Vestal

Public Hours

Monday	Closed
Tuesday	10am -6pm
Wednesday	10am -6pm
Thursday	10am -6pm
Friday	10am -6pm
Saturday	12pm - 8pm
Sunday	12pm -8pm

Notes:

The pool will be open to the public on Memorial Day Weekend.

The pool will be open to the public on Memorial Day.

The Pool will be open to the public on weekends until Labor Day.



Jerry Matheson Park Pool

1240 Ulrich RD Tomball Texas 77375

Pool Manager : Brian Vestal

Public Hours

PRESEASON HOURS 2021

May 29th (Saturday) Noon - 8pm

May 30th (Sunday) Noon – 8pm

May 31st (Monday) 10am – 6pm

REGULAR SEASON HOURS 2021

June 1st (Tuesday) 10am – 6PM Start Date

August 15th (Sunday) Noon – 8pm End Date

END OF SEASON HOURS 2021

August 21st (Saturday) Noon – 8pm

August 22nd (Sunday) Noon – 8pm

August 28th (Saturday) Noon – 8pm

August 29th (Sunday) Noon – 8pm

September 4th (Saturday) Noon – 8pm

September 5th (Sunday) Noon – 8pm

September 6th (Monday) 10am – 6pm

Notes:

The pool will be open to the public on Memorial Day Weekend.

The pool will be open to the public on Memorial Day.

The Pool will be open to the public on weekends until Labor Day.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

TOMBALL KID'S CLUB – Activities: **Tuesdays and Thursdays, June 15 through July 22, 2021** from 10:30 a.m. to 12:30 p.m., at **Juergen's Park, 1331 Ulrich Road, Tomball, Texas 77375**. Phone number: 281-351-5484; Website: www.tomballtx.gov. Tomball Kids Club began a decade ago as a free offering for local school-aged children. Games & educational activities are offered, each day offers something new. We provide a free meal to all children in attendance, and parents **MUST** stay with their children. **Tomball Kid's Club** is not a drop-off camp.

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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>Doris Speer</u>	<u>4-28-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

July 4, 2021 – **July Fourth Celebration & Street Fest** – 6:00 p.m.-10:00 p.m. at Four Corners (Business SH 249 at FM 2920)

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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>Doris Speer</u>	<u>5-12-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

July 10, 2021 – 2nd Saturday at the Depot

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	Doris Speer	5-12-2021	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

August 6, 2021 – **49th Annual Tomball Night, Parade of Lights, and Health & Wellness Expo**

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	Doris Speer	5-12-2021	Approved by		
	Staff Member	Date		City Manager	Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

Approve the Minutes of the June 7, 2021 Special Tomball City Council and Tomball Economic Development Corporation Meeting and the Minutes of the June 7, 2021 Regular Tomball City Council Meeting

Background:

Origination: City Secretary

Recommendation:

Approve

Party(ies) responsible for placing this item on agenda: Doris Speer, 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>Doris Speer</u>	<u>6-9-2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

**MINUTES OF SPECIAL JOINT MEETING OF THE TOMBALL CITY
COUNCIL AND TOMBALL ECONOMIC DEVELOPMENT
CORPORATION
CITY OF TOMBALL, TEXAS**



**Monday, June 7, 2021
4:30 PM**

The City Council of the City of Tomball, Texas, and the Tomball Economic Development Corporation conducted the meeting scheduled for June 7, 2021, 4:30 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

- A. Mayor/TEDC President Fagan called the special meeting of the Tomball City Council and the Tomball Economic Development Corporation to order at 4:34 p.m.

PRESENT:

Mayor/TEDC President Gretchen Fagan
Council 1 John Ford
Council 2 Mark Stoll
Council 3/TEDC Board Member Chad Degges
Council 4 Derek Townsend, Sr.
Council 5 Lori Klein Quinn
TEDC Board Member Sumner
TEDC Board Member Bruce

OTHERS PRESENT:

Interim City Manager – David Esquivel
Interim Assistant City Manager/Police Chief – Jeff Bert
City Secretary – Doris Speer
City Attorney – Loren Smith
Director of Community Development – Craig Myers
Assistant City Secretary – Tracy Garcia
CSO Administrative Assistant – Johnita Robinson
Executive Director-TEDC – Kelly Violette
Assistant Director-TEDC – Tiffani Wooten
Administrative Assistant-TEDC – Tori Gleason

- B. No public comments were received.

C. New Business

1. The Tomball City Council and the Tomball Economic Development Corporation entered into a Joint Workshop Session regarding Downtown Tomball Alley Enhancements

No action taken

2. Executive Session: The City Council and the Tomball Economic Development Corporation recessed at 4:54 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.087 of the Texas Government Code: Deliberation regarding Economic Development Negotiations

Upon reconvening in open session at 5:41 p.m., no action was taken.

- D. Motion made by Council 4 Townsend, Sr., Seconded by Council 5 Klein Quinn, to adjourn the meeting.

Motion carried unanimously.

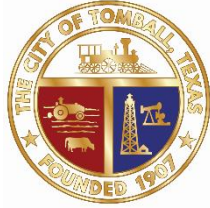
Meeting adjourned at 5:41 p.m.

PASSED AND APPROVED this the 21st day of June 2021.

Doris Speer
City Secretary, TRMC, MMC

Gretchen Fagan
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**Monday, June 7, 2021
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for June 7, 2021, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via video/telephone conference.

A. Mayor Fagan called the regular meeting of the Tomball City Council to order at 6:00 p.m.

PRESENT:

Mayor Gretchen Fagan
Council 1 John Ford
Council 2 Mark Stoll
Council 3 Chad Degges
Council 4 Derek Townsend, Sr.
Council 5 Lori Klein Quinn

OTHERS PRESENT:

Interim City Manager – David Esquivel
Interim Assistant City Manager/Police Chief – Jeff Bert
City Secretary – Doris Speer
City Attorney – Loren Smith
Marketing Director – Mike Baxter (video)
Finance Director – Glenn Windsor
Director of Public Works – Beth Jones
Interim Fire Chief – Taner Drake
HR Director – Lisa Coe
Director of Community Development – Craig Myers
Assistant City Secretary – Tracy Garcia
CSO Administrative Assistant – Johnita Robinson
Fire Marshal/Assistant Fire Chief – Joe Sykora
Community Center Manager – Rosalie Dillon
Accountant – Luisa Taylor
Police Officer-Investigations – James Harral
Executive Director-TEDC – Kelly Violette

B. Invocation - Led by Pastor James Clark – Tomball First Baptist Church

C. Pledges to U.S. and Texas Flags – Led by Joe Sykora

D. The following public comments were received:

- | | | |
|--|---|--|
| Sherrie Meicher, on behalf
Congressman Michael McCaul | - | Presented a Certificate to the Tomball Sister City Organization, honoring the 20 th Anniversary of the Tomball German Heritage Festival |
| Mohammed Iqbal
28106 Heidi Lane, 77375 | - | Expressed his frustrations with the Tomball Police Department regarding incidents at his place of business. |
| Bruce Hillegeist
GTACC, 29201 Quinn, 77375 | - | Expressed his appreciation of the City of Tomball for support of the Annual Tomball Night festivities. |

E. Presentations

1. Presentation by Tomball Regional Health Foundation is rescheduled to August 2, 2021

F. Reports and Announcements

1. Announcements

- I. **Tomball City Pool – 2021 Swim Season - Jerry Matheson Park Pool** will be operate with normal hours through August 15. The pool will be open on Saturday and Sunday only on the weekends of August 21-22, August 28-29, and September 4-5. The pool will be closed every Monday during swim season 2021, except Memorial Day (May 31), July 4th, and Labor Day (September 6). Normal pool hours are: Tuesday – Friday: 10 a.m.-6 p.m. and Saturday & Sunday: 12 p.m.-8 p.m.
- II. **TOMBALL KID'S CLUB – Activities: Tuesdays and Thursdays, June 15 through July 22, 2021** from 10:30 a.m. to 12:30 p.m., at **Juergen's Park, 1331 Ulrich Road, Tomball, Texas 77375**. Phone number: 281-351-5484; Website: www.tomballtx.gov. Tomball Kids Club got its start a decade ago as a free offering for local school-aged children. Games & educational activities are offered, each day offers something new. We provide a free meal to all children in attendance, and parents **MUST** stay with their children. **Tomball Kid's Club** is **not** a drop-off camp.

- III. June 19, 2021 – **Tomball Honky Tonk Chili Challenge Festival** – 11:00 a.m.-6:00 p.m. at the Depot
 - IV. July 4, 2021 – **July Fourth Celebration & Street Fest** – 6:00 p.m.-10:00 p.m. at Four Corners (Business SH 249 at FM 2920)
 - V. July 10, 2021 – **2nd Saturday at the Depot**
 - VI. August 6, 2021 – **Tomball Night**
2. Reports by City staff and members of council about items of community interest on which no action will be taken:
- I. Beth Jones presented a report on the success of the **2021 Tomball Annual Spring Clean-Up and Chipping Week and Tomball Consolidated Recycling Day.**
 - II. Luisa Taylor presented the Quarterly Investment Report for Period Ending March 31, 2021. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On March 31, 2021, the City had total cash and cash equivalents in the amount of \$56,773,259.
- G. Approval of Minutes
1. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve the Minutes of the May 17, 2021 Regular Tomball City Council Meeting
- Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn
- Motion carried unanimously.
- H. Old Business: Tabled Items (*Motion to Remove*) – *Items will be presented for consideration at the June 21, 2021 Council Meeting.*
1. Adopt on First Reading, Ordinance No. 2021-05, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Nine (*Tomball Heights, aka Sydney's Park*)

2. Adopt on First Reading, Ordinance No. 2021-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Nine (Tomball Heights Subdivision); and Making Certain Findings Related Thereto (*Sydney's Park*)
3. Approve Resolution No. 2021-18, a Resolution of the City Council of the City of Tomball, Texas, Accepting for Filing a Landowner Petition Requesting the Dissolution of a Public Improvement District; Calling a Public Hearing to Consider the Dissolution of a Public Improvement District; Authorizing and Directing That Notices of the Public Hearing be given as required by Law; and Providing for an Immediate Effective Date

I. New Business

1. Presentation was given by Historymaker Homes in regards to their proposed townhome project at 11922 Holderrieth Road.

No action necessary.
2. Presentation as given by ROC Homes in regards to a Public Improvement District for a Proposed Residential Subdivision along Winfrey Lane.

No action necessary.
3. Motion made by Council 1 Ford, Seconded by Council 3 Degges, to approve Resolution No. 2021-19, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 49th Annual Tomball Night and Parade, to be held in Tomball on Friday, August 6, 2021.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn; Council 4 Townsend, Sr. left chambers at 7:00 p.m., returned at 7:01 p.m.

Motion carried unanimously.
4. Kelly Violette presented the Tomball Economic Development Corporation (TEDC) 2020-2021 Annual Report.
5. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Degges, to approve the Tomball Economic Development Corporation (TEDC) 2021-2022 Strategic Work Plan.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

6. Motion made by Council 5 Klein Quinn, Seconded by Council 2 Stoll, to reappoint Barbara Tague and Dane Dunagin to their respective positions on the Planning & Zoning Commission, for Terms Expiring June 1, 2024.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

7. Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Degges, to approve transfer of right-of-way for City of Tomball Tracts 532 and 540 to TxDOT and authorize Interim City Manager to execute appropriate deeds.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

8. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford to read Ordinance No. 2021-19, as corrected, by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to Adopt, on First Reading, Ordinance No. 2021-19, an Ordinance amending the Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone on the north side of FM 2920 beginning approximately 150 feet east of Tomball Cemetery Road, extending East approximately 885 feet to approximately 1,560 feet west of Park Road; providing a penalty in the amount not to exceed \$200 for each violation hereof; and providing for severability; and making findings related thereto

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 5 Klein Quinn

Voting Nay: Council 4 Townsend, Sr.

Motion carried, 4 votes Aye, 1 vote Nay.

9. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to read Ordinance No. 2021-20 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to Adopt, on First Reading, Ordinance No. 2021-20, an Ordinance of the City of Tomball, Texas Amending Its Code of Ordinances by Amending Section 32-45, Fingerprints, Photographs, of Article II, Permits, of Chapter 32, Peddlers and Solicitors, to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

10. Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford, to read Ordinance No. 2021-21 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to Adopt, on First Reading, Ordinance No. 2021-21, an Ordinance of the City of Tomball, Texas, Amending Its Code of Ordinances by Amending Chapter 48, Vehicles For Hire, to Delete Article II, Taxicabs, in Its Entirety; Amending Section 48-177 Tow Truck Company Application, Renewal, of Division 2, Tow Truck Company License, of Article II Tow Trucks and Tows, to Remove the Requirement of a Tow Truck Company to Provide a Background Check on Its Drivers; Amending Section 48-192, Application, of Division 3 Tow Truck Driver's Permit; of Article III, Tow Trucks and Tows; to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the

Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

11. Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to approve Resolution No. 2021-20, a Resolution of the City Council of the City of Tomball, Texas amending the City of Tomball Minimum Standards for Stormwater Drainage Design.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

12. Motion made by Council 3 Degges, Seconded by Council 4 Townsend, Sr., to read Ordinance No. 2021-22 by caption only on First Reading.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll, to Adopt, on First Reading, Ordinance No. 2021-22, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Section 10-445, General Standards, and Section 10-446, Specific Standards, of Division 3, Provisions for Flood Hazard Reduction, of Article VIII, Flood Damage Prevention of Chapter 10, Buildings and Building Regulations; 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.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

13. Executive Session: The City Council recessed at 7:53 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
 - Sec. 551. 074 – Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Upon reconvening in open session, no action was taken.

- J. Motion made by Council 4 Townsend, Sr., Second by Council 5 Klein Quinn, to adjourn.

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Degges, Council 4 Townsend, Sr., Council 5 Klein Quinn

Motion carried unanimously.

PASSED AND APPROVED this the 21st day of June 2021.

Doris Speer
City Secretary, TRMC, MMC

Gretchen Fagan
Mayor

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 7, 2021

Topic:

Adopt on First Reading, Ordinance No. 2021-05, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Nine (*Tomball Heights, aka Sydney's Park*)

Background:

Public infrastructure improvements are complete for Section One of Tomball Heights Subdivision within Public Improvement District Number Nine created by the City in 2019. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 17,720.25	\$1,650.00	15 years	\$ 206.25	\$ 1,856.25

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$220,000. The annual assessment payment \$1,650.00 is the equivalent of a \$0.75 tax rate on a \$220,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration	15
Interest Rate	4.50%
Annual Payment Amount	\$1,650.00
Total Lifetime Payment	\$24,750.00
Total Principal	\$17,720.25
Total Interest	\$7,029.75

Payment	Principal	Interest Payment	Payments collected	Principal Balance
				\$17,720.25
1	\$852.59	\$797.41	\$1,650.00	\$16,867.66
2	\$890.96	\$759.04	\$1,650.00	\$15,976.71
3	\$931.05	\$718.95	\$1,650.00	\$15,045.66
4	\$972.95	\$677.05	\$1,650.00	\$14,072.71
5	\$1,016.73	\$633.27	\$1,650.00	\$13,055.98
6	\$1,062.48	\$587.52	\$1,650.00	\$11,993.50
7	\$1,110.29	\$539.71	\$1,650.00	\$10,883.21
8	\$1,160.26	\$489.74	\$1,650.00	\$9,722.96
9	\$1,212.47	\$437.53	\$1,650.00	\$8,510.49
10	\$1,267.03	\$382.97	\$1,650.00	\$7,243.46
11	\$1,324.04	\$325.96	\$1,650.00	\$5,919.42
12	\$1,383.63	\$266.37	\$1,650.00	\$4,535.79
13	\$1,445.89	\$204.11	\$1,650.00	\$3,089.90
14	\$1,510.95	\$139.05	\$1,650.00	\$1,578.95
15	\$1,578.95	\$71.05	\$1,650.00	\$0.00
TOTAL	\$17,720.25	\$7,029.75	\$24,750.00	

Origination: Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

N/A

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

Tracylynn Garcia, Asst 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 Doris Speer 5-21-2021 Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2021-05

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
APPROVING THE SERVICE AND ASSESSMENT PLAN FOR THE CITY
OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER NINE**

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, Ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein; and

WHEREAS, the City has received a petition (the “Petition”) requesting the creation of the City of Tomball Public Improvement District Number Nine (the “PID”), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. Resolution 2019-12 establishing the City of Tomball Public Improvement District Number Nine; and

WHEREAS, the City Council wishes to adopt the Service and Assessment Plan with respect to the PID; NOW **THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID, and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 3RD DAY OF MAY
2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

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 17TH DAY OF MAY
2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

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

1. Introduction

This Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (“the Act”), and pursuant to Resolution 2019-12 creating the Public Improvement District Number Nine (“PID”), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

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

3. Administration of the District

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

4. Public Improvements

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

A. Tomball Heights

Tomball Heights Subdivision contains 9.22 acres of land and will contain 41 lots within the PID. The public improvements authorized under this Plan for Tomball Heights and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	\$726,530
Financing Costs (15 years @ 4.5%)	\$288,220
Total Improvements	\$1,014,752
Administration (5%)	\$126,844
Total Costs (15 years)	\$1,141,594

5. Construction of Public Improvements

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

6. Conveyance of Improvements to the City

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

7. Authorized Improvements

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

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

8. Advance Financing by the Developer

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

9. Apportionment of Costs

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

10. Levy of Assessments

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

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

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 17,250.25	\$1,650.00	15 years	\$ 206.25	\$ 1,856.25

11. Levy and Collection

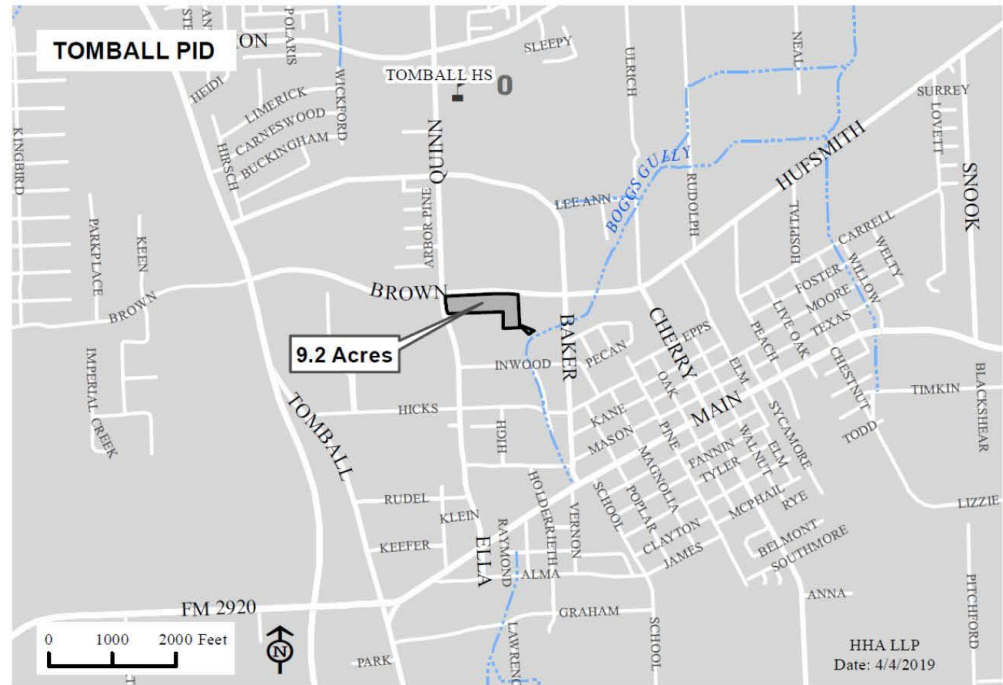
Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

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

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

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

EXHIBIT A



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 7, 2021

Topic:

Adopt on First Reading, Ordinance No. 2021-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Nine (Tomball Heights Subdivision); and Making Certain Findings Related Thereto (*Sydney's Park*)

Background:

Public infrastructure improvements are complete for Section One of Tomball Heights Subdivision within Public Improvement District Number Nine created by the City in 2019. Per Chapter 372 of the Local Government Code, a service and assessment plan and an assessment roll for Section One must be approved by City Council that will levy the assessment on each of the lots in Section One. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a pro-rata portion of the public improvement costs. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot. The total, one-time assessment per lot is specified in the plan as well as the annual installment (financed assessment rate at 4.5% annual interest) as follows:

Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
\$ 17,720.25	\$1,650.00	15 years	\$ 206.25	\$ 1,856.25

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for the public infrastructure costs of the development plus interest while staying around the equivalent of a \$0.75 tax rate. For illustration, the attached amortization schedule details the amortization for each lot in Section One. It is estimated that the average price of the homes to be constructed will be \$220,000. The annual assessment payment \$1,650.00 is the equivalent of a \$0.75 tax rate on a \$220,000 home.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders, and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Amortization Schedule

PID TERMS AND AMORTIZATION

Duration	15
Interest Rate	4.50%
Annual Payment Amount	\$1,650.00
Total Lifetime Payment	\$24,750.00
Total Principal	\$17,720.25
Total Interest	\$7,029.75

Payment	Principal	Interest Payment	Payments collected	Principal Balance
				\$17,720.25
1	\$852.59	\$797.41	\$1,650.00	\$16,867.66
2	\$890.96	\$759.04	\$1,650.00	\$15,976.71
3	\$931.05	\$718.95	\$1,650.00	\$15,045.66
4	\$972.95	\$677.05	\$1,650.00	\$14,072.71
5	\$1,016.73	\$633.27	\$1,650.00	\$13,055.98
6	\$1,062.48	\$587.52	\$1,650.00	\$11,993.50
7	\$1,110.29	\$539.71	\$1,650.00	\$10,883.21
8	\$1,160.26	\$489.74	\$1,650.00	\$9,722.96
9	\$1,212.47	\$437.53	\$1,650.00	\$8,510.49
10	\$1,267.03	\$382.97	\$1,650.00	\$7,243.46
11	\$1,324.04	\$325.96	\$1,650.00	\$5,919.42
12	\$1,383.63	\$266.37	\$1,650.00	\$4,535.79
13	\$1,445.89	\$204.11	\$1,650.00	\$3,089.90
14	\$1,510.95	\$139.05	\$1,650.00	\$1,578.95
15	\$1,578.95	\$71.05	\$1,650.00	\$0.00
TOTAL	\$17,720.25	\$7,029.75	\$24,750.00	

Origination: Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

N/A

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

Tracylynn Garcia, Asst 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 Doris Speer 5-21-2021
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO.2021-06

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST SECTION ONE PROPERTIES
WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT
NUMBER NINE (TOMBALL HEIGHTS SUBDIVISION); AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, Ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Nine (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 3RD DAY OF MAY 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

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 17TH DAY OF MAY 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A"

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

01.21.21

Lot	Block	Owner	Total Assessment	Assessment With Interest	Assessment Term	Annual Payment	Annual Admin	Total Annual Payment
1	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
2	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
3	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
4	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
5	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
6	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
7	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
8	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
9	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
10	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
11	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
12	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
13	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
14	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
15	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
16	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
17	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
18	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
19	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
20	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
21	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
22	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
23	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
24	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
25	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
26	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
27	1	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
1	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
2	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
3	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
4	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
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13	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25
14	2	318 Sydney Park, LLC	\$ 17,720.25	\$ 24,750.05	15 Years	\$ 1,650.00	\$ 206.25	\$ 1,856.25

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 7, 2021

Topic:

Approve Resolution No. 2021-18, a Resolution of the City Council of the City of Tomball, Texas, Accepting for Filing a Landowner Petition Requesting the Dissolution of a Public Improvement District; Calling a Public Hearing to Consider the Dissolution of a Public Improvement District; Authorizing and Directing That Notices of the Public Hearing be given as required by Law; and Providing for an Immediate Effective Date

Background:

Origination: Miklos Cinclair, representing John Jordan

Recommendation:

N/A

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

Doris Speer, 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 Doris Speer 5-21-2021
Staff Member Date

Approved by _____
City Manager Date

CITY OF TOMBALL, TEXAS
RESOLUTION NO. 2021-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION REQUESTING THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT; CALLING A PUBLIC HEARING TO CONSIDER THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING AND DIRECTING THAT NOTICES OF THE PUBLIC HEARING BE GIVEN AS REQUIRED BY LAW; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, Chapter 372, Texas Local Government Code, as amended (the "*Act*"), authorizes the City of Tomball, Texas (the "*City*") to create and dissolve public improvement districts within the corporate limits of the City; and

WHEREAS, the City has previously taken action to create "Public Improvement District Number Nine" (the "*District*") in accordance with the Act; and

WHEREAS, a landowner petition, a copy of which is attached as ***Exhibit A*** (the "*Petition*"), was filed with the City Secretary requesting the dissolution of the District in accordance with the Act; and

WHEREAS, the City Council has determined that it is in the best interest of the City to accept the Petition and to call a public hearing (the "*Public Hearing*") at which the City Council will consider the adequacy of the Petition and hear public testimony regarding the dissolution of the District.

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

Section 1. The recitals set forth in this Resolution are true and correct and are incorporated as part of this Resolution.

Section 2. City staff has reviewed the Petition and determined that it complies with the requirements of the Act and the filing of the Petition is accepted.

Section 3. The City Council calls the Public Hearing to consider the adequacy of the Petition and to hear public testimony on the feasibility and advisability of dissolving the District to be held beginning at or after 6:00 P.M. on Monday, June 7, 2021 in the regular meeting place of the City Council in the Council Chamber in the City Hall located at 401 Market Street, Tomball, Texas 77375. Attached hereto as ***Exhibit B*** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the dissolution of the District.

Section 4. The Public Hearing may be continued from time to time.

Section 5. The City Secretary is hereby authorized and directed to give all notices of the Public Hearing as required by law, including notices required by the Texas Open Meetings Act and by the Act.

Section 6. This Resolution shall become effective immediately from and after it is passed and approved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS, THIS 17TH DAY OF MAY, 2021.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit A

[Landowner Dissolution Petition]

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of $11^{\circ}19'54''$, an arc length of 227.44 feet and a chord bearing and distance of $N\ 07^{\circ}52'32''\ W$, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, $S\ 12^{\circ}03'\ E$, 2.4 feet;

THENCE, North $02^{\circ}12'35''$ West, continuing along the East right-of-way line of Quinn Road, a distance of 54.40 feet to a 5/8 inch iron rod with cap found for the Westerly most Northwesterly corner of the herein described tract;

THENCE, North $42^{\circ}41'46''$ East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwesterly corner of the herein described tract;

THENCE, North $87^{\circ}49'00''$ East, along the South right-of-way line of Brown Hufsmith Road, a distance of 767.00 feet to a 5/8 inch iron rod with cap found for the Point of Curvature of a curve to the Right;

THENCE, Easterly, continuing along the South right-of-way line of Brown Hufsmith Road, with said curve to the Right, having a radius of 1590.42 feet, a central angle of $07^{\circ}44'22''$, an arc length of 214.83 feet and a chord bearing and distance of $S\ 88^{\circ}15'43''\ E$, 214.67 feet to a 5/8 inch iron rod found for the Point of Tangency;

THENCE, South $84^{\circ}23'32''$ East, continuing along the South right-of-way line of Brown Hufsmith Road, a distance of 161.36 feet to a 5/8 inch iron rod with cap found for the Northwest corner of Unrestricted Reserve "A", Block 1 of Brown-Hufsmith Church Subd., as recorded in Film Code No. 681555 H.C.M.R. and the Northeast corner of the herein described tract;

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

1) South $02^{\circ}26'52''$ East, 494.20 feet to a 5/8 inch iron rod with cap found for corner;

2) North $88^{\circ}49'52''$ East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;

3) South $69^{\circ}30'55''$ East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of $19^{\circ}50'30''$, an arc length of 110.82 feet and a chord bearing and distance of $S\ 57^{\circ}15'44''\ W$, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

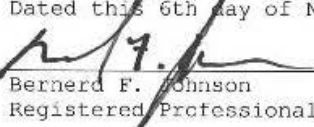
1) North $42^{\circ}37'24''$ West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;

2) South $88^{\circ}49'52''$ West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North $01^{\circ}10'08''$ West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, $S\ 54^{\circ}40'\ W$, 0.70 feet;

THENCE, South $88^{\circ}49'52''$ West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernard F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



Exhibit B

NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

MONDAY, JUNE 7, 2021



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO ACCEPT PUBLIC COMMENTS AND DISCUSS THE PETITION (THE "PETITION"), FILED BY 318 SYDNEY PARK, LLC (THE "PETITIONER"), REQUESTING THAT THE CITY DISSOLVE PUBLIC IMPROVEMENT DISTRICT NUMBER NINE (THE "DISTRICT") WHICH CONTAINS LAND OWNED ONLY BY THE PETITIONER AND LOCATED ENTIRELY WITHIN THE CORPORATE LIMITS OF THE CITY.

Pursuant to Sections 372.009 and 372.011, Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Tomball, Texas (the "City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by 318 Sydney Park, LLC (the "Petitioner"), requesting that the City dissolve Public Improvement District Number Nine (the "District") which contains land owned only by the Petitioner and located entirely within the corporate limits of the City.

Time and Place of Public Hearing. The public hearing will start at or after 6:00 P.M. on Monday, June 7, 2021 in the regular meeting place of the City Council in the Council Chamber in the City Hall located at 401 Market Street, Tomball, Texas 77375.

The boundaries of the District to be dissolved is described by metes and bounds hereto as EXHIBIT A.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 4th day of May 2021 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

EXHIBIT A TO NOTICE OF PUBLIC HEARING REGARDING
THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT

Notice of Public Hearing
Regular City Council Meeting
July 7, 2021
Page 2 of 3

EXHIBIT A

FIELD NOTE DESCRIPTION OF 9.2191 ACRES (401,586 SQUARE FEET) OF LAND OUT OF UNRESTRICTED RESERVE "H", BLOCK 1 OF LESLIE'S PARK SUBD., ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 400005 H.C.M.R. AND BEING THE RESIDUE OF THAT CERTAIN CALLED 15.27 ACRE TRACT RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20130446051 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 9.2191 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE);

BEGINNING at a 3/4 inch iron rod found in the East right-of-way line of Quinn Road (width varies) and the North line of Tomball ISD Tract, as recorded under H.C.C.F. No. S483753 for the Southwest corner of said Unrestricted Reserve "H", same being the Southwest corner of said called 15.27 acre tract and the herein described tract, said iron rod falling in the arc of a curve to the Right;

THENCE, Northerly, along the East right-of-way line of Quinn Road, with said curve to the Right, having a radius of 1150.00 feet, a central angle of 11°19'54", an arc length of 227.44 feet and a chord bearing and distance of N 07°52'32" W, 227.07 feet to the Point of Tangency of said curve, from which a found 3/4 inch iron rod bears, S 12°03' E, 2.4 feet;

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THENCE, North 42°41'46" East, along a cutback line, a distance of 1.46 feet to a 5/8 inch iron rod with cap found in the South right-of-way line of Brown Hufsmith Road for the Northerly most Northwesterly corner of the herein described tract;

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EXHIBIT A TO NOTICE OF PUBLIC HEARING REGARDING
THE DISSOLUTION OF A PUBLIC IMPROVEMENT DISTRICT

Notice of Public Hearing
Regular City Council Meeting
July 7, 2021
Page 3 of 3

THENCE, in a Southerly direction, along and with the Westerly and Southerly line of said Brown-Hufsmith Church Subd., the following three (3) courses and distances:

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2) North 88°49'52" East, 41.44 feet to a 5/8 inch iron rod with cap found for corner;

3) South 69°30'55" East, 204.50 feet to a 5/8 inch iron rod with alum. cap found in the South line of said Unrestricted Reserve "H", same being the North line of 140-foot wide H.C.F.C.D. right-of-way, as recorded under H.C.C.F. No. M201069 for Southeasterly corner of the herein described tract, said iron marks the Point of Curvature of a curve to the Left;

THENCE, Southwesterly, along the North right-of-way line of said H.C.F.C.D. Fee Strip, with said curve to the Left, having a radius of 320.00 feet, a central angle of 19°50'30", an arc length of 110.82 feet and a chord bearing and distance of S 57°15'44" W, 110.26 feet to a 5/8 inch iron rod found for the Easterly corner of that certain called 3.996 acre tract recorded under H.C.C.F. No. W206016 and the Southerly corner of the herein described tract;

THENCE, in a Northwesterly direction, along and with the common line between said 3.996 acre tract and said Unrestricted Reserve "H", the following two (2) courses and distances:

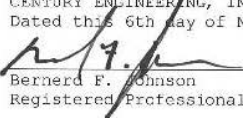
1) North 42°37'24" West, 144.35 feet to a 5/8 inch iron rod with cap found for corner;

2) South 88°49'52" West, 299.48 feet to a 5/8 inch iron rod with cap found in the East line of said Tomball ISD Tract for the Northwest corner of said called 3.996 acre and an exterior corner of the herein described tract;

THENCE, North 01°10'08" West, along the East line of said Tomball ISD Tract, a distance of 254.46 feet to a point for the Northeast corner of said Tomball ISD Tract and an interior corner of the herein described tract, from which a found 5/8 inch iron rod with cap bears, S 54°40' W, 0.70 feet;

THENCE, South 88°49'52" West, along the North line of said Tomball ISD Tract, a distance of 868.56 feet to the POINT OF BEGINNING and containing 9.2191 acres (401,586 square feet) of land, more or less.

CENTURY ENGINEERING, INC.
Dated this 6th day of November, 2018


Bernard F. Johnson
Registered Professional Land Surveyor No. 4314

CEI JOB NO. 18100-00.00
(QW19) 18100A.T



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: 5/17/2021

Topic:

Approve payment option to Gexa Energy for increased Ancillary Charges Rate due to the Winter Storm.

Background:

The City's monthly electric bill is comprised of three main components: the energy rate, the transmission and distribution rate, and the ancillary charges rate. Texas Coalition for Affordable Power (TCAP) sets our fixed energy rate that covers the cost of power received from Gexa Energy for the duration of our contract, the PUC approves the transmission and distribution rate, and ERCOT sets the ancillary charges rate which is meant to ensure grid reliability, and changes hourly.

Due to our contract with TCAP, the City did not experience an extreme energy rate fluctuation as other consumers have experienced. However, the winter storm caused unprecedented peaks in the ERCOT ancillary service charge which is being assessed to every consumer within the ERCOT grid.

The City of Tomball received notification from Gexa Energy that our total Ancillary Service Charges due is \$229,663.42. TCAP has worked with Gexa to provide payment options for this bill including a lump sum payment or a monthly payment through the end of our contract (December 2022).

TCAP has proposed two payment options that the City is eligible to accept. The first option is the Default Option, which is a monthly payment of \$12,363.24 beginning June 2021 and ending December 2022, making the total amount paid \$234,901.56. The second option is the Lump Sum Payment options which would be one payment in the amount of \$229,663.42.

Origination: City Administration

Recommendation:

Staff recommends accepting the Lump Sum Option and splitting the payment between the General and Enterprise Fund.

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

FUNDING (IF APPLICABLE)

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

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

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

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



May 5, 2021

Mr. David Esquivel
Interim City Manager
City of Tomball
401 Market Street
Tomball, TX 77375

Dear David,

The February winter storm was unprecedented and devastating to the State of Texas. The effects are still being felt and will be for a while. We have been made aware of some storm related charges by retail electric provider GEXA and wanted to inform you about them prior to receiving a letter from GEXA.

A member's monthly bill is comprised of three main components, the energy rate, the transmission and distribution rate, and the ancillary charges rate. TCAP works to set a fixed energy rate that covers the cost of the power, which is fixed for the life of the contract. The PUC approves the transmission and distribution rate that covers the cost to get the electricity to users, which may change annually. ERCOT sets the ancillary charges rate that is meant to ensure grid reliability, which changes hourly. (Please see the attached FAQ sheet for more information.)

Due to TCAP membership, there were no extreme energy rate fluctuations as other consumers experienced. However, the winter storm caused unprecedented peaks in the ERCOT ancillary service charge which is now being assessed to every consumer within ERCOT, not just our members. There was nothing that TCAP could have done to prevent this charge.

Although the ancillary service charge spike caused by the winter storm couldn't be prevented, being a member of TCAP will allow you some payment options that others in the market will not have. *These options are confidential.* GEXA has offered our members the following three options for payment of the winter storm ancillary service charge invoice: 1) pay in one lump sum, 2) pay monthly through the end of the current contract that ends in 2022, or 3) if you have signed an SHP contract, pay monthly through the end of 2028. GEXA has advised they will be sending letters by next week regarding each member's individual winter storm ancillary service charges and payment options.

TCAP has always kept our members in mind through our favorable contract provisions that are not found elsewhere in the market. We have been providing comments to the PUC on needed market changes when possible and we continue to monitor the legislative, ERCOT, and PUC hearings regarding all winter storm issues.

I encourage you to review the attached frequently asked questions and be on the lookout for the letter coming from GEXA. As always, if you have additional question or would like TCAP to attend a meeting to answer questions, please contact me at 972-764-3136.

Sincerely,

Margaret Somereve
Executive Director



Texas Senate passed a bill to force this repricing. Unfortunately, the Texas House refused to follow the Senate's lead and thus no legislative relief has yet been enacted.

Can they be hedged?

The Independent Market Monitor testified before the Texas House that these costs can be difficult if not impossible to hedge. Historically, TCAP has periodically investigated opportunities to hedge these costs, but has not been able to find an option that is both cost effective and provides adequate protection from potential future cost increases.

Additionally, it is very common for customer contracts to have provisions that allow for a seller to pass through any cost increases incurred due to changes in laws and regulations by both legislative and regulatory bodies. In this instance, even if the costs had been hedged (for instance, if they had been included within the fixed contract price), actions taken by the Public Utilities Commission during the winter event did change certain aspects of regulations and market protocols and as such, could open the door for these cost increases to be passed on to the buyer.

ERCOT operates as a revenue-neutral organization and costs it incurs to support the operations of the grid will be passed on to market participants. While there may ultimately be variations in how individual market participants will pay these costs, ultimately these costs will be recovered by ERCOT.

Why am I being billed for these charges?

Typically, TCAP maintains a reserve account to cover any cost variations incurred for ancillary services. If costs come in a bit higher than planned, TCAP uses the reserve account to cover these costs. If the costs come in a little lower than planned, TCAP retains the excess funds in the reserve account. When the reserve account reaches a level higher than both contractual requirement and normally deemed necessary to fund anticipated cost variations, TCAP will refund the excess amounts to members.

During the winter event, ancillary service prices increased to level over 500% greater than those experienced prior to the event. This tremendous cost increase is simply beyond the level TCAP can cover using the reserve account. Thus, these costs will need to be recovered from members directly.

How were these costs allocated to members?

Since almost all of these costs are associated with the extreme conditions incurred during Winter Storm Uri, and since many members had a number of facilities without power during this time, these costs were allocated to members based on their electric usage during the winter storm.

What are my payment options?

TCAP has worked with our REP and supplier to offer three options for repayment. These options are confidential. The base option is an installment payment plan for the remaining term of the current contract (December 2022). The second option is to pay in full now. This plan may be preferable for members that have excess or rainy day funds or feel they can finance repayment cheaper than the other options offered. The final option, which is available to the vast majority of TCAP members is to spread the payments over the term of both the current and future supply contract. This would extend payback to 2028 and drastically reduce the monthly payment amount.



Frequently Asked Questions

Isn't my Energy Rate fixed?

Correct! TCAP always secures a fixed energy rate for its members. There may be variations in how this energy is procured to allow TCAP to take advantage of market opportunities and provide even lower prices to its members, but your energy rate will always be a fixed price known by members prior to their need to budget for these future expenditures.

The Ancillary Services costs being billed in this instance are ERCOT incurred costs related to maintaining the reliable operations of the electric grid in Texas. Historically, these costs are very small and reconciliation of these costs is typically handled by TCAP. In this instance, the extreme circumstances created by Winter Storm Uri caused these costs to increase by multiples to levels never experienced in our Texas energy market and it is unfortunately necessary to directly assign these costs to members.

What are Ancillary Services?

Ancillary Services are reliability products procured by ERCOT as grid operator to maintain the stability and reliability of the electric grid. They typically consist of payments to generators (and certain end users) to stand ready to provide additional generation or load relief needed to balance the electric grid during times of rapid changes. Without these reliability products, the system could suffer from inferior quality electricity (brown outs) that can damage motors and appliances and suffer more frequent black-outs including the possibility of collapsing the entire grid. Recovery from a massive grid collapse could take weeks to restore. ERCOT bills the cost of ancillary services to entities (like Retail Electric Providers) that serve end-use customers and are commonly passed on to the customer in various ways.

Why were ancillary services priced so high?

Typically, the costs of ancillary services is very small. There is often a large amount of excess unused generation capacity on the electric grid and the ancillary services market is a way to possibly capture some incremental revenue for this unused capacity. With a large amount of excess generation capacity bidding for a small amount of ancillary services, prices are typically very low.

During Winter Storm Uri in February the ERCOT electric grid lost about half of its total generation capacity. Without enough generation to meet end user demand, ERCOT was forced to call for outages. With little additional generation capacity in reserve, the price of these products rose to levels that had never been experienced in the ERCOT market.

In addition, it was discovered during these times that the market price cap that was meant to set an absolute ceiling price on energy did not extend to ancillary services and the price of these products rose to a level far in excess of the energy price ceiling. This subsequently resulted in the PUC's Independent Market Monitor recommending to the PUC and ERCOT that these prices be capped at the energy ceiling price during the event.

Why have they not been re-priced?

ERCOT and the PUC chose to ignore the recommendations of the Independent Market Monitor and refused to reprice these products. The Lieutenant Governor of Texas held a press conference urging the PUC and ERCOT to follow the recommendations of the PUC's Independent Market Monitor and the

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May 7, 2021

Glenn Windsor
Finance Director
City Of Tomball
501 James St
Tomball, TX, 77375

Dear Glenn Windsor:

As you may be aware, the extraordinary February winter storm event has resulted in some of the highest Energy and Ancillary Service charges ever experienced by electric consumers in ERCOT. As a member of the Texas Coalition for Affordable Power ("TCAP") that is served by TCAP's Retail Electricity Provider, Gexa Energy, City Of Tomball's energy costs remained stable throughout the winter storm. However, the storm's impact resulted in higher than anticipated Ancillary Services costs that are billed to you under the "Ancillary Services and Nodal Basis Adjustment" specified in the Commercial Electricity Service Agreement ("CESA") between City Of Tomball and Gexa Energy, LP executed by City Of Tomball on 3/8/2016.

The total additional cost of the Ancillary Services and Nodal Basis Adjustment owed by City Of Tomball ("Storm Recovery Amount") is specified below. Gexa values its relationship with City Of Tomball and understands that the immediate payment of such amount may present unexpected financial hardship. Therefore, per Gexa's existing agreement with TCAP, TCAP has authorized Gexa to recover the Storm Recovery Amount through a monthly surcharge over the remaining term of the current CESA, which runs through December 2022. ¹

Default Option – Monthly Payments through 2022	Due Date	Monthly Charge \$ ¹	Estimated Equivalent Monthly \$/kWh Charge ²
Storm Recovery Amount Monthly Surcharge	Monthly, starting with invoice for June 2021 usage and continuing through December 2022	\$12,363.24	\$0.020

Gexa also understands that different TCAP members may desire additional payment options based on each member's unique situation. In consideration thereof, Gexa has worked closely with TCAP to create the following alternate payment options.

¹ Note: Some TCAP Members receive multiple energy bills per month for various groups of accounts. If City Of Tomball receives multiple monthly bills, the "February 2021 Storm Recovery" charge will be added to the bill with the ESI ID that typically incurs the highest monthly charges. Also, please note, all charges shown exclude applicable GRT and PUC taxes, which will be applied upon invoice.

² Note: The Estimated Equivalent Monthly \$/kWh Charge is an estimate of the monthly charge spread over City Of Tomball's total average monthly energy usage for all monthly bills. This metric is shown for illustration purposes only.

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Alternate Payment Option 1: Pay the Storm Recovery Amount in full by May 31, 2021.

Alternate Payment Option 1 – Lump Sum Payment	Due Date	Total Amount \$ ¹	Estimated Equivalent Monthly \$/kWh Charge ²
Total Storm Recovery Amount	5/31/2021	\$229,663.42	\$0.379

Alternate Payment Option 2: If City Of Tomball has signed a new Commercial Electricity Service Agreement with Gexa for TCAP's Strategic Hedging Program commencing January 2023 (the "SHP CESA"), authorize Gexa to recover the Storm Recovery Amount through a monthly surcharge through December 2028. You will incur a new monthly surcharge for "February 2021 Storm Recovery" which will appear as a separate line item on your electricity bill beginning with the invoice for the June 2021 billing period that will continue through December 2028. Your monthly "February 2021 Storm Recovery" surcharge under Alternate Payment Option 2 is outlined in the "February 2021 Storm Recovery Agreement" (attached). (Please note: Alternate Payment Option 2 is only available to TCAP Members that have entered into a SHP CESA.) ¹

Alternate Payment Option 2 – Monthly Payments through 2028	Due Date	Monthly Charge \$ ¹	Estimated Equivalent Monthly \$/kWh Charge ²
Storm Recovery Amount Monthly Surcharge	Monthly, starting with invoice for June 2021 usage and continuing through December 2028	\$ 3,451.88	\$ 0.006

Please note: Gexa's Default and Alternate Payment Options have been devised in conjunction with TCAP specifically for TCAP Members and are confidential. City Of Tomball is required to keep the contents of this letter and the associated "February 2021 Storm Recovery Agreement" confidential, subject to Section C of the Terms and Conditions set forth in Attachment A of the CESA.

If City Of Tomball elects Alternate Payment Option 1 above, please inform Gexa via email at TCAP@gexaenergy.com on or before May 21, 2021, and remit payment to Gexa as outlined in the CESA. If City Of Tomball elects Alternate Payment Option 2 above, please inform Gexa by having the attached February 2021 Storm Recovery Agreement signed by an individual with the authority to bind City Of Tomball and returned to TCAP@gexaenergy.com on or before May 21, 2021. As stated above, if you take no action and do not return the signed agreement indicating your election by May 21, 2021, **Gexa will recover the Storm Recovery Amount through a monthly surcharge which will be in effect through December 2022, and this new monthly surcharge shall appear as a separate line item on City Of Tomball's electricity bill beginning with the invoice for the June 2021 billing period.**

If, at any time after May 31, 2021, City Of Tomball wishes to pay down the balance of its February 2021 Storm Recovery Amount, or wishes to extend its payment of the February 2021 Storm Recovery Amount over a different term than the options outlined above, please contact Gexa at the email or phone number below to discuss the amount and timing of any such payoff.

TCAP@gexaenergy.com
1-866-867-7322

Glenn Windsor

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Further, in the event that the Texas Legislature and the PUCT agree to reduce Ancillary Services costs attributable to the February 2021 Storm, Gexa will make a corresponding reduction to any future monthly payments to reflect such reduced costs and/or reimburse City Of Tomball for any over-collection of the principal amount of these increased Ancillary Services charges.

Gexa Energy values City Of Tomball's patronage as well as our long-standing relationship with TCAP. If there are any questions or concerns, please let us know.

Thank you,

A handwritten signature in black ink, appearing to read "B. Landrum", with a stylized, cursive script.

Brian Landrum
President, Gexa Energy GP, LLC
General Partner of Gexa Energy, LP

February 2021 Storm Recovery Agreement

Reference is made to: (a) that certain Commercial Electricity Service Agreement entered into between City Of Tomball ("City") and Gexa Energy, LP ("Gexa") dated as of 3/8/2016 (the "CESA") and (b) that certain letter from Gexa dated May 7, 2021 concerning Ancillary Services costs resulting from the ERCOT February 2021 winter storm event (the "Winter Storm Letter"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the CESA. This February 2021 Storm Recovery Agreement ("Winter Storm Agreement") is made and delivered pursuant to the CESA.

As referenced in the Winter Storm Letter, the total cost of Ancillary Services attributed to the February 2021 Storm (the "Storm Recovery Amount") owed by City pursuant to the terms of the CESA is set forth below:

Storm Recovery Amount: \$229,663.42

City has executed a Commercial Electricity Service Agreement with Gexa for TCAP's Strategic Hedging Program commencing January 2023 (the "SHP CESA"), and hereby authorizes Gexa to invoice the Storm Recovery Amount through a monthly surcharge in effect through December 2028, pursuant to the terms of its current CESA and the SHP CESA. City will incur a new monthly surcharge for "February 2021 Storm Recovery" as a separate billing line item beginning with the invoice for the June 2021 billing period under the CESA, which shall continue through the invoice for December 2028 usage under the SHP CESA. City's monthly "February 2021 Storm Recovery" surcharge shall be **\$3,451.88**.

By returning this election, you are confirming that this Winter Storm Agreement has been duly and validly authorized, and represents the valid and binding obligation of City enforceable in accordance with the terms hereof and the CESA and the SHP CESA. By returning this election, you further acknowledge and agree that in the event of (i) any early termination of the CESA or (ii) in the event that the SHP CESA terminates or expires prior to December 31, 2028, you shall pay the remaining unpaid balance of the Storm Recovery Amount February 2021 Storm Recovery charges, and such charges will be included on the final invoice charged from Gexa to City for services provided under the CESA and/or the SHP CESA.

If City receives multiple monthly bills for different ESI IDs, the "February 2021 Storm Recovery" surcharge will be added to the bill with the ESI ID that typically incurs the highest monthly charges.

In the event that the Texas Legislature and the PUCT agree to reduce Ancillary Services costs attributable to the February 2021 storm referred to in the Winter Storm Letter, Gexa will make a corresponding reduction to any future monthly payments to reflect such reduced costs and/or reimburse City for any over-collection of the principal amount of these increased Ancillary Services charges.

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This Winter Storm Agreement is governed by the terms of the CESA and is thus confidential, subject to Section C of the Terms and Conditions set forth in Attachment A of the CESA.

The CESA and SHP CESA shall remain unamended and shall continue to be, and shall remain, in full force and effect in accordance with its terms. This Winter Storm Agreement shall be limited precisely as provided for herein, and shall not be deemed to be a waiver of, amendment of, consent to, or modification of, any other term or provision of the CESA.

This Winter Storm Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract.

This Winter Storm Agreement shall be effective as of the date first above written.

This Winter Storm Agreement shall be governed by and construed in accordance with the Laws of the State of Texas without regard to its principles of conflict of laws.

Should you have any questions or need additional information, please call Gexa at 1-866-867-7322.

Sincerely,

GEXA ENERGY, LP
By Gexa Energy GP, LLC, its general partner

By: _____
Name: _____
Title: _____

ELECTION ACKNOWLEDGED AND AGREED:

City Of Tomball

By: _____
Name: _____
Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

(Fixed Price Around the Clock)

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the "**Agreement**"), is entered into between Gexa Energy, LP ("**Gexa**"), a Texas limited partnership, and the City of Tomball, TX ("**Customer**"). Gexa and Customer may be referred to individually as a "**Party**" or collectively as the "**Parties**".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider ("**REP**") for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s). Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a "**Scheduling Failure**") the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Term.

(a) Effective Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date, which will occur either on or after the Expected Start Date stated in Attachment B for any new customer or if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa, until December 31, 2022 (that period, the "**Term**"). The end of the Term for each respective ESI ID is the meter read date occurring in December 2022. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the "**Delayed Effective Date Period**"), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the "**Delayed Effective Date Electricity Amount**"). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that any credit is subject to the aggregate limit for all TCAP customers stated in Exhibit A to the First Amendment of the REP Services Agreement between Gexa and TCAP, and that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.4 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change. If, in

Gexa's reasonable judgment, i) the addition is a separately metered load having (a) a peak demand expected to be less than 0.25 MW at all times during the first twelve months following commercial operation or (b) an annual average expected to be less than 0.125 MW during the first twelve months following commercial operation; or ii) does not result in a net increase of (a) 0.25 MW in peak demand or (b) 0.125 MW in average usage for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load having (a) a peak demand expected to be in excess of 0.25 MW at any time during the first twelve months following commercial operation, (b) an annual average expected to be in excess of 0.125 MW during the first twelve months following commercial operation, or (c) results in a net increase of 0.25 MW in peak usage or 0.125 MW of average annual usage after consideration of any contemporaneous offsetting load decreases, as per the Letter Agreement (defined below), Gexa shall provide service to that account in accordance with the terms and conditions for Special Loads as stated in the April 27, 2011 Letter Agreement, as amended March 7, 2016 (and via a Special Load Addendum thereto), among NEPM II, LLC, as assignee of NextEra Energy Power Marketing, LLC, ("PMI"), and Texas Coalition for Affordable Power ("TCAP") and Gexa (the "**Letter Agreement**"), and the April 27, 2011 Master Power Purchase and Sale Agreement Confirmation between PMI and Gexa, as amended March 7, 2016 (the "**Confirmation**"). Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) The Energy Price for the period commencing January 1, 2018 and ending December 31, 2022 is equal to \$35.67/MWh. For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

(b) The Energy Price shall include a charge intended to reflect (i) the anticipated Ancillary Services charges and (ii) the anticipated difference between the Load Zone price for the applicable load zone(s) in which the load is located and the appropriate trading hub price for those zone(s) (that charge the "**Ancillary Services and Nodal Basis Rate**"). Gexa shall charge or credit Customer, as appropriate, for the difference between the Ancillary and Nodal Basis Rate and the actual costs for each item incurred to serve TCAP customers (that charge or credit the "**Ancillary Services and Nodal Basis Adjustment**"). Ancillary Services and Nodal Basis Adjustments are calculated and charged or credited on a quarterly basis. Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(c) If, during the Term, the aggregate TCAP load within an ERCOT defined load zone is greater than the Excess Load Amount under Schedule I of the Letter Agreement or less than the Shortfall Load Amount under Schedule I of the Letter Agreement, the Customer may be subject to its pro-rata share of the TCAP Aggregate Load Threshold Adjustment. Load Threshold Adjustments are calculated on a monthly basis and charged or credited on a quarterly basis and Gexa shall collect or credit them in the manner specified in the Letter Agreement.

(d) If, during the Term, the Loss Factor as provided in the Letter Agreement, which represents the multiplier required to account for the difference between Customer's load at its meter and the load required at the wholesale level to serve Customer (primarily transmission and distribution line losses), differs from the actual loss factor, then Gexa shall charge or credit Customer, as appropriate, for the difference between the Loss Factor and the actual loss factor (that charge or credit the "**Loss Factor Adjustment**"). Loss Factor Adjustments are calculated and charged or credited on an annual basis. Gexa shall compute and collect or credit them in the manner specified in the Letter Agreement.

2.2 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes.

2.3 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute

within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.3 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial Aggregator Fee is \$0.0012 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.4 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the amount determined as follows: the result of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or

refusal of electric supply delivery ("**Customer Terminated Usage**") times the REP Services Fee specified in the REP Services Agreement; plus (or minus, as applicable) (b) the Wholesale Transaction Termination Payment, as defined below (the result of the entire preceding calculation the "**Customer Early Termination Damages**"). If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transaction is terminated as a result of a default by PMI ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Transaction Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the result of the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") times the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transaction is terminated then Gexa shall calculate the portion of the Termination Payment (as defined in the EEI Master Agreement) paid under the Wholesale Transaction attributable to Customer's load (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If Gexa owes PMI a Termination Payment under the Wholesale Transaction, Customer shall pay Gexa the portion of the Termination Payment attributable to Customer's load. If PMI owes Gexa a Termination Payment under the Wholesale Transaction, Gexa shall pay Customer the portion of such Termination Payment attributable to Customer's load. To the extent a Termination Payment due from Gexa to PMI is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from PMI. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from PMI that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:
City of Tomball
501 James Street
Tomball, Texas 77375

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. If to Customer:
City of Tomball

501 James Street
Tomball, Texas 77375

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **"Actual Usage"** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **"Delivery Charges"** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **"Effective Date"** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to Gexa.
4. **"Electricity Related Charges"** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
5. **"Energy Price(s)"** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
6. **"ERCOT"** means the Electric Reliability Council of Texas.
7. **"ERCOT Protocols"** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
8. **"ESI ID(s)"** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
9. **"Expected Usage"** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term.
10. **"kWh"** means kilowatt hour.
11. **"LMP" or "Locational Marginal Price"** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
12. **"Market Rate"** means 140% of the load-weighted average of the hourly LMPs at the corresponding trading hub, as determined for any delivery period.
13. **"Nodal Market"** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
14. **"Nodal Congestion"** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.

15. **"Non-Recurring Charges"** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.

16. **"PUCT"** means Public Utility Commission of Texas.

17. **"Special Loads"** has the meaning given it in the Letter Agreement.

18. **"Taxes"** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

19. **"TCAP"** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

20. **"TDSP"** or **"Transmission and Distribution Service Provider"** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

21. **"Wholesale Transaction"** means the transaction evidenced by the Confirmation whereby Gexa will purchase and PMI will provide full requirements energy and related services necessary to satisfy electricity consumption of TCAP members as served by retail provider Gexa.

Attachments:

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER: City of Tomball, Texas	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By: 	By: 
Printed: ROBERT S. HAUCK	Printed: Deena Morgan
Title: ASST. CITY MANAGER	Title: VP, Commercial Sales
Date: 3/8/16	Date: 3/8/2016

2/2/10
Hans G. Harnack
Hans G. Harnack

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to or laws applicable to it; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED

BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer's ESI ID(s). Once the electric energy is delivered to Customer's ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of "force majeure" or "uncontrollable force" or a similar term as defined under the applicable transmission provider's tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer's facilities, or any cause beyond such Party's control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description of the information sought prior to Customer's release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the "Receiving Party") shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the "Disclosing Party") except for disclosures to Authorized Parties or as required by law. "Confidential Information" means information in written or other tangible form which is marked as "Confidential" when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer's account and billings. "Authorized Parties" means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties' affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or

acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by PMI under the Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the Letter Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-22358

Date Filed:
03/07/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Gexa Energy, LP
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF TOMBALL

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Full-requirements retail electricity.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gexa Energy GP, LLC	Houston, TX United States	X	
	NextEra Energy Services, LLC	Houston, TX United States	X	
	Texas Coalition for Affordable Power, Inc	Addison, TX United States		X
	NEPM II, LLC	Juno Beach, FL United States		X
	Gay, Geoffrey	Austin, TX United States		X
	Starnes, Bill	Austin, TX United States		X
	Wilkins, Pat	Austin, TX United States		X
	Jacobsen, Fred	Juno Beach, FL United States		X
	Schwarz, Dustin	Juno Beach, FL United States		X
	McDermott, Jacob	Houston, TX United States		X
	Mundy, Allison	Houston, TX United States		X

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gexa Energy, LP
Houston, TX United States

Certificate Number:
2016-22358

Date Filed:
03/07/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
CITY OF TOMBALL

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

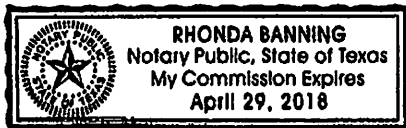
Full-requirements retail electricity.

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Jason Lee
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Jason Lee, this the 7th day of March, 2016, to certify which, witness my hand and seal of office.

Rhonda Banning
Signature of officer administering oath

Rhonda Banning
Printed name of officer administering oath

Notary
Title of officer administering oath

RESOLUTION 2016-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE TEXAS COALITION FOR AFFORDABLE POWER, INC. (TCAP) TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT FOR FIVE YEARS FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR ELECTRICITY; AUTHORIZING GEORGE SHACKELFORD or ROBERT HAUCK or GLENN WINDSOR TO EXECUTE AN ELECTRIC SUPPLY AGREEMENT FOR DELIVERIES OF ELECTRICITY EFFECTIVE JANUARY 1, 2018 AND COMMITTING TO BUDGET FOR ENERGY PURCHASES IN 2018 THROUGH 2022 AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS IN 2018 THROUGH 2022 THROUGH TCAP

* * * * *

1. **WHEREAS**, the City of Tomball, Texas (City) is a member of Texas Coalition For Affordable Power, Inc. (TCAP), a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

2. **WHEREAS**, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

3. **WHEREAS**, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

4. **WHEREAS**, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity

prices for delivered electricity since 2002 resulting in stable budgets for electricity for members;
and

5. **WHEREAS**, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

6. **WHEREAS**, TCAP has become a forceful voice for consumer protections and market reform to benefit the public and well as cities and other political subdivisions; and

7. **WHEREAS**, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

8. **WHEREAS**, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

9. **WHEREAS**, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

10. **WHEREAS**, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

11. **WHEREAS**, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

12. **WHEREAS**, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

13. **WHEREAS**, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under one of three different supply options:

Option 1 - fixed-price, full-requirements at a price not to exceed 4.1 cents per kWh for the North and West zones or 4.25 cents per kWh for the South and Houston zones;

Option 2 - fixed price for on-peak hours and variable spot market prices for off-peak hours;

Option 3 - block energy at a fixed price to cover the base load hours, a fixed price for solar energy to cover mid-day peak hours (approximately 10% of total load) and variable spot market prices for all remaining consumption; and

14. **WHEREAS**, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this second opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contact for power for five years at a price not to exceed 4.1 cents per kWh in the North and West zones and a price not to exceed 4.25 cents per kWh in the South and Houston zones for Option 1 , so long as the aggregated load for any of the three supply options reaches at least 50 megawatts; and

15. **WHEREAS**, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

16. **WHEREAS**, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy

purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP; NOW, THEREFORE

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

Section 1:

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones and a price not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1;

Section 2:

The City prefers to participate in supply Option 1 with the following understanding: a) while supply Option 1 is a full-requirements, fixed-price option, Options 2 (fixed price on-peak, variable spot prices for off-peak usage) and 3 (fixed price for base load, fixed price for a portion of peak load, and variable spot market for remainder) have variable price components and savings over Option 1 cannot be guaranteed, and b) if there is insufficient desire among members to achieve a 50 MW threshold for either Option 2 or 3, the member selecting the inadequately subscribed option will be placed in the Option 1 category. If no option is selected, TCAP will assume that a passed Resolution approves of Option 1.

Section 3:

Assuming this resolution is passed before February 25, 2016 and the combined load of TCAP members passing this resolution exceeds 50 megawatts for the preferred Option and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones and not to exceed 4.25 cents per kWh in the Houston and South zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: George Shackelford or Robert Hauck or Glenn Windsor.

Section 4:

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 5:

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF FEBRUARY 2016, BY A VOTE OF 5 AYES AND 0 NAYS AT A REGULAR MEETING OF THE CITY COUNCIL OF TOMBALL, TEXAS.



Gretchen Fagan, Mayor

ATTEST:



Doris Speer, City Secretary

RESOLUTION 2016-03

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prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

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Section 5:

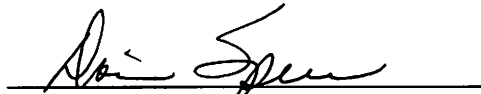
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PASSED, APPROVED AND ADOPTED THIS 15th DAY OF FEBRUARY 2016, BY A VOTE OF 5 AYES AND 0 NAYS AT A REGULAR MEETING OF THE CITY COUNCIL OF TOMBALL, TEXAS.



Gretchen Fagan, Mayor

ATTEST:


Doris Speer, City Secretary

Fund Summaries

Consolidated Statement of Anticipated Receipts and Revenues and Expenditures
and Changes in Fund Balance- All Funds

Funds	Governmental			Debt Service	Proprietary		Internal Service		Water Capital Recovery	Sewer Capital Recovery	Capital Projects Fund	Consolidated All Funds FY 2021
	General Fund 100	Special Revenue Funds 200-290/990	Special Revenue Fund 205		Enterprise Fund 600	Fleet Replacement Fund 650	Health Insurance Trust Fund 910					
Revenues:												
Property taxes	\$ 2,345,000	-	-	\$ 4,840,000	-	-	-	-	-	-	-	\$ 7,185,000
Hotel Occupancy	-	575,000	-	-	-	-	-	-	-	-	-	575,000
Sales taxes	11,590,000	-	-	-	-	-	-	-	-	-	-	11,590,000
Franchise taxes	910,020	-	-	-	-	-	-	-	-	-	-	910,020
Permits and licenses	724,700	-	-	-	-	-	-	-	-	-	-	724,700
Fines and warrants	460,000	30,000	-	-	-	-	-	-	-	-	-	490,000
Service fees	2,480,177	-	-	-	11,325,000	-	-	-	-	-	-	13,805,177
Transfers in	2,668,418	128,000	-	-	-	112,760	2,889,477	-	-	-	1,977,062	7,773,717
Contributions/Grants	758,558	-	-	757,885	370,000	-	-	-	-	-	-	1,886,443
Interest	225,000	12,300	-	70,000	150,000	15,000	26,000	20,000	25,000	-	665,000	1,208,300
Other	97,675	150,000	-	-	157,350	-	-	400,000	360,000	-	-	1,165,025
Total Revenues	\$ 22,259,548	\$ 893,300	\$ -	\$ 5,667,885	\$ 12,902,350	\$ 127,760	\$ 2,915,477	\$ 420,000	\$ 385,000	\$ 2,842,062	\$ 47,313,382	
Expenditures:												
General Government	\$ 4,154,424	-	-	-	-	-	\$ 2,789,242	-	-	-	\$ 10,159,198	\$ 17,102,864
Transfers out	2,585,000	-	-	-	-	-	-	-	-	-	-	2,585,000
Public Safety	10,601,107	50,000	-	-	-	-	-	-	-	-	-	10,651,107
Public Works	4,539,422	-	-	-	-	-	-	-	-	-	-	4,539,422
Engineering and Planning	572,323	-	-	-	-	-	-	-	-	-	-	572,323
Parks and Recreation	1,144,683	-	-	-	-	-	-	-	-	-	-	1,144,683
Tourism & Arts	-	736,206	-	-	-	-	-	-	-	-	-	736,206
Utilities	-	-	-	-	12,088,412	-	-	-	-	-	63,950	12,152,362
Capital Projects/Outlay	-	-	-	-	-	792,450	-	-	-	-	-	792,450
Debt Service	-	-	-	3,713,123	-	-	-	-	-	-	-	3,713,123
Total Expenditures	\$ 23,578,959	\$ 786,206	\$ -	\$ 3,713,123	\$ 12,088,412	\$ 792,450	\$ 2,789,242	\$ -	\$ -	\$ 10,223,148	\$ 53,969,540	
Revenues Over (Under)												
Expenditures	\$ (1,317,411)	\$ 107,093	\$ -	\$ 1,954,762	\$ (86,062)	\$ (664,690)	\$ 126,235	\$ 420,000	\$ 385,001	\$ (7,581,086)	\$ (6,656,158)	
Beginning Fund Balance	\$ 17,334,039	\$ 1,155,260	\$ -	\$ 15,158,312	\$ 7,870,010	\$ 2,039,442	\$ 2,408,414	\$ 2,253,855	\$ 2,035,377	\$ 24,009,977	\$ 74,262,688	
Ending Fund Balance	\$ 16,016,628	\$ 1,262,353	\$ -	\$ 17,111,074	\$ 7,783,948	\$ 1,374,752	\$ 2,534,649	\$ 2,673,855	\$ 2,420,378	\$ 16,428,891	\$ 67,606,528	

68%

161%

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461%

64%

173%

91%

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161%

125%

CITY OF TOMBALL CONSOLIDATED OPERATING ACCOUNT**137519**

317050 GEXA ENERGY

01/21/2021

137519

INVOICE #

DATE

PO #

DESCRIPTION

AMOUNT

32430307-4

1/8/2021

#137571-2 CITY ELECTRIC SERVICES

38,288.63

CHECK TOTAL

38,288.63

CITY OF TOMBALL

PAYMENT AUTHORITY

PAYABLE TO: Gexa Energy

PO Box 692099

ADDRESS: Houston, TX 77269-2099

PHONE NUMBER: 1-866-867-7322 PROJECT NUMBER: _____

INVOICE NUMBER: 32430307-4 BID/CONTRACT NUMBER: _____

INVOICE DATE: 1/8/2021 PAYMENT AMOUNT: \$38,288.63

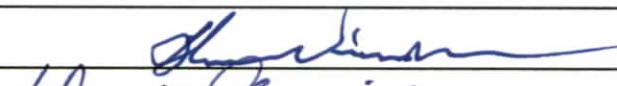
REASON FOR PURCHASE: _____

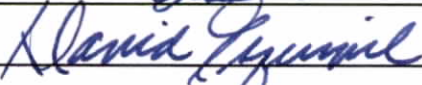
PAYMENT DISTRIBUTION

FUND #	DEPT. #	ACCT. #	AMOUNT	DESCRIPTION
100 -	157 -	6313	\$ 10,540.32	Buildings, Parks, Streets
600 -	613 -	6313	\$ 6,587.79	Water Dept
600 -	614 -	6313	\$ 13,386.17	Sewer Dept
100 -	154 -	6338	\$ 7,968.67	Street Lights
600 -	615 -	6313	\$ 22.47	Gas Dept
100 -	145 -	6313	\$ (216.79)	FD Station #5
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	

PREPARED BY: Lauren Cains DATE: 1/18/2021

DEPARTMENT HEAD: _____ DATE: _____

FINANCE DIRECTOR:  DATE: 1/18/21

CITY MANAGER/ASSISTANT CM:  DATE: 01/28/21

Purchases \$1,001 - \$5,000 require Finance Director signature.

Purchases \$5,001.00 - \$49,999 require City Manager/Assistant City Manager signature.

Purchases from \$3,000.00 to \$49,999.99 require 3 written quotes.

Purchases of \$50,000.00 and over require advertisement and competitive sealed bidding and council approval.

ENTERED JAN 18 2021



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32430307-4
Billing Date: Jan 08, 2021

Page 3 of 15

Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 201 S WALNUT ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901001900178300108	1148	\$40.95	\$34.48	\$ 1.38	\$ 0.57	\$ 0.12	\$ 1.46	\$ 0.00	\$ 0.00	\$78.96	✓
DEC 2020 Usage: 1148 kWh Billed Demand: None Usage Charge: \$40.95 TDSP Charge: \$34.48 Agg. Charge: \$ 1.38											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I92128010	S	11/20/2020	12/23/2020	33	6134	7282	1	1148	3.32 KVA	0	

Address: 824 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901006900071720107	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	✓
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I89585984	S	11/23/2020	12/28/2020	35	0	0	1	0	0 KVA	0	

Address: 120 W HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901006900071730107	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	✓
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I89585954	S	11/23/2020	12/28/2020	35	0	0	1	0	0 KVA	0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890101004185IDE0218	448	\$15.98	\$162.12	\$ 0.54	\$ 0.22	\$ 0.29	\$ 3.48	\$ 0.00	\$ 0.00	\$182.63	✓
DEC 2020 Usage: 448 kWh Billed Demand: None Usage Charge: \$15.98 TDSP Charge: \$162.12 Agg. Charge: \$ 0.54											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/02/2020	01/05/2021	34				448		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890101006758DDA0220	161	\$ 5.74	\$14.36	\$ 0.19	\$ 0.08	\$ 0.03	\$ 0.38	\$ 0.00	\$ 0.00	\$20.78	✓
DEC 2020 Usage: 161 kWh Billed Demand: None Usage Charge: \$ 5.74 TDSP Charge: \$14.36 Agg. Charge: \$ 0.19											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	E	12/02/2020	01/05/2021	34				161		0	

Address: 101 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901011900186120108	477	\$17.01	\$17.02	\$ 0.57	\$ 0.24	\$ 0.06	\$ 0.66	\$ 0.00	\$ 0.00	\$35.56	✓
DEC 2020 Usage: 477 kWh Billed Demand: None Usage Charge: \$17.01 TDSP Charge: \$17.02 Agg. Charge: \$ 0.57											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I89650622	S	11/20/2020	12/23/2020	33	36172	36649	1	477	1.61 KVA	0	

Address: 15902 FM 2920 RD TOMBALL TX 77377 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901011900378310110	-32467	-\$158.10	-\$110.74	-\$38.96	-\$16.23	-\$ 2.09		\$ 0.00	\$ 0.00	-\$1326.12	✓
NOV 2020 Usage: -32467 kWh Billed Demand: None Usage Charge: -\$158.10 TDSP Charge: -\$110.74 Agg. Charge: -\$38.96											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	E	11/06/2020	12/09/2020	33				-103123		0	
I89587764	S	11/06/2020	12/09/2020	33	24721	24905	384	70656	284.16 KVA	0	



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 105 S CHERRY ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890101190085590114	2	\$ 0.07	\$ 4.63	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.80	
DEC 2020 Usage: 2 kWh Billed Demand: None Usage Charge: \$ 0.07 TDSP Charge: \$ 4.63 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
166446592	S	11/20/2020	12/23/2020	33	131	133	1	2	1.59 KVA	0	

Address: 19900 TELGE RD TOMBALL TX 77377 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901016901035120115	-3925	-\$140.00	-\$69.77	-\$ 4.71	-\$ 1.96	-\$ 0.35		\$ 0.00	\$ 0.00	-\$216.79	✓
NOV 2020 Usage: -3925 kWh Billed Demand: None Usage Charge: -\$140.00 TDSP Charge: -\$69.77 Agg. Charge: -\$ 4.71											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	E	11/06/2020	12/09/2020	33				-19845			0
187108116	S	11/06/2020	12/09/2020	33	5583	5782	80	15920	49.6 KVA		0

Address: 502 N ELM ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901016901599160119	72	\$ 2.57	\$ 7.30	\$ 0.09	\$ 0.04	\$ 0.02	\$ 0.20	\$ 0.00	\$ 0.00	\$10.22	
DEC 2020 Usage: 72 kWh Billed Demand: None Usage Charge: \$ 2.57 TDSP Charge: \$ 7.30 Agg. Charge: \$ 0.09											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189468831	S	11/23/2020	12/28/2020	35	2290	2362	1	72		0	

Address: 201 S WALNUT ST A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901020900178360108	18	\$ 0.64	\$ 5.04	\$ 0.02	\$ 0.01	\$ 0.01	\$ 0.11	\$ 0.00	\$ 0.00	\$ 5.83	✓
DEC 2020 Usage: 18 kWh Billed Demand: None Usage Charge: \$ 0.64 TDSP Charge: \$ 5.04 Agg. Charge: \$ 0.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190783261	S	11/20/2020	12/23/2020	33	5036	5054	1	18	.39 KVA	0	

Address: 710 MALONE ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901020900311620109	498	\$17.76	\$17.54	\$ 0.60	\$ 0.25	\$ 0.06	\$ 0.69	\$ 0.00	\$ 0.00	\$36.90
DEC 2020 Usage: 498 kWh Billed Demand: None Usage Charge: \$17.76 TDSP Charge: \$17.54 Agg. Charge: \$ 0.60										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189650572	S	11/20/2020	12/23/2020	33	68146	68644	1	498	1.31 KVA	0

Address: 401 FANNIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901020900647870112	594	\$21.19	\$20.05	\$ 0.71	\$ 0.30	\$ 0.07	\$ 0.80	\$ 0.00	\$ 0.00	\$43.12	
DEC 2020 Usage: 594 kWh Billed Demand: None Usage Charge: \$21.19 TDSP Charge: \$20.05 Agg. Charge: \$ 0.71											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192041273	S	11/20/2020	12/23/2020	33	53025	53619	1	594	1.42 KVA	0	

Address: 102 FANNIN ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901020900781480113	310	\$11.06	\$12.65	\$ 0.37	\$ 0.16	\$ 0.04	\$ 0.46	\$ 0.00	\$ 0.00	\$24.74	
DEC 2020 Usage: 310 kWh Billed Demand: None Usage Charge: \$11.06 TDSP Charge: \$12.65 Agg. Charge: \$ 0.37											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189565591	S	11/20/2020	12/23/2020	33	21440	21750	1	310	1.21 KVA	0	



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Address: 201 S ELM ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901022900023380107	1247	\$44.48	\$37.05	\$1.50	\$0.62	\$0.13	\$1.58	\$0.00	\$0.00	\$85.36	
DEC 2020 Usage: 1247 kWh Billed Demand: None Usage Charge: \$44.48 TDSP Charge: \$37.05 AGG. Charge: \$1.50											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189651822	S	11/20/2020	12/23/2020	33	96305	97552	1	1247	3.92 KVA	0	

Address: 824 ULRICH RD B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901022900071610107	0	\$0.00	\$4.58	\$0.00	\$0.00	\$0.01	\$0.09	\$0.00	\$0.00	\$4.68	
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$0.00 TDSP Charge: \$4.58 AGG. Charge: \$0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
178496908	S	11/23/2020	12/28/2020	35	0	0	1	0	0 KVA	0	

Address: 1240 ULRICH RD A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901022901386190118	24	\$0.86	\$5.26	\$0.03	\$0.01	\$0.01	\$0.12	\$0.00	\$0.00	\$6.29	
DEC 2020 Usage: 24 kWh Billed Demand: None Usage Charge: \$0.86 TDSP Charge: \$5.26 AGG. Charge: \$0.03											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192389581	S	11/23/2020	12/28/2020	35	2087	2111	1	24	.71 KVA	0	

Address: 1202 RUDOLPH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023800470460100	0	\$0.00	\$4.58	\$0.00	\$0.00	\$0.01	\$0.09	\$0.00	\$0.00	\$4.68	
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$0.00 TDSP Charge: \$4.58 AGG. Charge: \$0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192155081	S	11/23/2020	12/28/2020	35	22738	22738	1	0	0 KVA	0	

Address: 303 S PERSIMMON ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023803418990100	91	\$3.25	\$6.95	\$0.11	\$0.05	\$0.02	\$0.20	\$0.00	\$0.00	\$10.58	
DEC 2020 Usage: 91 kWh Billed Demand: None Usage Charge: \$3.25 TDSP Charge: \$6.95 AGG. Charge: \$0.11											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189846707	S	11/23/2020	12/28/2020	35	20233	20324	1	91	3.46 KVA	0	

Address: 31530 CAPELLA CIR #1 TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023804784220100	947	\$33.78	\$86.32	\$1.14	\$0.47	\$0.20	\$2.37	\$0.00	\$0.00	\$124.28	
DEC 2020 Usage: 947 kWh Billed Demand: None Usage Charge: \$33.78 TDSP Charge: \$86.32 AGG. Charge: \$1.14											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189846518	S	11/23/2020	12/28/2020	35	74345	75292	1	947	11.25 KVA	0	

Address: 1200 RUDEL DR TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805430760100	11591	\$413.45	\$286.35	\$13.91	\$5.80	\$1.15	\$13.78	\$0.00	\$0.00	\$734.44	
DEC 2020 Usage: 11591 kWh Billed Demand: None Usage Charge: \$413.45 TDSP Charge: \$286.35 AGG. Charge: \$13.91											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190769400	S	11/23/2020	12/28/2020	35	3560	15151	1	11591	37.27 KVA	0	



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Address: 125 W HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805494380100	1824	\$65.06	\$438.82	\$ 2.19	\$ 0.91	\$ 0.83	\$ 9.91	\$ 0.00	\$ 0.00	\$517.72	✓
DEC 2020 Usage: 1824 kWh Billed Demand: None Usage Charge: \$65.06 TDSP Charge: \$438.82 AGG. Charge: \$ 2.19											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189892030	S	11/23/2020	12/28/2020	35	15406	15425	96	1824	64.32 KVA	0	

Address: 1240 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805875270100	10520	\$375.25	\$163.21	\$12.62	\$ 5.26	\$ 0.89	\$10.60	\$ 0.00	\$ 0.00	\$567.83	✓
DEC 2020 Usage: 10520 kWh Billed Demand: None Usage Charge: \$375.25 TDSP Charge: \$163.21 AGG. Charge: \$12.62											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189871641	S	11/23/2020	12/28/2020	35	23000	23263	40	10520	18.8 KVA	0	

Address: 403 S CHESTNUT ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023806337950100	976	\$34.81	\$30.01	\$ 1.17	\$ 0.49	\$ 0.11		\$ 0.00	\$ 0.00	\$66.59	✓
DEC 2020 Usage: 976 kWh Billed Demand: None Usage Charge: \$34.81 TDSP Charge: \$30.01 AGG. Charge: \$ 1.17											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189660590	S	11/23/2020	12/28/2020	35	96815	97791	1	976	6.81 KVA	0	

Address: 300 1/2 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023807199680100	521	\$18.58	\$18.17	\$ 0.63	\$ 0.26	\$ 0.06	\$ 0.71	\$ 0.00	\$ 0.00	\$38.41	✓
DEC 2020 Usage: 521 kWh Billed Demand: None Usage Charge: \$18.58 TDSP Charge: \$18.17 AGG. Charge: \$ 0.63											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189658591	S	11/23/2020	12/28/2020	35	60368	60889	1	521	1.05 KVA	0	

Address: 301 1/2 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023807199720100	620	\$22.12	\$20.71	\$ 0.74	\$ 0.31	\$ 0.07	\$ 0.83	\$ 0.00	\$ 0.00	\$44.78	✓
DEC 2020 Usage: 620 kWh Billed Demand: None Usage Charge: \$22.12 TDSP Charge: \$20.71 AGG. Charge: \$ 0.74											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189655164	S	11/20/2020	12/23/2020	33	60693	61313	1	620	2.47 KVA	0	

Address: 802 S PINE ST A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023808507600100	59904	\$2,136.78	\$2,272.35	\$71.88	\$29.95	\$ 7.25	\$86.83	\$ 0.00	\$ 0.00	\$4,605.04	✓
DEC 2020 Usage: 59904 kWh Billed Demand: None Usage Charge: \$2,136.78 TDSP Charge: \$2,272.35 AGG. Charge: \$71.88											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189587938	S	11/20/2020	12/23/2020	33	36075	36699	96	59904	318.72 KVA	0	

Address: 13444 THEIS LN TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023809496590100	509	\$18.16	\$17.83	\$ 0.61	\$ 0.25	\$ 0.06	\$ 0.70	\$ 0.00	\$ 0.00	\$37.61	✓
DEC 2020 Usage: 509 kWh Billed Demand: None Usage Charge: \$18.16 TDSP Charge: \$17.83 AGG. Charge: \$ 0.61											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189625552	S	11/20/2020	12/23/2020	33	67076	67585	1	509	5.31 KVA	0	



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Address: 103 S SYCAMORE ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023810440180100	4	\$ 0.14	\$ 4.68	\$ 0.00	\$ 0.00	\$ 0.01		\$ 0.00	\$ 0.00	\$ 4.83
DEC 2020 Usage: 4 kWh Billed Demand: None Usage Charge: \$ 0.14 TDSP Charge: \$ 4.68 Agg. Charge: \$ 0.00										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189668589	S	11/20/2020	12/23/2020	33	304	308	1	4	.03 KVA	0

Address: 110 1/3 MARKET ST TOMBALL TX 77375-6642 | Energy Rate

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023810558740200	0	\$ 0.00	\$ 8.76	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.14	\$ 0.00	\$ 0.00	\$ 8.91
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 8.76 Agg. Charge: \$ 0.00										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF

Address: 12411 HOLDERRIETH RD A TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023811137200100	118080	\$4,211.91	\$1,936.04	\$141.70	\$59.04	\$10.11		\$ 0.00	\$ 0.00	\$6,358.80
DEC 2020 Usage: 118080 kWh Billed Demand: None Usage Charge: \$4,211.91 TDSP Charge: \$1,936.04 Agg. Charge: \$141.70										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
190769787	S	11/20/2020	12/23/2020	33	37785	38195	288	118080	244.8 KVA	0

Address: 501 JAMES ST B TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023814217560103	58752	\$2,095.68	\$836.67	\$70.50	\$29.38	\$ 4.82	\$57.78	\$ 0.00	\$ 0.00	\$3,094.83
DEC 2020 Usage: 58752 kWh Billed Demand: None Usage Charge: \$2,095.68 TDSP Charge: \$836.67 Agg. Charge: \$70.50										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
190769654	S	11/20/2020	12/23/2020	33	42487	43099	96	58752	101.76 KVA	0

Address: 28905 TOMBALL PKWY TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023816015800105	136	\$ 4.85	\$82.52	\$ 0.16	\$ 0.07	\$ 0.14	\$ 1.72	\$ 0.00	\$ 0.00	\$89.46
NOV 2020 Usage: 136 kWh Billed Demand: None Usage Charge: \$ 4.85 TDSP Charge: \$82.52 Agg. Charge: \$ 0.16										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	E	11/06/2020	12/09/2020	33				-88		0
190768332	S	11/06/2020	12/09/2020	33	28281	28505	1	224	29.2 KVA	0

Address: 11725 HOLDERRIETH RD TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023817353470106	7520	\$268.24	\$195.75	\$ 9.02	\$ 3.76	\$ 0.76	\$ 9.14	\$ 0.00	\$ 0.00	\$486.67
DEC 2020 Usage: 7520 kWh Billed Demand: None Usage Charge: \$268.24 TDSP Charge: \$195.75 Agg. Charge: \$ 9.02										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
165247486	S	11/20/2020	12/23/2020	33	23153	23341	40	7520	25.2 KVA	0

Address: 110 MARKET ST B TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023817379080106	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189650623	S	11/20/2020	12/23/2020	33	8743	8743	1	0	0 KVA	0



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Address: 201 S ELM ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023817669630106	1739	\$62.03	\$139.91	\$ 2.09	\$ 0.87	\$ 0.33	\$ 3.98	\$ 0.00	\$ 0.00	\$209.21	
DEC 2020 Usage: 1739 kWh Billed Demand: None Usage Charge: \$62.03 TDSP Charge: \$139.91 Agg. Charge: \$ 2.09											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189651823	S	11/20/2020	12/23/2020	33	82454	84193	1	1739	18.84 KVA	0	

Address: 15303 1/2 FM 2920 RD TOMBALL TX 77377 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023818001570106	-59	-\$ 2.11	-\$14.68	-\$ 0.07	-\$ 0.03	-\$ 0.03	-\$ 0.33	\$ 0.00	\$ 0.00	-\$17.25	
NOV 2020 Usage: -59 kWh Billed Demand: None Usage Charge: -\$ 2.11 TDSP Charge: -\$14.68 Agg. Charge: -\$ 0.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189429036	S	11/06/2020	12/09/2020	33	59614	61211	1	1597	18.38 KVA	0	
	E	11/06/2020	12/09/2020	33				-1656		0	

Address: 217 S WALNUT ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023900772210113	804	\$28.68	\$25.51	\$ 0.96	\$ 0.40	\$ 0.09	\$ 1.05	\$ 0.00	\$ 0.00	\$56.69	
DEC 2020 Usage: 804 kWh Billed Demand: None Usage Charge: \$28.68 TDSP Charge: \$25.51 AGG. Charge: \$ 0.96											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190812129	S	11/20/2020	12/23/2020	33	52917	53721	1	804	4.38 KVA	0	

Address: 102 FANNIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900303360109	94	\$ 3.35	\$ 7.03	\$ 0.11	\$ 0.05	\$ 0.02	\$ 0.20	\$ 0.00	\$ 0.00	\$10.76	
DEC 2020 Usage: 94 kWh Billed Demand: None Usage Charge: \$ 3.35 TDSP Charge: \$ 7.03 Agg. Charge: \$ 0.11											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189657228	S	11/20/2020	12/23/2020	33	11683	11777	1	94	.28 KVA	0	

Address: 30880 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900511820111	112	\$ 4.00	\$ 7.51	\$ 0.13	\$ 0.06	\$ 0.02	\$ 0.23	\$ 0.00	\$ 0.00	\$11.95	
DEC 2020 Usage: 112 kWh Billed Demand: None Usage Charge: \$ 4.00 TDSP Charge: \$ 7.51 Agg. Charge: \$ 0.13											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
P92122124	S	11/23/2020	12/28/2020	35	14055	14167	1	112	.85 KVA	0	

Address: 28106 CHRIS LN TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900546510111	656	\$23.40	\$105.22	\$ 0.79	\$ 0.33	\$ 0.21	\$ 2.53	\$ 0.00	\$ 0.00	\$132.48	
DEC 2020 Usage: 656 kWh Billed Demand: None Usage Charge: \$23.40 TDSP Charge: \$105.22 Agg. Charge: \$ 0.79											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192194457	S	11/23/2020	12/28/2020	35	91587	92243	1	656	14.21 KVA	0	

Address: 1414 E HUFSMITH RD TOMBALL TX 77375-4922 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890102500004460120	3471	\$123.81	\$102.25	\$ 4.17	\$ 1.74	\$ 0.37	\$ 4.38	\$ 0.00	\$ 0.00	\$236.72	
DEC 2020 Usage: 3471 kWh Billed Demand: None Usage Charge: \$123.81 TDSP Charge: \$102.25 Agg. Charge: \$ 4.17											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192322644	S	11/23/2020	12/28/2020	35	15392	18863	1	3471	9.35 KVA	0	



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Address: 27130 TOMBALL PKWY TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901041562896740100	10	\$ 0.36	\$ 4.83	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.10	\$ 0.00	\$ 0.00	\$ 5.32
DEC 2020 Usage: 10 kWh Billed Demand: None Usage Charge: \$ 0.36 TDSP Charge: \$ 4.83 Agg. Charge: \$ 0.01										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189667525	S	11/20/2020	12/23/2020	33	1134	1144	1	10	.03 KVA	0

Address: 28532 TOMBALL PKWY TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901041563029210100	2568	\$91.60	\$71.44	\$ 3.08	\$ 1.28	\$ 0.26	\$ 3.16	\$ 0.00	\$ 0.00	\$170.82
DEC 2020 Usage: 2568 kWh Billed Demand: None Usage Charge: \$91.60 TDSP Charge: \$71.44 Agg. Charge: \$ 3.08										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189655135	S	11/20/2020	12/23/2020	33	15433	18001	1	2568	4.98 KVA	0

Address: 709 W MAIN ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901041563031820100	240	\$ 8.56	\$10.83	\$ 0.29	\$ 0.12	\$ 0.03	\$ 0.38	\$ 0.00	\$ 0.00	\$20.21
DEC 2020 Usage: 240 kWh Billed Demand: None Usage Charge: \$ 8.56 TDSP Charge: \$10.83 Agg. Charge: \$ 0.29										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189869332	S	11/20/2020	12/23/2020	33	15545	15785	1	240	1.92 KVA	0

Address: 707 SCHOOL TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042563033865100	11196	\$399.36	\$416.48	\$13.44	\$ 5.60	\$ 1.34	\$16.07	\$ 0.00	\$ 0.00	\$852.29
DEC 2020 Usage: 11196 kWh Billed Demand: None Usage Charge: \$399.36 TDSP Charge: \$416.48 Agg. Charge: \$13.44										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189886240	S	11/20/2020	12/23/2020	33	30151	41347	1	11196	57.15 KVA	0

Address: 501 JAMES ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042563033952100	5320	\$189.76	\$157.61	\$ 6.38	\$ 2.66	\$ 0.57	\$ 6.84	\$ 0.00	\$ 0.00	\$363.82
DEC 2020 Usage: 5320 kWh Billed Demand: None Usage Charge: \$189.76 TDSP Charge: \$157.61 Agg. Charge: \$ 6.38										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189891428	S	11/20/2020	12/23/2020	33	16710	16843	40	5320	20.4 KVA	0

Address: 800 S PINE ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042563033995100	743	\$26.50	\$23.93	\$ 0.89	\$ 0.37	\$ 0.08	\$ 0.98	\$ 0.00	\$ 0.00	\$52.75
DEC 2020 Usage: 743 kWh Billed Demand: None Usage Charge: \$26.50 TDSP Charge: \$23.93 Agg. Charge: \$ 0.89										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189869247	S	11/20/2020	12/23/2020	33	37446	38189	1	743	2.59 KVA	0

Address: 802 S PINE TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042563034000100	37920	\$1,352.61	\$934.24	\$45.50	\$18.96	\$ 3.76	\$45.05	\$ 0.00	\$ 0.00	\$2,400.12
DEC 2020 Usage: 37920 kWh Billed Demand: None Usage Charge: \$1,352.61 TDSP Charge: \$934.24 Agg. Charge: \$45.50										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189587151	S	11/20/2020	12/23/2020	33	40316	40711	96	37920	124.8 KVA	0



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Address: 925 S CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563036050100	8	\$ 0.29	\$ 4.79	\$ 0.01	\$ 0.00	\$ 0.01	\$ 0.10	\$ 0.00	\$ 0.00	\$ 5.20	
DEC 2020 Usage: 8 kWh Billed Demand: None Usage Charge: \$ 0.29 TDSP Charge: \$ 4.79 Agg. Charge: \$ 0.01											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192176185	S	11/20/2020	12/23/2020	33	499	507	1	8	.04 KVA	0	

Address: 401 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563501250100	37120	\$1,324.07	\$701.68	\$44.54	\$18.56	\$ 3.33	\$39.91	\$ 0.00	\$ 0.00	\$2,132.09	
DEC 2020 Usage: 37120 kWh Billed Demand: None Usage Charge: \$1,324.07 TDSP Charge: \$701.68 Agg. Charge: \$44.54											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
163009690	S	11/20/2020	12/23/2020	33	19235	20163	40	37120	90 KVA	0	

Address: 401 1/3 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563501250200	219	\$ 7.81	\$16.31	\$ 0.26	\$ 0.11	\$ 0.04	\$ 0.44	\$ 0.00	\$ 0.00	\$24.97	
DEC 2020 Usage: 219 kWh Billed Demand: None Usage Charge: \$ 7.81 TDSP Charge: \$16.31 Agg. Charge: \$ 0.26											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	11/20/2020	12/23/2020	33				61		0	
	S	11/20/2020	12/23/2020	33				158		0	

Address: 221 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563501740100	6120	\$218.30	\$315.69	\$ 7.34	\$ 3.06	\$ 0.88	\$10.52	\$ 0.00	\$ 0.00	\$555.79	
DEC 2020 Usage: 6120 kWh Billed Demand: None Usage Charge: \$218.30 TDSP Charge: \$315.69 Agg. Charge: \$ 7.34											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189722728	S	11/20/2020	12/23/2020	33	24812	24965	40	6120	43.6 KVA	0	

Address: 151 S CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563502275100	2160	\$77.05	\$253.74	\$ 2.59	\$ 1.08	\$ 0.54	\$ 6.51	\$ 0.00	\$ 0.00	\$341.51	
DEC 2020 Usage: 2160 kWh Billed Demand: None Usage Charge: \$77.05 TDSP Charge: \$253.74 Agg. Charge: \$ 2.59											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189722729	S	11/20/2020	12/23/2020	33	6351	6405	40	2160	36 KVA	0	

Address: 215 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563502300100	985	\$35.13	\$96.71	\$ 1.18	\$ 0.49	\$ 0.22	\$ 2.60	\$ 0.00	\$ 0.00	\$136.33	
DEC 2020 Usage: 985 kWh Billed Demand: None Usage Charge: \$35.13 TDSP Charge: \$96.71 Agg. Charge: \$ 1.18											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190380963	S	11/20/2020	12/23/2020	33	9190	10175	1	985	11.4 KVA	0	

Address: 105 N CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564001570100	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
DEC 2020 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189845837	S	11/23/2020	12/28/2020	35	0	0	1	0	0 KVA	0	



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Address: 103 N ELM ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564001790100	536	\$19.12	\$18.57	\$ 0.64	\$ 0.27	\$ 0.06		\$ 0.00	\$ 0.00	\$38.66
DEC 2020 Usage: 536 kWh Billed Demand: None Usage Charge: \$19.12 TDSP Charge: \$18.57 AGG. Charge: \$ 0.64										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89657644	S	11/23/2020	12/28/2020	35	36875	37411	1	536	1.3 KVA	0

Address: 1519 HICKS ST TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564033030100	667	\$23.79	\$97.71	\$ 0.80	\$ 0.33	\$ 0.20	\$ 2.39	\$ 0.00	\$ 0.00	\$125.22
DEC 2020 Usage: 667 kWh Billed Demand: None Usage Charge: \$23.79 TDSP Charge: \$97.71 AGG. Charge: \$ 0.80										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89845363	S	11/23/2020	12/28/2020	35	71618	72285	1	667	12.9 KVA	0

Address: 1006 BAKER DR TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564105065100	800	\$28.54	\$25.42	\$ 0.96	\$ 0.40	\$ 0.09	\$ 1.05	\$ 0.00	\$ 0.00	\$56.46
DEC 2020 Usage: 800 kWh Billed Demand: None Usage Charge: \$28.54 TDSP Charge: \$25.42 AGG. Charge: \$ 0.96										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89871640	S	11/23/2020	12/28/2020	35	2902	2907	160	800	6.4 KVA	0

Address: 1331 ULRICH RD TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564050655100	2421	\$86.36	\$67.71	\$ 2.91	\$ 1.21	\$ 0.25	\$ 2.99	\$ 0.00	\$ 0.00	\$161.43
DEC 2020 Usage: 2421 kWh Billed Demand: None Usage Charge: \$86.36 TDSP Charge: \$67.71 AGG. Charge: \$ 2.91										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89585975	S	11/23/2020	12/28/2020	35	30674	33095	1	2421	7.48 KVA	0

Address: 1331 1/3 ULRICH RD TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564506655200	632	\$22.54	\$35.06	\$ 0.76	\$ 0.32	\$ 0.09	\$ 1.04	\$ 0.00	\$ 0.00	\$59.81
DEC 2020 Usage: 632 kWh Billed Demand: None Usage Charge: \$22.54 TDSP Charge: \$35.06 AGG. Charge: \$ 0.76										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	11/20/2020	12/23/2020	33				632		0

Address: 615 E HUFSMITH RD TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564508710100	130080	\$4,639.95	\$1,717.43	\$156.10	\$65.04	\$10.45		\$ 0.00	\$ 0.00	\$6,588.97
DEC 2020 Usage: 130080 kWh Billed Demand: None Usage Charge: \$4,639.95 TDSP Charge: \$1,717.43 AGG. Charge: \$156.10										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89871643	S	11/23/2020	12/28/2020	35	44629	45171	240	130080	206.4 KVA	0

Address: 1035 E HUFSMITH RD TOMBALL TX 77375 | Energy Rate \$ 0.03567

ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042564514400100	60	\$ 2.14	\$ 6.14	\$ 0.07	\$ 0.03	\$ 0.01	\$ 0.16	\$ 0.00	\$ 0.00	\$ 8.55
DEC 2020 Usage: 60 kWh Billed Demand: None Usage Charge: \$ 2.14 TDSP Charge: \$ 6.14 AGG. Charge: \$ 0.07										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89889790	S	11/23/2020	12/28/2020	35	6612	6672	1	60	.84 KVA	0



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Address: 13406 JULIA LN Tomball TX 77375-4193 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564582500100	573	\$20.44	\$19.51	\$ 0.69	\$ 0.29	\$ 0.06	\$ 0.78	\$ 0.00	\$ 0.00	\$41.77	
DEC 2020 Usage: 573 kWh Billed Demand: None Usage Charge: \$20.44 TDSP Charge: \$19.51 Agg. Charge: \$ 0.69											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189889791	S	11/23/2020	12/28/2020	35	60648	61221	1	573	5.33 KVA	0	

Address: 30203 WICKFORD DR TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564624307100	125	\$ 4.46	\$ 7.84	\$ 0.15	\$ 0.06	\$ 0.02	\$ 0.24	\$ 0.00	\$ 0.00	\$12.77	
DEC 2020 Usage: 125 kWh Billed Demand: None Usage Charge: \$ 4.46 TDSP Charge: \$ 7.84 Agg. Charge: \$ 0.15											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189462599	S	11/23/2020	12/28/2020	35	5485	5610	1	125	2.44 KVA	0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210GHA4200	348	\$12.41	\$45.18	\$ 0.42	\$ 0.17	\$ 0.09	\$ 1.09	\$ 0.00	\$ 0.00	\$59.36	
DEC 2020 Usage: 348 kWh Billed Demand: None Usage Charge: \$12.41 TDSP Charge: \$45.18 Agg. Charge: \$ 0.42											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				348		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210GHA4200	58	\$ 2.07	\$22.58	\$ 0.07	\$ 0.03	\$ 0.04	\$ 0.48	\$ 0.00	\$ 0.00	\$25.27	
DEC 2020 Usage: 58 kWh Billed Demand: None Usage Charge: \$ 2.07 TDSP Charge: \$22.58 Agg. Charge: \$ 0.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				58		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210LHA4200	7676	\$273.80	\$774.66	\$ 9.21	\$ 3.84	\$ 1.64	\$19.60	\$ 0.00	\$ 0.00	\$1,082.75	
DEC 2020 Usage: 7676 kWh Billed Demand: None Usage Charge: \$273.80 TDSP Charge: \$774.66 Agg. Charge: \$ 9.21											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				7676		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210LHA4200	11514	\$410.70	\$3,440.55	\$13.82	\$ 5.76	\$ 6.25	\$74.91	\$ 0.00	\$ 0.00	\$3,951.99	
DEC 2020 Usage: 11514 kWh Billed Demand: None Usage Charge: \$410.70 TDSP Charge: \$3,440.55 Agg. Charge: \$13.82											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				11514		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210LHA4200	798	\$28.46	\$238.45	\$ 0.96	\$ 0.40	\$ 0.43	\$ 5.19	\$ 0.00	\$ 0.00	\$273.89	
DEC 2020 Usage: 798 kWh Billed Demand: None Usage Charge: \$28.46 TDSP Charge: \$238.45 Agg. Charge: \$ 0.96											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				798		0	



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32430307-4
Billing Date: Jan 08, 2021

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210PHA4200	2030	\$72.41	\$137.96	\$ 2.44	\$ 1.02	\$ 0.32	\$ 3.85	\$ 0.00	\$ 0.00	\$218.00	
DEC 2020 Usage: 2030 kWh Billed Demand: None Usage Charge: \$72.41 TDSP Charge: \$137.96 Agg. Charge: \$ 2.44											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				2030		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210PHE4200	812	\$28.96	\$160.46	\$ 0.97	\$ 0.41	\$ 0.30	\$ 3.64	\$ 0.00	\$ 0.00	\$194.74	
DEC 2020 Usage: 812 kWh Billed Demand: None Usage Charge: \$28.96 TDSP Charge: \$160.46 AGG. Charge: \$ 0.97											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				812		0	

Address: 927 S LIVE OAK TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210PHF4212	232	\$ 8.28	\$40.69	\$ 0.28	\$ 0.12	\$ 0.08	\$ 0.94	\$ 0.00	\$ 0.00	\$50.39	
DEC 2020 Usage: 232 kWh Billed Demand: None Usage Charge: \$ 8.28 TDSP Charge: \$40.69 AGG. Charge: \$ 0.28											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	11/11/2020	12/14/2020	33				232		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210SHA4200	9222	\$328.95	\$370.63	\$11.07	\$ 4.61	\$ 1.03	\$12.37	\$ 0.00	\$ 0.00	\$728.66	
DEC 2020 Usage: 9222 kWh Billed Demand: None Usage Charge: \$328.95 TDSP Charge: \$370.63 Agg. Charge: \$11.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				9222		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210SHE4200	848	\$30.25	\$94.24	\$ 1.02	\$ 0.42	\$ 0.20	\$ 2.34	\$ 0.00	\$ 0.00	\$128.47	
DEC 2020 Usage: 848 kWh Billed Demand: None Usage Charge: \$30.25 TDSP Charge: \$94.24 AGG. Charge: \$ 1.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				848		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210SHF4200	848	\$30.25	\$84.08	\$ 1.02	\$ 0.42	\$ 0.18	\$ 2.14	\$ 0.00	\$ 0.00	\$118.09	
DEC 2020 Usage: 848 kWh Billed Demand: None Usage Charge: \$30.25 TDSP Charge: \$84.08 Agg. Charge: \$ 1.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				848		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567												
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total		
100890107677210THA4200	7200	\$256.82	\$207.21	\$ 8.64	\$ 3.60	\$ 0.67	\$ 8.01	\$ 0.00	\$ 0.00	\$484.95		
DEC 2020 Usage: 7200 kWh Billed Demand: None Usage Charge: \$256.82 TDSP Charge: \$207.21 Agg. Charge: \$ 8.64												
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF		
	S	12/01/2020	01/04/2021	34				7200		0		



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32430307-4
Billing Date: Jan 08, 2021

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210THE4200	1920	\$68.49	\$145.47	\$ 2.30	\$ 0.96	\$ 0.33	\$ 3.94	\$ 0.00	\$ 0.00	\$221.49	
DEC 2020 Usage: 1920 kWh Billed Demand: None Usage Charge: \$68.49 TDSP Charge: \$145.47 Agg. Charge: \$ 2.30											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/01/2020	01/04/2021	34				1920		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890108188910LHE4209	418	\$14.91	\$125.44	\$ 0.50	\$ 0.21	\$ 0.23	\$ 2.73	\$ 0.00	\$ 0.00	\$144.02	
DEC 2020 Usage: 418 kWh Billed Demand: None Usage Charge: \$14.91 TDSP Charge: \$125.44 Agg. Charge: \$ 0.50											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	11/11/2020	12/14/2020	33				418		0	



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32430307-4
Billing Date: Jan 08, 2021

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Current Monthly Charges

Energy Charges

Metered/Unmetered Charges	531,846.00 KWH	\$18,970.93	\$18,970.93
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Transmission and Distribution Charges

Transmission and Distribution Charges		\$17,853.63	\$17,853.63
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Aggregator Charge

Aggregator Fee	531,846.00 KWH	\$638.20	\$638.20
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Congestion Surcharge

Congestion Surcharge	531,846.00 KWH	\$265.95	\$265.95
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Regulatory Charges

Public Utility Assessment		\$60.06	\$559.92
Texas Gross Receipts		\$499.86	

Other Charges and Adjustments

Other ESIID Charges/Credits		\$ 0.00	\$ 0.00
Other ESIID Taxes		\$ 0.00	

Total Current Monthly Charges

\$38,288.63

Prior Balance and Payments

\$ 0.00

Total Amount Due

\$38,288.63

Texas Gross Receipts: state fees administered by the Texas Comptroller of Public Accounts
PUC: fee administered by the Public Utility Commission used to finance the Commission

* These fees have always been applied by Energy Providers but were not typically displayed separately on bills prior to electric market deregulation

CITY OF TOMBALL CONSOLIDATED OPERATING ACCOUNT**137695**

317050 GEXA ENERGY

02/22/2021

137695

INVOICE #

DATE

PO #

DESCRIPTION

AMOUNT

32490677-4

2/8/2021

#137571-2 CITY ELECTRIC SERVICES

47,475.59

CHECK TOTAL

47,475.59

CITY OF TOMBALL

PAYMENT AUTHORITY

PAYABLE TO: Gexa Energy

PO Box 692099

ADDRESS: Houston, TX 77269-2099

PHONE NUMBER: 1-866-867-7322 PROJECT NUMBER: _____

INVOICE NUMBER: 32490677-4 BID/CONTRACT NUMBER: _____

INVOICE DATE: 2/8/2021 PAYMENT AMOUNT: \$47,475.59

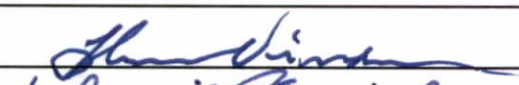
REASON FOR PURCHASE: _____

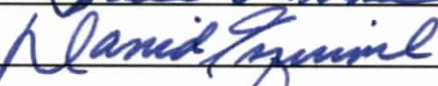
PAYMENT DISTRIBUTION

FUND #	DEPT. #	ACCT. #	AMOUNT	DESCRIPTION
100 -	157 -	6313	\$ 12,083.37	Buildings, Parks, Streets
600 -	613 -	6313	\$ 12,531.93	Water Dept
600 -	614 -	6313	\$ 13,866.56	Sewer Dept
100 -	154 -	6338	\$ 7,973.69	Street Lights
600 -	615 -	6313	\$ 37.76	Gas Dept
100 -	145 -	6313	\$ 982.28	FD Station #5
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	

PREPARED BY: Lauren Cains DATE: 2/12/2021

DEPARTMENT HEAD: _____ DATE: _____

FINANCE DIRECTOR:  DATE: 2/16/21

CITY MANAGER/ASSISTANT CM:  DATE: 02/12/21

Purchases \$1,001 - \$5,000 require Finance Director signature.

Purchases \$5,001.00 - \$49,999 require City Manager/Assistant City Manager signature.

Purchases from \$3,000.00 to \$49,999.99 require 3 written quotes.

Purchases of \$50,000.00 and over require advertisement and competitive sealed bidding and council approval.

100-157-6313		600-613-6313		600-614-6313		100-154-6338		600-615-6313		100-145-6313	
201 S WALNUT #B	\$ 77.62	15902 FM 2920	\$ 5,852.09	303 S PERSIMMON	\$ 12.98	IDE0218	\$ 182.71	30880 Ulrich	\$ 26.51	19900 Telge Rd	\$ 982.28
824 ULRICH	\$ 4.68	802 S PINE #A	\$ 3,728.13	31530 CAPELLA CIR #1	\$ 133.23	DDA0220	\$ 19.45	27130 Tomball Pkwy	\$ 5.47		
120 W HUFSMITH	\$ 4.68	707 SCHOOL	\$ 671.79	12411 HOLDERRIETH A	\$ 6,977.50	300 1/2 W MAIN ST - 80100	\$ 34.15	925 S Cherry	\$ 5.78		
101 MARKET	\$ 37.17	802 S PINE	\$ 2,223.30	15303 FM 2920 1/2	\$ 304.91	301 1/2 W MAIN ST - 20100	\$ 46.19				
105 S Cherry ST #B	\$ 6.38	1006 BAKER DR	\$ 56.62	28106 CHRIS LN	\$ 102.82	GHA4200	\$ 59.43				
502 N Elm	\$ 10.49			1519 HICKS	\$ 115.41	GHE4200	\$ 25.28				
201 S WALNUT #A	\$ 5.78			615 E HUFSMITH	\$ 6,097.07	LHA4200	\$ 1,084.31				
710 MALONE	\$ 38.52			1035 E HUFSMITH	\$ 8.57	LHE4200 / 700 N PECAN	\$ 3,954.33				
401 FANNIN ST	\$ 45.26			13406 JULIA LN	\$ 101.96	LHS4200	\$ 274.05				
102 FANNIN ST #B	\$ 25.61			30203 WICKFORD	\$ 12.11	PHA4200	\$ 218.41				
201 S ELM #B	\$ 107.57					PHE4200	\$ 194.91				
824 ULRICH #B	\$ 4.68					PHF4212	\$ 50.51				
1240 ULRICH A	\$ 5.22					SHA4200	\$ 730.53				
1202 RUDOLPH	\$ 4.68					SHE4200	\$ 128.64				
1200 RUDEL	\$ 729.10					SHF4200	\$ 118.26				
125 W HUFSMITH	\$ 1,512.63					THA4200	\$ 486.41				
1240 ULRICH	\$ 528.56					THE4200	\$ 221.88				
403 CHESTNUT	\$ 61.18					LHE4209	\$ 144.24				
13444 THEIS	\$ 33.78										
103 S SYCAMORE	\$ 4.84										
110 1/3 MARKET ST	\$ 12.45										
501 JAMES #B	\$ 3,304.09										
28905 TOMBALL PKWY	\$ 238.25										
11725 HOLDERRIETH	\$ 470.52										
110 MARKET #B	\$ 4.68										
201 S ELM	\$ 243.08										
217 S WALNUT	\$ 47.93										
102 FANNIN ST	\$ 7.99										
1414 E Hufsmith	\$ 221.54										
28532 TOMBALL PKWY	\$ 181.67										
709 W MAIN	\$ 14.09										
501 JAMES	\$ 393.10										
800 S PINE	\$ 51.52										
401 MARKET - 100	\$ 2,245.34										
401 1/3 MARKET	\$ 25.05										
221 MARKET	\$ 683.58										
151 S CHERRY	\$ 320.62										
215 W MAIN	\$ 132.39										
105 N CHERRY	\$ 4.68										
103 N ELM	\$ 34.81										
1331 ULRICH	\$ 137.51										
1331 ULRICH 1/3	\$ 60.05										
TOTAL	\$ 12,083.37	TOTAL	\$ 12,531.93	TOTAL	\$ 13,866.56	TOTAL	\$ 7,973.69	TOTAL	\$ 37.76	TOTAL	\$ 982.28
		GRAND TOTAL	\$ 47,475.59								

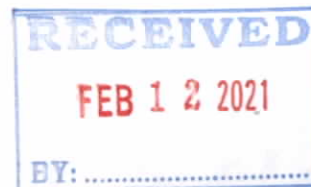
ACCOUNT SUMMARY INFORMATION

Previous Balance	\$38,288.63
Payment Received – Thank You	\$38,288.63
Adjustments	\$ 0.00
Total Balance Forward	\$ 0.00
Current Usage Charges	\$46,888.23
Tax and Other Charges	\$587.36
Total Current Charges	\$47,475.59
TOTAL AMOUNT DUE	\$47,475.59

For questions or concerns relating to this bill, you may contact Gexa Energy – TCAP Commercial Account Management Team, by phone at 1-866-867-7322 or email at TCAP@gexaenergy.com. Hours of operation are Monday through Friday, 8:00 AM - 5:00 PM and 5:00 PM – 10:00 PM CST for after-hours support.

If mailing correspondence, please forward to:

Gexa Energy - TCAP
Attn: Commercial Account Management Team
20455 State Highway 249 Suite 200
Houston, Texas 77070
Fax: 1-866-788-4392



Gexa Energy - TCAP - REP Certificate Number: 10027

Gexa Energy is an option three REP. As such, all requests for street light repairs, temporary service, or temporary disconnects should be directed to the local utility.

Delivery problems such as power outages are typically due to problems with local distribution facilities. For service problems call the utility's 24-hour service center at: CenterPoint Energy:(800)332 7143.

If you believe this bill includes any unauthorized charges, please contact Gexa Energy - TCAP Commercial Account Management Team. You may also file a complaint with the Public Commission of Texas, P.O.Box 13326, Austin, TX 78711-3326, (512) 936-7120 or toll free in Texas at (888) 782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the Commission at 1-800-735-2389.

Please allow 5 to 7 days for processing. Detach and return this portion with your payment.



Bill Payment Assistance Program

Gexa Energy is pleased to support this program that helps pay the utility bills of those in need. If you would like to donate, please check the box and fill in the desired amount.

Box \$

Pay By Phone or On-line

To find out more about our automated payment services, call 1-866-961-9399 or visit www.GexaEnergy.com and select Pay Online.

Cash Payments

MoneyGram® ExpressPayment®: Call 1-800-MONEYGRAM® to find the location nearest you or visit www.gexaenergy.com. Use Receive Code *4276*, bring cash for the payment amount and fee, and be sure to include your full account/invoice number, including the number after the dash.

Billing Date:	Feb 08, 2021
Invoice Number:	32490677-4
Payment Due:	Mar 11, 2021
Amount Due:	\$47,475.59

Amount Enclosed (Check payable to Gexa Energy)

Billing Group #: 3043-6 / Billing Group Name: CITY OF TOMBALL - 3043

\$

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GEXA ENERGY
PO BOX 692099
HOUSTON TX 77269-2099

0324906774

0

04747

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CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32490677-4
Billing Date: Feb 08, 2021

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 201 S WALNUT ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901001900178300108	1123	\$40.06	\$34.10	\$ 1.35	\$ 0.56	\$ 0.12	\$ 1.43	\$ 0.00	\$ 0.00	\$77.62	
JAN 2021 Usage: 1123 kWh Billed Demand: None Usage Charge: \$40.06 TDSP Charge: \$34.10 Agg. Charge: \$ 1.35											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192128010	S	12/23/2020	01/27/2021	35	7282	8405	1	1123	2.92 KVA	0	

Address: 824 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901006900071720107	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 AGG. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189585984	S	12/28/2020	01/28/2021	31	0	0	1	0	0 KVA	0	

Address: 120 W HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901006900071730107	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 AGG. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189585954	S	12/28/2020	01/28/2021	31	0	0	1	0	0 KVA	0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901010041851DE0218	448	\$15.98	\$162.20	\$ 0.54	\$ 0.22	\$ 0.29	\$ 3.48	\$ 0.00	\$ 0.00	\$182.71	
JAN 2021 Usage: 448 kWh Billed Demand: None Usage Charge: \$15.98 TDSP Charge: \$162.20 AGG. Charge: \$ 0.54											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/05/2021	02/04/2021	30				448		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890101006758DDA0220	142	\$ 5.07	\$13.75	\$ 0.17	\$ 0.07	\$ 0.03	\$ 0.36	\$ 0.00	\$ 0.00	\$19.45
JAN 2021 Usage: 142 kWh Billed Demand: None Usage Charge: \$ 5.07 TDSP Charge: \$13.75 AGG. Charge: \$ 0.17										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	E	01/05/2021	02/04/2021	30				142		0

Address: 101 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901011900186120108	500	\$17.84	\$17.73	\$ 0.60	\$ 0.25	\$ 0.06	\$ 0.69	\$ 0.00	\$ 0.00	\$37.17	
JAN 2021 Usage: 500 kWh Billed Demand: None Usage Charge: \$17.84 TDSP Charge: \$17.73 AGG. Charge: \$ 0.60											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189650622	S	12/23/2020	01/27/2021	35	36649	37149	1	500	1.46 KVA	0	

Address: 15902 FM 2920 RD TOMBALL TX 77377 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901011900378310110	91392	\$3,259.95	\$2,427.44	\$109.67	\$45.70	\$ 9.33		\$ 0.00	\$ 0.00	\$5,852.09
DEC 2020 Usage: 91392 kWh Billed Demand: None Usage Charge: \$3,259.95 TDSP Charge: \$2,427.44 Agg. Charge: \$109.67										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189587764	S	12/09/2020	01/12/2021	34	24905	25143	384	91392	288 KVA	0



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32490677-4
Billing Date: Feb 08, 2021

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 105 S CHERRY ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901011900885590114	26	\$ 0.93	\$ 5.28	\$ 0.03	\$ 0.01	\$ 0.01	\$ 0.12	\$ 0.00	\$ 0.00	\$ 6.38	
JAN 2021 Usage: 26 kWh Billed Demand: None Usage Charge: \$ 0.93 TDSP Charge: \$ 5.28 Agg. Charge: \$ 0.03											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I66446592	S	12/23/2020	01/27/2021	35	133	159	1	26	2.65 KVA	0	

Address: 19900 TELGE RD TOMBALL TX 77377 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901016901035120115	15360	\$547.89	\$406.71	\$18.43	\$ 7.68	\$ 1.57		\$ 0.00	\$ 0.00	\$982.28	
DEC 2020 Usage: 15360 kWh Billed Demand: None Usage Charge: \$547.89 TDSP Charge: \$406.71 AGG. Charge: \$18.43											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
187108116	S	12/09/2020	01/12/2021	34	5782	5974	80	15360	47.2 KVA	0	

Address: 502 N ELM ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901016901599160119	75	\$ 2.68	\$ 7.46	\$ 0.09	\$ 0.04	\$ 0.02	\$ 0.20	\$ 0.00	\$ 0.00	\$10.49	
JAN 2021 Usage: 75 kWh Billed Demand: None Usage Charge: \$ 2.68 TDSP Charge: \$ 7.46 Agg. Charge: \$ 0.09											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I89468831	S	12/28/2020	01/28/2021	31	2362	2437	1	75		0	

Address: 201 S WALNUT ST A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901020900178360108	17	\$ 0.61	\$ 5.02	\$ 0.02	\$ 0.01	\$ 0.01	\$ 0.11	\$ 0.00	\$ 0.00	\$ 5.78	
JAN 2021 Usage: 17 kWh Billed Demand: None Usage Charge: \$ 0.61 TDSP Charge: \$ 5.02 Agg. Charge: \$ 0.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I90783261	S	12/23/2020	01/27/2021	35	5054	5071	1	17	.05 KVA	0	

Address: 710 MALONE ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901020900311620109	521	\$18.58	\$18.28	\$ 0.63	\$ 0.26	\$ 0.06	\$ 0.71	\$ 0.00	\$ 0.00	\$38.52
JAN 2021 Usage: 521 kWh Billed Demand: None Usage Charge: \$18.58 TDSP Charge: \$18.28 AGG. Charge: \$ 0.63										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89650572	S	12/23/2020	01/27/2021	35	68644	69165	1	521	1.31 KVA	0

Address: 401 FANNIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901020900647870112	625	\$22.29	\$21.00	\$ 0.75	\$ 0.31	\$ 0.07	\$ 0.84	\$ 0.00	\$ 0.00	\$45.26	
JAN 2021 Usage: 625 kWh Billed Demand: None Usage Charge: \$22.29 TDSP Charge: \$21.00 AGG. Charge: \$ 0.75											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
I92041273	S	12/23/2020	01/27/2021	35	53619	54244	1	625	1.41 KVA	0	

Address: 102 FANNIN ST B TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901020900781480113	322	\$11.49	\$13.05	\$ 0.39	\$ 0.16	\$ 0.04	\$ 0.48	\$ 0.00	\$ 0.00	\$25.61
JAN 2021 Usage: 322 kWh Billed Demand: None Usage Charge: \$11.49 TDSP Charge: \$13.05 AGG. Charge: \$ 0.39										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
I89565591	S	12/23/2020	01/27/2021	35	21750	22072	1	322	1.22 KVA	0



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Address: 201 S ELM ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901022900023380107	1584	\$56.50	\$46.22	\$ 1.90	\$ 0.79	\$ 0.17	\$ 1.99	\$ 0.00	\$ 0.00	\$107.57	
JAN 2021 Usage: 1584 kWh Billed Demand: None Usage Charge: \$56.50 TDSP Charge: \$46.22 Agg. Charge: \$ 1.90											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189651822	S	12/23/2020	01/27/2021	35	97552	99136	1	1584	3.97 KVA	0	

Address: 824 ULRICH RD B TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901022900071610107	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
178496908	S	12/28/2020	01/28/2021	31	0	0	1	0	0 KVA	0

Address: 1240 ULRICH RD A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901022901386190118	8	\$ 0.29	\$ 4.81	\$ 0.01	\$ 0.00	\$ 0.01	\$ 0.10	\$ 0.00	\$ 0.00	\$ 5.22	
JAN 2021 Usage: 8 kWh Billed Demand: None Usage Charge: \$ 0.29 TDSP Charge: \$ 4.81 Agg. Charge: \$ 0.01											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192389581	S	12/28/2020	01/28/2021	31	2111	2119	1	8	.36 KVA	0	

Address: 1202 RUDOLPH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023800470460100	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192155081	S	12/28/2020	01/28/2021	31	22738	22738	1	0	0 KVA	0	

Address: 303 S PERSIMMON ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901023803418990100	128	\$ 4.57	\$ 7.94	\$ 0.15	\$ 0.06	\$ 0.02	\$ 0.24	\$ 0.00	\$ 0.00	\$12.98
JAN 2021 Usage: 128 kWh Billed Demand: None Usage Charge: \$ 4.57 TDSP Charge: \$ 7.94 Agg. Charge: \$ 0.15										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189846707	S	12/28/2020	01/28/2021	31	20324	20452	1	128	3.47 KVA	0

Address: 31530 CAPELLA CIR #1 TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023804784220100	852	\$30.39	\$98.64	\$ 1.02	\$ 0.43	\$ 0.21	\$ 2.54	\$ 0.00	\$ 0.00	\$133.23	
JAN 2021 Usage: 852 kWh Billed Demand: None Usage Charge: \$30.39 TDSP Charge: \$98.64 Agg. Charge: \$ 1.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189846518	S	12/28/2020	01/28/2021	31	75292	76144	1	852	12.99 KVA	0	

Address: 1200 RUDEL DR TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805430760100	10457	\$373.00	\$323.51	\$12.55	\$ 5.23	\$ 1.14	\$13.67	\$ 0.00	\$ 0.00	\$729.10	
JAN 2021 Usage: 10457 kWh Billed Demand: None Usage Charge: \$373.00 TDSP Charge: \$323.51 Agg. Charge: \$12.55											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190769400	S	12/28/2020	01/28/2021	31	15151	25608	1	10457	42.75 KVA	0	



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Address: 125 W HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805494380100	2880	\$102.73	\$1,373.55	\$ 3.46	\$ 1.44	\$ 2.42	\$29.03	\$ 0.00	\$ 0.00	\$1,512.63	
JAN 2021 Usage: 2880 kWh Billed Demand: None Usage Charge: \$102.73 TDSP Charge: \$1,373.55 Agg. Charge: \$ 3.46											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189892030	S	12/28/2020	01/28/2021	31	15425	15455	96	2880	205.44 KVA	0	

Address: 1240 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023805875270100	9480	\$338.15	\$163.63	\$11.38	\$ 4.74	\$ 0.82	\$ 9.84	\$ 0.00	\$ 0.00	\$528.56	
JAN 2021 Usage: 9480 kWh Billed Demand: None Usage Charge: \$338.15 TDSP Charge: \$163.63 AGG. Charge: \$11.38											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189871641	S	12/28/2020	01/28/2021	31	23263	23500	40	9480	19.2 KVA	0	

Address: 403 S CHESTNUT ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIH/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023806337950100	888	\$31.67	\$27.90	\$ 1.07	\$ 0.44	\$ 0.10		\$ 0.00	\$ 0.00	\$61.18	
JAN 2021 Usage: 888 kWh Billed Demand: None Usage Charge: \$31.67 TDSP Charge: \$27.90 Agg. Charge: \$ 1.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189660590	S	12/28/2020	01/28/2021	31	97791	98679	1	888	6.84 KVA	0	

Address: 300 1/2 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023807199680100	454	\$16.19	\$16.51	\$ 0.54	\$ 0.23	\$ 0.05	\$ 0.63	\$ 0.00	\$ 0.00	\$34.15	
JAN 2021 Usage: 454 kWh Billed Demand: None Usage Charge: \$16.19 TDSP Charge: \$16.51 AGG. Charge: \$ 0.54											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189658591	S	12/28/2020	01/28/2021	31	60889	61343	1	454	1.05 KVA	0	

Address: 301 1/2 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023807199720100	639	\$22.79	\$21.38	\$ 0.77	\$ 0.32	\$ 0.07	\$ 0.86	\$ 0.00	\$ 0.00	\$46.19	
JAN 2021 Usage: 639 kWh Billed Demand: None Usage Charge: \$22.79 TDSP Charge: \$21.38 AGG. Charge: \$ 0.77											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189655164	S	12/23/2020	01/27/2021	35	61313	61952	1	639	1.08 KVA	0	

Address: 802 S PINE ST A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023808507600100	38016	\$1,356.03	\$2,231.16	\$45.62	\$19.01	\$ 5.88	\$70.43	\$ 0.00	\$ 0.00	\$3,728.13	
JAN 2021 Usage: 38016 kWh Billed Demand: None Usage Charge: \$1,356.03 TDSP Charge: \$2,231.16 Agg. Charge: \$45.62											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189587938	S	12/23/2020	01/27/2021	35	36699	37095	96	38016	319.68 KVA	0	

Address: 13444 THEIS LN TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023809496590100	448	\$15.98	\$16.36	\$ 0.54	\$ 0.22	\$ 0.05	\$ 0.63	\$ 0.00	\$ 0.00	\$33.78	
JAN 2021 Usage: 448 kWh Billed Demand: None Usage Charge: \$15.98 TDSP Charge: \$16.36 Agg. Charge: \$ 0.54											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189625552	S	12/23/2020	01/27/2021	35	67585	68033	1	448	2.47 KVA	0	



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Address: 103 S SYCAMORE ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023810440180100	4	\$ 0.14	\$ 4.69	\$ 0.00	\$ 0.00	\$ 0.01		\$ 0.00	\$ 0.00	\$ 4.84	
JAN 2021 Usage: 4 kWh Billed Demand: None Usage Charge: \$ 0.14 TDSP Charge: \$ 4.69 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189668589	S	12/23/2020	01/27/2021	35	308	312	1	4	.03 KVA	0	

Address: 110 1/3 MARKET ST TOMBALL TX 77375-6642 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023810558740200	90.9091	\$ 3.24	\$ 8.82	\$ 0.11	\$ 0.05	\$ 0.02	\$ 0.21	\$ 0.00	\$ 0.00	\$12.45	
MAR 2020 Usage: 90.9091 kWh Billed Demand: None Usage Charge: \$ 3.24 TDSP Charge: \$ 0.00 Agg. Charge: \$ 0.11											
Meter #		Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
		E	03/11/2020	03/25/2020	14				90.9091		0
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 8.82 Agg. Charge: \$ 0.00											
Meter #		Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF

Address: 12411 HOLDERRIETH RD A TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023811137200100	129888	\$4,633.10	\$2,112.55	\$155.87	\$64.94	\$11.04		\$ 0.00	\$ 0.00	\$6,977.50	
JAN 2021 Usage: 129888 kWh Billed Demand: None Usage Charge: \$4,633.10 TDSP Charge: \$2,112.55 Agg. Charge: \$155.87											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190769787	S	12/23/2020	01/27/2021	35	38195	38646	288	129888	262.08 KVA	0	

Address: 501 JAMES ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023814217560103	63168	\$2,253.20	\$877.02	\$75.80	\$31.58	\$ 5.12	\$61.37	\$ 0.00	\$ 0.00	\$3,304.09	
JAN 2021 Usage: 63168 kWh Billed Demand: None Usage Charge: \$2,253.20 TDSP Charge: \$877.02 Agg. Charge: \$75.80											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190769654	S	12/23/2020	01/27/2021	35	43099	43757	96	63168	103.68 KVA	0	

Address: 28905 TOMBALL PKWY TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023816015800105	479	\$17.09	\$215.39	\$ 0.57	\$ 0.24	\$ 0.38	\$ 4.58	\$ 0.00	\$ 0.00	\$238.25	
DEC 2020 Usage: 479 kWh Billed Demand: None Usage Charge: \$17.09 TDSP Charge: \$215.39 Agg. Charge: \$ 0.57											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190768332	S	12/09/2020	01/12/2021	34	28505	28984	1	479	27.37 KVA	0	

Address: 11725 HOLDERRIETH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023817353470106	7440	\$265.38	\$182.96	\$ 8.93	\$ 3.72	\$ 0.73	\$ 8.80	\$ 0.00	\$ 0.00	\$470.52	
JAN 2021 Usage: 7440 kWh Billed Demand: None Usage Charge: \$265.38 TDSP Charge: \$182.96 Agg. Charge: \$ 8.93											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
165247486	S	12/23/2020	01/27/2021	35	23341	23527	40	7440	22.8 KVA	0	

Address: 110 MARKET ST B TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023817379080106	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 Agg. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189650623	S	12/23/2020	01/27/2021	35	8743	8743	1	0	0 KVA	0	



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Address: 201 S ELM ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023817669630106	2523	\$90.00	\$143.82	\$ 3.03	\$ 1.26	\$ 0.38	\$ 4.59	\$ 0.00	\$ 0.00	\$243.08	
JAN 2021 Usage: 2523 kWh Billed Demand: None Usage Charge: \$90.00 TDSP Charge: \$143.82 Agg. Charge: \$ 3.03											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189651823	S	12/23/2020	01/27/2021	35	84193	86716	1	2523	19.24 KVA	0	

Address: 15303 1/2 FM 2920 RD TOMBALL TX 77377 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023818001570106	1747	\$62.32	\$233.31	\$ 2.10	\$ 0.87	\$ 0.49	\$ 5.82	\$ 0.00	\$ 0.00	\$304.91	
DEC 2020 Usage: 1747 kWh Billed Demand: None Usage Charge: \$62.32 TDSP Charge: \$233.31 Agg. Charge: \$ 2.10											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189429036	S	12/09/2020	01/12/2021	34	61211	62958	1	1747	29.16 KVA	0	

Address: 217 S WALNUT ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901023900772210113	666	\$23.76	\$22.08	\$ 0.80	\$ 0.33	\$ 0.07	\$ 0.89	\$ 0.00	\$ 0.00	\$47.93	
JAN 2021 Usage: 666 kWh Billed Demand: None Usage Charge: \$23.76 TDSP Charge: \$22.08 Agg. Charge: \$ 0.80											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190812129	S	12/23/2020	01/27/2021	35	53721	54387	1	666	3.72 KVA	0	

Address: 102 FANNIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900303360109	51	\$ 1.82	\$ 5.92	\$ 0.06	\$ 0.03	\$ 0.01	\$ 0.15	\$ 0.00	\$ 0.00	\$ 7.99	
JAN 2021 Usage: 51 kWh Billed Demand: None Usage Charge: \$ 1.82 TDSP Charge: \$ 5.92 Agg. Charge: \$ 0.06											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189657228	S	12/23/2020	01/27/2021	35	11777	11828	1	51	.18 KVA	0	

Address: 30880 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900511820111	336	\$11.99	\$13.42	\$ 0.40	\$ 0.17	\$ 0.04	\$ 0.49	\$ 0.00	\$ 0.00	\$26.51	
JAN 2021 Usage: 336 kWh Billed Demand: None Usage Charge: \$11.99 TDSP Charge: \$13.42 Agg. Charge: \$ 0.40											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192122124	S	12/28/2020	01/28/2021	31	14167	14503	1	336	.86 KVA	0	

Address: 28106 CHRIS LN TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901024900546510111	588	\$20.97	\$78.73	\$ 0.71	\$ 0.29	\$ 0.16	\$ 1.96	\$ 0.00	\$ 0.00	\$102.82	
JAN 2021 Usage: 588 kWh Billed Demand: None Usage Charge: \$20.97 TDSP Charge: \$78.73 Agg. Charge: \$ 0.71											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192194457	S	12/28/2020	01/28/2021	31	92243	92831	1	588	10.2 KVA	0	

Address: 1414 E HUFSMITH RD TOMBALL TX 77375-4922 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890102500004460120	3234	\$115.36	\$96.25	\$ 3.88	\$ 1.62	\$ 0.34	\$ 4.09	\$ 0.00	\$ 0.00	\$221.54	
JAN 2021 Usage: 3234 kWh Billed Demand: None Usage Charge: \$115.36 TDSP Charge: \$96.25 Agg. Charge: \$ 3.88											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192322644	S	12/28/2020	01/28/2021	31	18863	22097	1	3234	8.97 KVA	0	



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Address: 27130 TOMBALL PKWY TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901041562896740100	12	\$ 0.43	\$ 4.90	\$ 0.01	\$ 0.01	\$ 0.01	\$ 0.11	\$ 0.00	\$ 0.00	\$ 5.47	
JAN 2021 Usage: 12 kWh Billed Demand: None Usage Charge: \$ 0.43 TDSP Charge: \$ 4.90 Agg. Charge: \$ 0.01											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189667525	S	12/23/2020	01/27/2021	35	1144	1156	1	12	.03 KVA	0	

Address: 28532 TOMBALL PKWY TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901041563029210100	2725	\$97.20	\$76.21	\$ 3.27	\$ 1.36	\$ 0.28	\$ 3.35	\$ 0.00	\$ 0.00	\$181.67	
JAN 2021 Usage: 2725 kWh Billed Demand: None Usage Charge: \$97.20 TDSP Charge: \$76.21 Agg. Charge: \$ 3.27											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189655135	S	12/23/2020	01/27/2021	35	18001	20726	1	2725	4.96 KVA	0	

Address: 709 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901041563031820100	145	\$ 5.17	\$ 8.40	\$ 0.17	\$ 0.07	\$ 0.02	\$ 0.26	\$ 0.00	\$ 0.00	\$14.09	
JAN 2021 Usage: 145 kWh Billed Demand: None Usage Charge: \$ 5.17 TDSP Charge: \$ 8.40 Agg. Charge: \$ 0.17											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189869332	S	12/23/2020	01/27/2021	35	15785	15930	1	145	.95 KVA	0	

Address: 707 SCHOOL TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563033865100	6771	\$241.52	\$404.99	\$ 8.13	\$ 3.39	\$ 1.06	\$12.70	\$ 0.00	\$ 0.00	\$671.79	
JAN 2021 Usage: 6771 kWh Billed Demand: None Usage Charge: \$241.52 TDSP Charge: \$404.99 Agg. Charge: \$ 8.13											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189886240	S	12/23/2020	01/27/2021	35	41347	48118	1	6771	56.62 KVA	0	

Address: 501 JAMES ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563033952100	5680	\$202.61	\$172.84	\$ 6.82	\$ 2.84	\$ 0.62	\$ 7.37	\$ 0.00	\$ 0.00	\$393.10	
JAN 2021 Usage: 5680 kWh Billed Demand: None Usage Charge: \$202.61 TDSP Charge: \$172.84 Agg. Charge: \$ 6.82											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189891428	S	12/23/2020	01/28/2021	36	16843	16985	40	5680	18.4 KVA	0	

Address: 800 S PINE ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563033995100	721	\$25.72	\$23.54	\$ 0.87	\$ 0.36	\$ 0.08	\$ 0.95	\$ 0.00	\$ 0.00	\$51.52	
JAN 2021 Usage: 721 kWh Billed Demand: None Usage Charge: \$25.72 TDSP Charge: \$23.54 Agg. Charge: \$ 0.87											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189869247	S	12/23/2020	01/27/2021	35	38189	38910	1	721	2.43 KVA	0	

Address: 802 S PINE TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563034000100	23328	\$832.11	\$1,306.06	\$27.99	\$11.66	\$ 3.50	\$41.98	\$ 0.00	\$ 0.00	\$2,223.30	
JAN 2021 Usage: 23328 kWh Billed Demand: None Usage Charge: \$832.11 TDSP Charge: \$1,306.06 Agg. Charge: \$27.99											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189587151	S	12/23/2020	01/27/2021	35	40711	40954	96	23328	186.24 KVA	0	



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Address: 925 S CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563036050100	17	\$ 0.61	\$ 5.02	\$ 0.02	\$ 0.01	\$ 0.01	\$ 0.11	\$ 0.00	\$ 0.00	\$ 5.78	
JAN 2021 Usage: 17 kWh Billed Demand: None Usage Charge: \$ 0.61 TDSP Charge: \$ 5.02 Agg. Charge: \$ 0.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
192176185	S	12/23/2020	01/27/2021	35	507	524	1	17	1.51 KVA	0	

Address: 401 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563501250100	40160	\$1,432.51	\$699.26	\$48.19	\$20.08	\$ 3.49	\$41.81	\$ 0.00	\$ 0.00	\$2,245.34	
JAN 2021 Usage: 40160 kWh Billed Demand: None Usage Charge: \$1,432.51 TDSP Charge: \$699.26 Agg. Charge: \$48.19											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
163009690	S	12/23/2020	01/27/2021	35	20163	21167	40	40160	86.8 KVA	0	

Address: 401 1/3 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563501250200	219	\$ 7.81	\$16.39	\$ 0.26	\$ 0.11	\$ 0.04	\$ 0.44	\$ 0.00	\$ 0.00	\$25.05	
JAN 2021 Usage: 219 kWh Billed Demand: None Usage Charge: \$ 7.81 TDSP Charge: \$16.39 Agg. Charge: \$ 0.26											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/23/2020	01/27/2021	35				61		0	
	S	12/23/2020	01/27/2021	35				158		0	

Address: 221 MARKET ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
1008901042563501740100	8000	\$285.36	\$370.66	\$ 9.60	\$ 4.00	\$ 1.08	\$12.88	\$ 0.00	\$ 0.00	\$683.58
JAN 2021 Usage: 8000 kWh Billed Demand: None Usage Charge: \$285.36 TDSP Charge: \$370.66 Agg. Charge: \$ 9.60										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
189722728	S	12/23/2020	01/27/2021	35	24965	25165	40	8000	51.2 KVA	0

Address: 151 S CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563502275100	3280	\$117.00	\$191.47	\$ 3.94	\$ 1.64	\$ 0.51	\$ 6.06	\$ 0.00	\$ 0.00	\$320.62	
JAN 2021 Usage: 3280 kWh Billed Demand: None Usage Charge: \$117.00 TDSP Charge: \$191.47 Agg. Charge: \$ 3.94											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189722729	S	12/23/2020	01/27/2021	35	6405	6487	40	3280	26 KVA	0	

Address: 215 W MAIN ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042563502300100	1259	\$44.91	\$82.62	\$ 1.51	\$ 0.63	\$ 0.21	\$ 2.51	\$ 0.00	\$ 0.00	\$132.39	
JAN 2021 Usage: 1259 kWh Billed Demand: None Usage Charge: \$44.91 TDSP Charge: \$82.62 Agg. Charge: \$ 1.51											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
190380963	S	12/23/2020	01/27/2021	35	10175	11434	1	1259	9.36 KVA	0	

Address: 105 N CHERRY ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564001570100	0	\$ 0.00	\$ 4.58	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.09	\$ 0.00	\$ 0.00	\$ 4.68	
JAN 2021 Usage: 0 kWh Billed Demand: None Usage Charge: \$ 0.00 TDSP Charge: \$ 4.58 AGG. Charge: \$ 0.00											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189845837	S	12/28/2020	01/28/2021	31	0	0	1	0	0 KVA	0	



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Address: 103 N ELM ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564001790100	474	\$16.91	\$17.04	\$ 0.57	\$ 0.24	\$ 0.05		\$ 0.00	\$ 0.00	\$34.81	
JAN 2021 Usage: 474 kWh Billed Demand: None Usage Charge: \$16.91 TDSP Charge: \$17.04 Agg. Charge: \$ 0.57											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189657644	S	12/28/2020	01/28/2021	31	37411	37885	1	474	1.3 KVA	0	

Address: 1519 HICKS ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564033030100	426	\$15.20	\$97.10	\$ 0.51	\$ 0.21	\$ 0.18	\$ 2.21	\$ 0.00	\$ 0.00	\$115.41	
JAN 2021 Usage: 426 kWh Billed Demand: None Usage Charge: \$15.20 TDSP Charge: \$97.10 Agg. Charge: \$ 0.51											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189845363	S	12/28/2020	01/28/2021	31	72285	72711	1	426	12.88 KVA	0	

Address: 1006 BAKER DR TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564105065100	800	\$28.54	\$25.58	\$ 0.96	\$ 0.40	\$ 0.09	\$ 1.05	\$ 0.00	\$ 0.00	\$56.62	
JAN 2021 Usage: 800 kWh Billed Demand: None Usage Charge: \$28.54 TDSP Charge: \$25.58 Agg. Charge: \$ 0.96											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189871640	S	12/28/2020	01/28/2021	31	2907	2912	160	800	6.4 KVA	0	

Address: 1331 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564506655100	2045	\$72.95	\$58.34	\$ 2.45	\$ 1.02	\$ 0.21	\$ 2.54	\$ 0.00	\$ 0.00	\$137.51	
JAN 2021 Usage: 2045 kWh Billed Demand: None Usage Charge: \$72.95 TDSP Charge: \$58.34 Agg. Charge: \$ 2.45											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189585975	S	12/28/2020	01/28/2021	31	33095	35140	1	2045	6.65 KVA	0	

Address: 1331 1/3 ULRICH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564506655200	632	\$22.54	\$35.30	\$ 0.76	\$ 0.32	\$ 0.09	\$ 1.04	\$ 0.00	\$ 0.00	\$60.05	
JAN 2021 Usage: 632 kWh Billed Demand: None Usage Charge: \$22.54 TDSP Charge: \$35.30 Agg. Charge: \$ 0.76											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	12/23/2020	01/27/2021	35				632		0	

Address: 615 E HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564508710100	116400	\$4,151.99	\$1,737.56	\$139.68	\$58.20	\$ 9.64		\$ 0.00	\$ 0.00	\$6,097.07	
JAN 2021 Usage: 116400 kWh Billed Demand: None Usage Charge: \$4,151.99 TDSP Charge: \$1,737.56 Agg. Charge: \$139.68											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189871643	S	12/28/2020	01/28/2021	31	45171	45656	240	116400	211.2 KVA	0	

Address: 1035 E HUFSMITH RD TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564514400100	60	\$ 2.14	\$ 6.16	\$ 0.07	\$ 0.03	\$ 0.01	\$ 0.16	\$ 0.00	\$ 0.00	\$ 8.57	
JAN 2021 Usage: 60 kWh Billed Demand: None Usage Charge: \$ 2.14 TDSP Charge: \$ 6.16 Agg. Charge: \$ 0.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189889790	S	12/28/2020	01/28/2021	31	6672	6732	1	60	1.3 KVA	0	



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Address: 13406 JULIA LN Tomball TX 77375-4193 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564582500100	547	\$19.51	\$79.41	\$ 0.66	\$ 0.27	\$ 0.16	\$ 1.95	\$ 0.00	\$ 0.00	\$101.96	
JAN 2021 Usage: 547 kWh Billed Demand: None Usage Charge: \$19.51 TDSP Charge: \$79.41 Agg. Charge: \$ 0.66											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189889791	S	12/28/2020	01/28/2021	31	61221	61768	1	547	10.46 KVA	0	

Address: 30203 WICKFORD DR TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
1008901042564624307100	114	\$ 4.07	\$ 7.59	\$ 0.14	\$ 0.06	\$ 0.02	\$ 0.23	\$ 0.00	\$ 0.00	\$12.11	
JAN 2021 Usage: 114 kWh Billed Demand: None Usage Charge: \$ 4.07 TDSP Charge: \$ 7.59 Agg. Charge: \$ 0.14											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
189462599	S	12/28/2020	01/28/2021	31	5610	5724	1	114	2.96 KVA	0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210GHA4200	348	\$12.41	\$45.25	\$ 0.42	\$ 0.17	\$ 0.09	\$ 1.09	\$ 0.00	\$ 0.00	\$59.43	
JAN 2021 Usage: 348 kWh Billed Demand: None Usage Charge: \$12.41 TDSP Charge: \$45.25 Agg. Charge: \$ 0.42											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				348		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210GHE4200	58	\$ 2.07	\$22.59	\$ 0.07	\$ 0.03	\$ 0.04	\$ 0.48	\$ 0.00	\$ 0.00	\$25.28
JAN 2021 Usage: 58 kWh Billed Demand: None Usage Charge: \$ 2.07 TDSP Charge: \$22.59 Agg. Charge: \$ 0.07										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	01/04/2021	02/03/2021	30				58		0

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210LHA4200	7676	\$273.80	\$776.22	\$ 9.21	\$ 3.84	\$ 1.64	\$19.60	\$ 0.00	\$ 0.00	\$1,084.31	
JAN 2021 Usage: 7676 kWh Billed Demand: None Usage Charge: \$273.80 TDSP Charge: \$776.22 Agg. Charge: \$ 9.21											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				7676		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210LHE4200	11514	\$410.70	\$3,442.89	\$13.82	\$ 5.76	\$ 6.25	\$74.91	\$ 0.00	\$ 0.00	\$3,954.33
JAN 2021 Usage: 11514 kWh Billed Demand: None Usage Charge: \$410.70 TDSP Charge: \$3,442.89 Agg. Charge: \$13.82										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	01/04/2021	02/03/2021	30				11514		0

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210LHS4200	798	\$28.46	\$238.61	\$ 0.96	\$ 0.40	\$ 0.43	\$ 5.19	\$ 0.00	\$ 0.00	\$274.05
JAN 2021 Usage: 798 kWh Billed Demand: None Usage Charge: \$28.46 TDSP Charge: \$238.61 Agg. Charge: \$ 0.96										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	01/04/2021	02/03/2021	30				798		0



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Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210PHA4200	2030	\$72.41	\$138.37	\$ 2.44	\$ 1.02	\$ 0.32	\$ 3.85	\$ 0.00	\$ 0.00	\$218.41	
JAN 2021 Usage: 2030 kWh Billed Demand: None Usage Charge: \$72.41 TDSP Charge: \$138.37 Agg. Charge: \$ 2.44											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				2030		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210PHE4200	812	\$28.96	\$160.63	\$ 0.97	\$ 0.41	\$ 0.30	\$ 3.64	\$ 0.00	\$ 0.00	\$194.91	
JAN 2021 Usage: 812 kWh Billed Demand: None Usage Charge: \$28.96 TDSP Charge: \$160.63 Agg. Charge: \$ 0.97											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				812		0	

Address: 927 S LIVE OAK TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210PHF4212	232	\$ 8.28	\$40.81	\$ 0.28	\$ 0.12	\$ 0.08	\$ 0.94	\$ 0.00	\$ 0.00	\$50.51
JAN 2021 Usage: 232 kWh Billed Demand: None Usage Charge: \$ 8.28 TDSP Charge: \$40.81 Agg. Charge: \$ 0.28										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	12/14/2020	01/18/2021	35				232		0

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210SHA4200	9222	\$328.95	\$372.50	\$11.07	\$ 4.61	\$ 1.03	\$12.37	\$ 0.00	\$ 0.00	\$730.53	
JAN 2021 Usage: 9222 kWh Billed Demand: None Usage Charge: \$328.95 TDSP Charge: \$372.50 AGG. Charge: \$11.07											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				9222		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210SHE4200	848	\$30.25	\$94.41	\$ 1.02	\$ 0.42	\$ 0.20	\$ 2.34	\$ 0.00	\$ 0.00	\$128.64
JAN 2021 Usage: 848 kWh Billed Demand: None Usage Charge: \$30.25 TDSP Charge: \$94.41 AGG. Charge: \$ 1.02										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	01/04/2021	02/03/2021	30				848		0

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210SHF4200	848	\$30.25	\$84.25	\$ 1.02	\$ 0.42	\$ 0.18	\$ 2.14	\$ 0.00	\$ 0.00	\$118.26	
JAN 2021 Usage: 848 kWh Billed Demand: None Usage Charge: \$30.25 TDSP Charge: \$84.25 Agg. Charge: \$ 1.02											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				848		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890107677210THA4200	7200	\$256.82	\$208.67	\$ 8.64	\$ 3.60	\$ 0.67	\$ 8.01	\$ 0.00	\$ 0.00	\$486.41
JAN 2021 Usage: 7200 kWh Billed Demand: None Usage Charge: \$256.82 TDSP Charge: \$208.67 Agg. Charge: \$ 8.64										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	01/04/2021	02/03/2021	30				7200		0



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32490677-4
Billing Date: Feb 08, 2021

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Current Readings

CITY OF TOMBALL - 3043

Key: (S) = Standard Read (C) = Cancel Read (F) = Final Read (R) = Rebill (E) = Estimate

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567											
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total	
100890107677210THE4200	1920	\$68.49	\$145.86	\$ 2.30	\$ 0.96	\$ 0.33	\$ 3.94	\$ 0.00	\$ 0.00	\$221.88	
JAN 2021 Usage: 1920 kWh Billed Demand: None Usage Charge: \$68.49 TDSP Charge: \$145.86 Agg. Charge: \$ 2.30											
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF	
	S	01/04/2021	02/03/2021	30				1920		0	

Address: 927 S LIVE OAK ST TOMBALL TX 77375 Energy Rate \$ 0.03567										
ESIID/ UAN	kWh	Energy Charge	TDSP Charge	AGG Fee	Congestion Surcharge	PUC	GRT	Sales Tax	Other	Total
100890108188910LHE4209	418	\$14.91	\$125.66	\$ 0.50	\$ 0.21	\$ 0.23	\$ 2.73	\$ 0.00	\$ 0.00	\$144.24
JAN 2021 Usage: 418 kWh Billed Demand: None Usage Charge: \$14.91 TDSP Charge: \$125.66 Agg. Charge: \$ 0.50										
Meter #	Type	Begin Date	End Date	# Days	Begin Read	End Read	Mult	kWh	Demand	PF
	S	12/14/2020	01/18/2021	35				418		0



CITY OF TOMBALL
501 JAMES ST
TOMBALL TX 77375

Account Number: 137571-2
Invoice Number: 32490677-4
Billing Date: Feb 08, 2021

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Current Monthly Charges

Energy Charges

Metered/Unmetered Charges	644,338.91 KWH	\$22,983.60	\$22,983.60
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Transmission and Distribution Charges

Transmission and Distribution Charges		\$22,809.23	\$22,809.23
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Aggregator Charge

Aggregator Fee	644,338.91 KWH	\$773.24	\$773.24
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Congestion Surcharge

Congestion Surcharge	644,338.91 KWH	\$322.16	\$322.16
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Regulatory Charges

Public Utility Assessment		\$74.55	\$587.36
Texas Gross Receipts		\$512.81	

Other Charges and Adjustments

Other ESIID Charges/Credits	\$ 0.00	\$ 0.00
Other ESIID Taxes	\$ 0.00	

Total Current Monthly Charges

\$47,475.59

Prior Balance and Payments

\$ 0.00

Total Amount Due

\$47,475.59

Texas Gross Receipts: state fees administered by the Texas Comptroller of Public Accounts
PUC: fee administered by the Public Utility Commission used to finance the Commission

* These fees have always been applied by Energy Providers but were not typically displayed separately on bills prior to electric market deregulation

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

Adopt, on Second Reading, Ordinance 2021-19, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas, Section 44-164, Parking Restricted on Certain Streets, of Division 2, Prohibited. Restricted on Certain Streets, of Article V, Stopping, Standing and Parking, of Chapter 44, Traffic and Vehicles, Establishing a “No Parking, Stopping or Standing” Zone on the North Side of FM 2920 beginning approximately 150 Feet East of Tomball Cemetery Road, Extending East approximately 885 Feet to approximately 1,560 Feet West of Park Road; Providing a Penalty in an Amount Not to Exceed \$200 for Each Violation Hereof; and Providing for Severability; and Making Findings Related Thereto.

Background:

In early March, staff was made aware of a traffic hazard along FM 2920 near Arbor Gate; patrons of Arbor Gate were parking along both sides of FM 2920 creating a traffic hazard to vehicles traveling east and west, as well as to the pedestrians crossing a busy road.

Staff has worked with the owners of Arbor Gate to determine the best solution that would remedy the traffic hazards including additional officers working traffic and developing a parking plan. These remedies have proved inadequate to protect the public and Staff recommends establishing a “No Parking Zone” along the north side of FM 2920 to prevent pedestrians from crossing a busy road. The “No Parking Zone” will be implemented along FM 2920, between Tomball Cemetery Road and Park Road. Once the ordinance is adopted, TxDOT will place the signage along the right-of-way.

The recommended revisions to Section 44-164 are as follows:

It shall be unlawful for any person to park, stop or stand along the north side of FM 2920, beginning approximately 150 feet east of Tomball Cemetery Road, extending approximately 885 feet to approximately 1,560 feet west of Park Road.

Origination: Police Department

Recommendation:

Adopt Ordinance No. 2021-19 on Second Reading.

Party(ies) responsible for placing this item on agenda: Jeff Bert, Chief of Police

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	Doris Speer	6-10-2021	Approved by		
	Staff Member	Date		City Manager	Date

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, SECTION 44-164, PARKING RESTRICTED ON CERTAIN STREETS, OF DIVISION 2, PROHIBITED. RESTRICTED ON CERTAIN STREETS, OF ARTICLE V, STOPPING, STANDING AND PARKING, OF CHAPTER 44, TRAFFIC AND VEHICLES, ESTABLISHING A “NO PARKING, STOPPING OR STANDING” ZONE ON THE NORTH SIDE OF FM 2920 BEGINNING APPROXIMATELY 150 FEET EAST OF TOMBALL CEMETERY ROAD, EXTENDING **EAST APPROXIMATELY 885 FEET TO APPROXIMATELY 1,560 FEET WEST OF PARK ROAD; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING FINDINGS RELATED THERETO.**

* * * * *

WHEREAS, the City Council of the City of Tomball has determined that it is in the best interest of the health, safety and welfare of its citizens and the public as a whole, to establish the “No Parking, Stopping and Standing” zone specified in this ordinance;

WHEREAS, the City desires to prohibit parking stopping or standing on street designated below;
and

WHEREAS, the City Council wishes to effectuate the changes described in this ordinance as soon as possible; now, therefore,

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

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

Section 2. The City Council has determined that a “No Parking, Stopping or Standing” zone should be established along the north side of FM 2920 beginning approximately 150 feet east of Tomball Cemetery Road, extending west approximately 885 feet to approximately 1,560 feet west of Park Road and the necessary traffic control signage altered or implemented to effectuate the establishment of the “No Parking, Stopping or Standing” zone.

Section 3. The Code of Ordinances of the City of Tomball, Texas, Section 44-164 is amended by the addition of the language underscored below:

“Sec. 44-164. Parking restricted on certain streets.

It shall be unlawful for any person to park, stop or stand along the north side of FM 2920 beginning approximately 150 feet east of Tomball Cemetery Road, extending west approximately 885 feet to approximately 1,560 feet west of Park Road.”

Section 4. The Director of Public Works is directed to erect and place signs designating the above area as a “No Parking, Stopping or Standing” area.

Section 5. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$200. Each violation shall constitute a separate offense.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of 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.

Section 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF JUNE 2021.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF JUNE 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 21, 2021

Topic:
Adopt, on Second Reading, Ordinance No. 2021-20, an Ordinance of the City of Tomball, Texas Amending Its Code of Ordinances by Amending Section 32-45, Fingerprints, Photographs, of Article II, Permits, of Chapter 32, Peddlers and Solicitors, to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters

Background:
Following TPD’s recent audit for Best Practices, we were advised that neither TPD nor the CSO could use TPD’s accounts with Texas DPS and the FBI for fingerprinting and criminal history/background checks for vendor’s permits or tow drivers’ licenses. DPS advised that the City’s Ordinances were insufficient for the City Secretary’s Office or the Police Department to receive FBI approval for access to criminal history information for these purposes, so criminal history/background checks can be reviewed by the Tomball Police Department and applications approved by the Police Chief..

Amending Chapter 32 will provide the necessary language to allow the Tomball Police Department to continue receiving the results of FAST fingerprinting and conducting the required background checks for the Police Chief’s approval of these applications.

Ordinance No. 2021-20 amends Chapter 32 to meet the legislative and FBI requirements regarding access to criminal history information, referencing the statutes that allow access to receive national criminal history record information required to issue door-to-door solicitors, peddlers, and interstate sales permits. The former requirement for TPD to conduct fingerprinting and photographs of applicants is being eliminated, due to the new requirement to use a FAST facility.

Upon passage of Ordinance No. 2021-20, the City Secretary’s Office will once again be able to issue peddlers/solicitors’ permits, upon TPD approval.

Origination: City Secretary

Recommendation:

Adopt Ordinance No. 2021-20 on Second Reading

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	Doris Speer	6-1-2021	Approved by	
	Staff Member	Date		City Manager
				Date

ORDINANCE NO. 2021-20

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 32-45, FINGERPRINTS, PHOTOGRAPHS, OF ARTICLE II, PERMITS, OF CHAPTER 32, PEDDLERS AND SOLICITORS, TO REQUIRE FINGERPRINTING AND BACKGROUND CHECKS THROUGH THE FEDERAL BUREAU OF INVESTIGATIONS AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to require applicants for a permit under Chapter 32, Peddlers and Solicitors, to submit to a background check through the Federal Bureau of Investigations and the Texas Department of Public Safety as set forth in this ordinance; now therefore,

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by amending Section 32-45, Fingerprints, Photographs, of Article II, Permit, of Chapter 32, Peddlers and Solicitors, by deleting therefrom the language struck through below and adding thereto the language underscored below, Section 32-45 to read as follows:

“Section 32-45. – ~~Fingerprints, photographs~~ Background checks.

~~At the time of making application for a permit required by this article, the applicant shall submit to fingerprinting and photographing by the Chief of Police. This section is enacted pursuant to sections 411.122 and 411.087 of the Texas~~

Government Code, which authorizes the city to obtain criminal history record information maintained or indexed by the Federal Bureau of Investigation ("FBI") through the Texas Department of Public Safety ("DPS"). Each individual whose application for a license, permit or authorization or any renewal thereof is subject to subsection:

- (a) shall be required to provide a complete set of fingerprints from a Fingerprint Applicant Services of Texas ("FAST") facility using the City's FAST pass provided to the Applicant by the City and other identifying information to the official designated by the permitting, licensing or authorizing department, along with any applicable fee and any release or waiver forms required in order for the official to conduct a national background check through the FBI.

Upon receipt of the fingerprints and any applicable fee, the city is authorized to submit the fingerprints to the DPS for a search of the State's criminal history record, and the DPS is authorized to forward a set of the fingerprints to the FBI for a national criminal history check. The results of the FBI check will be returned to the DPS, which will disseminate the results of state and national criminal history checks to the city.

In addition, each applicant for a license, permit or renewal shall provide two photos of themselves."

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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

and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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

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 7TH DAY OF JUNE 2021.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF JUNE 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: June 21, 2021

Topic:

Adopt, on Second Reading, Ordinance No. 2021-21, an Ordinance of the City of Tomball, Texas, Amending Its Code of Ordinances by Amending Chapter 48, Vehicles For Hire, to Delete Article II, Taxicabs, in Its Entirety; Amending Section 48-177 Tow Truck Company Application, Renewal, of Division 2, Tow Truck Company License, of Article II Tow Trucks and Tows, to Remove the Requirement of a Tow Truck Company to Provide a Background Check on Its Drivers; Amending Section 48-192, Application, of Division 3 Tow Truck Driver’s Permit; of Article III, Tow Trucks and Tows; to Require Fingerprinting and Background Checks through the Federal Bureau of Investigations and the Texas Department of Public Safety; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Providing for Severability, Making Findings of Fact; and Providing for Other Related Matters.

Background:

Following TPD’s recent audit for Best Practices, we were advised that neither TPD nor the CSO could continue using TPD’s current accounts with Texas DPS and the FBI for fingerprinting and criminal history/background checks for this purpose; DPS advised that the City’s Ordinances were insufficient for the Police Department or CSO to receive FBI approval for access to criminal history information for taxi or tow truck drivers, for review and approval by the Police Chief.

Amending Chapter 48 will provide the necessary language to allow the Tomball Police Department to continue receiving results of F.A.S.T. fingerprinting and conducting the required background checks for the Police Chief’s approval of tow truck driver applications, to require that companies provide proof of their licensing and storage lot locations to the Tomball Police Department in order to participate in TPD’s rotation list, and to eliminate licensing requirements for taxi drivers and taxi companies.

Ordinance No. 2021-21 amends Chapter 48 to meet the legislative and FBI requirements regarding access to criminal history information, referencing the statutes that will allow access to receive national criminal history record information required to issue tow truck driver licenses. The current requirement for Tomball Police Department to conduct fingerprinting and photographing applicants will be eliminated, due to the new requirement to use a FAST facility. The requirement for a tow company to conduct and keep background checks is also eliminated, as it is an unnecessary requirement for tow companies, since TPD must perform its own background checks to complete the application process.

Licensing requirements for taxi/cab companies and drivers is removed entirely.

Upon passage of Ordinance No. 2021-21, the City Secretary’s Office will once again be able to issue tow truck drivers’ licenses.

Origination: City Secretary

Recommendation:

Adopt Ordinance No. 2021-21 on Second Reading

Party(ies) responsible for placing this item on agenda: Doris Speer, 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	Doris Speer	6-10-2021	Approved by	
	Staff Member	Date		City Manager
				Date

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 48, VEHICLES FOR HIRE, TO DELETE ARTICLE II, TAXICABS, IN ITS ENTIRETY; AMENDING SECTION 48-177 TOW TRUCK COMPANY APPLICATION, RENEWAL, OF DIVISION 2, TOW TRUCK COMPANY LICENSE, OF ARTICLE II TOW TRUCKS AND TOWS, TO REMOVE THE REQUIREMENT OF A TOW TRUCK COMPANY TO PROVIDE A BACKGROUND CHECK ON ITS DRIVERS; AMENDING SECTION 48-192, APPLICATION, OF DIVISION 3 TOW TRUCK DRIVER'S PERMIT; OF ARTICLE III, TOW TRUCKS AND TOWS; TO REQUIRE FINGERPRINTING AND BACKGROUND CHECKS THROUGH THE FEDERAL BUREAU OF INVESTIGATIONS AND THE TEXAS DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to require applicants for a Tow Truck Driver under Chapter 48, Vehicles for hire, to submit to a background check through the Federal Bureau of Investigations and the Texas Department of Public Safety as set forth in this ordinance; now therefore,

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by deleting therefrom, Article II, Taxicabs, in its entirety.

Section 3. The Code of Ordinances is further amended by amending Section 48-177, Tow Truck Company Application; Renewal, of Division 2, Tow Truck Company License, of

Article III, Tow Trucks and Tows, by deleting therefrom the language struckthrough below,

Section 48-177 to read as follows:

“Section. 48-177. - Tow truck company application; renewal.

(a) *Tow truck company application.* Any applicant for a tow truck company permit shall submit, on a form supplied by the City of Tomball, a verified application form containing or accompanied by the following:

- (1) The true trade name, true owner's name, address, and telephone number of the tow truck company. The company may be a sole proprietorship, partnership or corporation;
- (2) Number and types of tow trucks to be operated;
- (3) Name, address, and telephone number of the owner of the tow truck company, and if a corporation, the names, addresses, telephone numbers of owners holding more than ten percent of the shares of the corporation;
- (4) An agreement that the applicant will participate in the tow truck rotation list;
- (5) Proof of ownership, which shall mean the title with the owner's name, by the applicant of the tow truck to be used. Such ownership shall be verified at the time of application and quarterly thereafter by the police department and upon any renewal of insurance;
- (6) A detailed description of each tow truck proposed to be operated, including Texas tow truck license plate number;
- (7) A copy of the state-issued tow truck license (Cab Card);
- (8) The original certificate of insurance that lists public liability, property damage, and any and all other amounts as prescribed by the State of Texas which must show the City of Tomball as certificate holder. The original certificate will be returned to the owner after a photocopy has been made;
- (9) A photocopy of the vehicle storage facility license issued by the State of Texas which must include the physical address and phone number of the facility to be used. The VSF must be located within the

extraterritorial jurisdiction (ETJ) of the City of Tomball and must be publicly listed with local telephone companies; and

(10) Written proof that the VSF meets Texas Accessibility Standards.

(b) The chief of police shall inquire about the criminal convictions of the applicant or the applicant's drivers involving moral turpitude including burglary, theft, robbery, forgery, and perjury or relevant convictions that would reflect on the ability to operate a tow truck.

(c) Only one license may be issued to each tow truck company, and a person, partnership, or corporation may not own a controlling interest in another tow truck company.

(d) An annual license renewal which is applied for at least 20 days prior to the expiration of the license will be granted upon compliance with the provisions of this division. An applicant who has failed to renew or whose license has been revoked under this division is considered an initial applicant.

(e) The chief of police may, at any time, require additional information of an applicant or licensee to clarify items on the application.

(f) *Supplemental permit for additional tow trucks.*

(1) Where an owner has obtained a wrecker tow truck permit and thereafter desires to increase the number of wreckers tow trucks to be operated, he shall file a supplemental application with the director chief of police, setting forth his permit number and the fact that he desires to operate additional wreckers tow trucks, giving the make, model, vehicle identification number and state license number of each additional wrecker tow truck. He shall also pay a permit fee as currently established or as hereafter adopted by resolution of the city council from time to time for each additional wrecker tow truck and file a new insurance policy meeting the requirements of this article, covering the new wrecker tow truck.

(2) The chief of police shall examine such supplemental tow truck application, fee, and policy, and if the same are in order, the chief of police shall issue a supplemental permit covering the new tow truck.

(g) *Supplemental permit for substitute tow truck.* Whenever an owner wishes to discontinue the use of a tow truck during the period covered by his permit and replace it with another, he shall file an affidavit stating that he has discontinued using the tow truck covered by his permit, and desires to use another tow truck in its place. He shall attach a certificate from his insurer that such insurer has been notified thereof and agrees thereto. The chief of police shall then issue the owner

a supplemental permit at a cost as currently established or as hereafter adopted by resolution of the city council from time to time, which will cover the new tow truck and cause the description of the old tow truck to be eliminated from the original permit. In the affidavit, certificate from the insurer, and supplemental permit, the old and new tow truck shall be described by make, model, vehicle identification number, and state license number.

(h) *Driver records.* Each tow company must submit and maintain a list of operator/drivers who will be operating the tow trucks included on the company's license, along with their address, phone number, Texas driver's license number, ~~and a criminal background for each driver.~~ Drug related offenses, theft, assault, or crimes of moral turpitude can be grounds for denial. Each driver must possess a TDLR incident management license and submit to the city a copy of the license.”

Section 4. The Code of Ordinances is further amended by amending Section 48-192, Application, of Division 3, Tow Truck Driver’s Permit of Article III, Tow Trucks and Tows, by deleting therefrom the language struckthrough below and adding thereto the language underscored below, Section 48-192 to read as follows:

“Section 48-192. – Application.

(a) No person shall drive or operate any tow truck for the purpose of making rotation non-consent and or police directed/initiated tows in the City of Tomball unless such a person possesses a current, valid tow truck driver permit issued by the city secretary, nor shall any person allow, permit, or cause to be operated any tow truck for the purpose of making rotation or police initiated tows, either on his own account or in the employ of another. A violation of this section shall be a class C misdemeanor and is punishable as provided in section 1-14 of this Code, or by suspension.

(b) Each person desiring a tow truck driver permit shall submit an application to the city secretary on a form furnished by the city. On the application the applicant shall set forth:

- (1) The name and address of the applicant;
- (2) The applicant's date of birth, place of birth, sex, and each address where he has resided in the two years immediately preceding his application;

- (3) The name and address of each employer of the applicant and any businesses that the applicant has been engaged in during the two years immediately preceding the filing of the application;
- (4) Evidence that the applicant has operated a motor vehicle for at least six months immediately prior to the filing of the application;
- (5) Whether the applicant has been convicted of any criminal offense in this state or any other state or county preceding his application or has spent any time in jail or prison preceding his application due to a conviction for a criminal offense. If he has been convicted of any such offense or been in jail or prison, he shall set out the offense convicted of, the date of the conviction and the police, court, and case numbers of the case. ~~All applicants shall, in their application, authorize the police department to investigate as to whether the applicant has committed any criminal offense;~~
- (6) ~~The applicant shall also show the chief of police evidence~~ Evidence that he has a current license valid under state law for vehicles greater than one ton, issued by the state, ~~and shall complete a form allowing the chief of police and the police department to obtain information as to the applicant's driving record from the state and from any state which had issued the applicant a driver's license which was valid at any time within the two years immediately preceding the submission of the application;~~
- (7) Pursuant to Sections 411.122 and 411.087 of the Texas Government Code, which authorizes the city to obtain criminal history information maintained or indexed by the Federal Bureau of Investigation ("FBI") through the Texas Department of Public Safety ("DPS"), each applicant:
 - a. shall be required to provide a complete set of fingerprints from a Fingerprint Applicant Services of Texas ("FAST") facility using the City's FAST pass provided to the Applicant by the City and other identifying information to the official designated by the permitting, licensing or authorizing department, along with any applicable fee and any release or waiver forms required in order for the official to conduct a national background check through the FBI.

Upon receipt of the fingerprints and any applicable fee, the city is authorized to submit the fingerprints to the DPS for a search of the State's criminal history record, and the DPS is authorized to forward a set of the fingerprints to the FBI for a national criminal history check. The results of the FBI check will be returned to the DPS, which will disseminate the results of state and national criminal history checks to the city.

- (8) Such other information as the chief of police or his designee finds relevant; and
- (9) Two current photographs of the applicant.

(c) After the application has been completed, the applicant shall sign the application and shall execute a sworn affidavit that all matters stated in the application are true and correct.

~~(d) The applicant shall also provide the chief of police or his designee with evidence that he is at least 18 years of age and submit himself to be fingerprinted at a time and place designated by the chief of police or his designee."~~

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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

notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

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 7TH DAY OF JUNE 2021.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF JUNE 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

Adopt, on Second Reading, Ordinance No. 2021-22, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Section 10-445, General Standards, and Section 10-446, Specific Standards, of Division 3, Provisions for Flood Hazard Reduction, of Article VIII, Flood Damage Prevention of Chapter 10, Buildings and Building Regulations; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; making findings of fact; and providing for other related matters.

Background:

The City of Tomball Provisions for Flood Hazard Reduction are hereby amended to conform to Harris County's minimum standards, as presented to City Council in April. The amendments include:

- The mitigation of fill in both the one percent annual chance (100-year) and 0.2 percent annual chance (500-year) floodplain; and
- Requiring residential structures (including manufactured homes) to be either floodproofed or elevated to at least 1.5 feet above the one percent annual chance (100-year) base flood elevation or at the 0.2 percent annual chance (500-year) base flood elevation, whichever is higher.

Origination: Community Development Department

Recommendation:

Approval

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

Craig T. Meyers, P.E., Director of
Community Development

FUNDING (IF APPLICABLE)

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

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

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

Signed

Staff Member

Date

Approved by

City Manager

Date

ORDINANCE NO. 2021-22

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 10-445, GENERAL STANDARDS, AND SECTION 10-446, SPECIFIC STANDARDS, OF DIVISION 3, PROVISIONS FOR FLOOD HAZARD REDUCTION, OF ARTICLE VIII, FLOOD DAMAGE PREVENTION OF CHAPTER 10, BUILDINGS AND BUILDING REGULATIONS; 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.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, hereby finds that amending its flood damage prevention regulations as set forth herein is in the best interest of the health, safety and welfare of the citizens;

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

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

Section 2. Section 10-445, General Standards, of Division 3, Provisions for Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 10, Buildings and Building Regulations, of the Code of Ordinances of the City of Tomball, Texas is hereby amended to add the language underscored below and to delete the language struck through below.

“Sec. 10-445. - General standards.

In the flood-prone area, the following standards are required:

- (1) *Anchoring.*
 - a. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure

resulting from hydrodynamic and hydrostatic loads including the effects of buoyancy.

- b. All manufactured homes must likewise be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrostatic and hydrodynamic loads including the effects of buoyancy, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors. (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques.)
- (2) *Site drainage.* Drainage pathways are required around structures to guide floodwaters around such structures.
 - (3) *Construction materials and methods.*
 - a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.
 - c. All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - (4) *Utilities.*
 - a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
 - b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and

- c. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(5) *Standards for subdivisions.*

- a. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with the need to minimize flood damage;
- b. All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet floodplain development permit requirements of this article;
- c. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
- d. All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood damage; and
- e. Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be generated for subdivision proposals and other proposed developments which contain at least 50 lots or five acres (whichever is less).

(6) *Review of building permits.* Where elevation data is not available either through the flood insurance study, FIRM, or from another authoritative source (section 10-421(2)), applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, etc., where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

(7) *Mitigation of fill.* Fill in the ~~flood-prone~~ one percent annual chance (100-year) and 0.2 percent annual chance (500-year) floodplain area must be mitigated to ensure that the storage volume of such area is not diminished by development. A development permit applicant must

submit a fill mitigation analysis demonstrating that the proposed development, if constructed, will not result in a decrease in storage volume within the flood-prone area.”

Section 3. Section 10-446, Specific Standards, of Division 3, Provisions for Flood Hazard Reduction, of Article VIII, Flood Damage Prevention, of Chapter 10, Buildings and Building Regulations, of the Code of Ordinances of the City of Tomball, Texas is hereby amended to add the language underscored below.

“Sec. 10-446. - Specific standards.

- (a) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, floodproofed or elevated at least 1.5 feet above the one percent annual chance (100-year) base flood elevation or at the 0.2 percent annual chance (500-year) base flood elevation, whichever is higher. A registered professional engineer or land surveyor shall submit a FEMA elevation certificate to the floodplain administrator that verifies that the standard of this subsection is satisfied.
- (b) *Nonresidential construction.*
 - (1) New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either meet the specific standards for residential construction, or, together with attendant utility and sanitary facilities, shall:
 - a. Be floodproofed to at least 1.5 feet above the base flood level so that the structure is watertight with walls substantially impermeable to the passage of water;
 - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the official as set forth in section 10-421(3)b.;

- (2) Nonresidential structures that are elevated, not floodproofed, must meet the same standards for space below the lowest floor as described in subsection (d) of this section;
- (3) Applicants floodproofing nonresidential buildings are advised that flood insurance premiums may be based on rates that are greater than those established for buildings with the first floor elevated to the same level.
- (c) *Critical facility.* Construction of new critical facilities shall be, to the extent possible, located outside the limits of the flood-prone area. Construction of new critical facilities shall be permissible within the flood-prone area if no feasible alternative site is available. Critical facilities constructed within the flood-prone area shall have the lowest floor elevated, or the structure shall be floodproofed to an elevation at least 1.5 feet above the elevation of the 500-year (0.2 percent probability) flood event or three feet above the highest adjacent grade of the building site if flood elevation data is not available. Additionally, floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access to and from the critical facility must be assured under all circumstances. The city engineer will review and approve all plans for access routes for critical facilities located in the flood-prone area.
- (d) *Enclosures.* Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a professional engineer licensed in the state or must meet or exceed the following minimum criteria:
 - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (2) The bottom of all openings shall be no higher than one foot above grade.
 - (3) Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - (4) Below-grade crawlspaces shall be designed in accordance with FEMA Technical Bulletin 11-01, "Crawlspace Construction for

Buildings Located in Special Flood Hazard Areas," FIA-TB-11, or revisions to this document.

- (5) Below-grade crawlspaces are prohibited at sites where the velocity of floodwaters exceeds five feet per second.
- (6) All building utility systems within the crawlspace shall be elevated above base flood elevation or be designed so that floodwaters cannot enter or accumulate within the system component during flood conditions.
- (7) The interior of a crawlspace below the base flood elevation must not be more than two feet below the lowest adjacent exterior grade (LAG) and the height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation must not exceed four feet at any point.
- (8) Below-grade crawlspaces constructed in accordance with the requirements listed in this subsection (d) shall not be considered basements. However, applicants who construct buildings that have below-grade crawlspaces are hereby advised that such buildings may have higher flood insurance premiums than buildings that have crawlspaces with interior elevations at or above the lowest adjacent grade. In addition, the building design must include adequate provision for drainage from the crawlspace following a flooding event.

(e) *Manufactured homes.*

- (1) All manufactured homes to be placed or substantially improved on sites:
 - a. Outside of a manufactured home park or subdivision;
 - b. In a new manufactured home park or subdivision;
 - c. In an expansion to an existing manufactured home park or subdivision; or
 - d. In an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as the result of a flood;

shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at 1.5 feet

above the base flood elevation or at the 0.2 percent annual chance (500-year) base flood elevation, whichever is higher and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement.

- (2) Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within the flood-prone area that are not subject to the above manufactured home provisions shall be elevated so that either:
 - a. The lowest floor of the manufactured home is elevated at 1.5 feet above the base flood elevation or at the 0.2 percent annual chance (500-year) base flood elevation, whichever is higher; or
 - b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately designed foundation system to resist flotation, collapse, and lateral movement.
- (f) *Recreational vehicles.* Recreational vehicles placed on sites are required to either:
 - (1) Be on the site for fewer than 180 consecutive days;
 - (2) Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached additions; or
 - (3) Meet the requirements of subsection (e) of this section and the elevation and anchoring requirements for manufactured homes.
- (g) *Accessory structures.* Accessory structures shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters; shall be anchored to prevent floatation which may result in damage to other structures; and service utilities such as electrical and heating equipment shall be elevated or floodproofed.
- (h) *Breakaway walls.* Breakaway walls must be designed so that if carried downstream they will not cause damage to any other structure. Breakaway walls must have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of

breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by city or state codes) may be permitted only if a registered professional engineer certifies that the proposed design meets the following conditions:

- (1) Wall collapse shall result from a water load less than that which would occur during the base flood; and
- (2) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval)."

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

Section 5. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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 7th DAY OF JUNE, 2021.

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21st DAY OF JUNE, 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 7, 2021

Topic:

Appoint/Reappoint Members to the Tomball Economic Development Corporation Board of Directors for Terms Expired as of May 31, 2021.

Background:

The Tomball Economic Development Corporation Board terms for Gretchen Fagan, Chad Degges, and Steven Vaughan are due for appointment/reappointment. Each member has indicated a desire to continue serving on the TEDC Board. In addition, there is one open seat on the Board due to the resignation of Will Benson.

The city has received applications from the following individuals who have expressed an interest in serving on the Board:

Tiffany Fuller
Craig Bogner
Dennis Wilkins
Randy Parr

I would like to recommend the reappointment of the existing Board members and the appointment of one of the above applicants to fill Will Benson's unexpired term. Additional nominations will also be accepted at the Council meeting.

Origination: Mayor Fagan

Recommendation:

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

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>Doris Speer</u>	<u>6/1/2021</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

Separate Legal Entities Defined. These are boards that are recognized by the State as separate legal entities with their own Articles of Incorporation and By-Laws and are registered with the office of the Secretary of State and, in the case of the Hospital Board, are created by an act of the State Legislature and recognized as a separate governmental entity. These Boards include:

The Tomball Economic Development Corporation
The Tomball Regional Health Foundation.

Tomball Economic Development Corporation



Purpose: To promote economic development in the City of Tomball and to promote or develop municipal infrastructure related to the development or expansion of business enterprise.

Duties: Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Time Commitment: The time commitment varies somewhat, based on projects being undertaken. Normally, 6 meetings annually, typically the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Some outside reading and study will be required.

Members: Seven (7) members are appointed by the City Council. Each Director must reside within the City of Tomball. The Mayor and members of the Tomball City Council who are not members of the Corporation shall be ex-officio directors of the Corporation. The Mayor and the City Council of Tomball may appoint up to three individuals who meet the special qualifications as outlined in Section 3.09, to serve as ex-officio directors of the Corporation. Ex-officio directors shall be given notice of all meetings of the Board, may participate in discussions at Board meetings, but shall not be entitled to vote on matters considered by the Board.

Term: Two (2) year terms, which may be staggered, if so provided for by the Governing Body (the City of Tomball). Currently, terms are staggered.

Meetings: There are six (6) meetings annually, usually on the second Tuesday of the month, 5:30 p.m., in meetings of 1 to 2 hours duration; the annual meeting is in May. Other meetings are called at the discretion of the Board.

MEETING DATES

January 12, 2021

March 9, 2021

May 11, 2021

July 13, 2021

September 14, 2021

November 9, 2021

TIME

5:30 p.m.

LOCATION

City of Tomball

Council Chambers

401 W. Market Street

Tomball, TX 77375

NOTES

Fiscal Year is Oct. 1 to Sept. 30

November 2021—First regular meeting of the new fiscal year

- JANUARY -

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31						

- FEBRUARY -

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- MARCH -

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- APRIL -

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- MAY -

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- JUNE -

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- JULY -

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- AUGUST -

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- SEPTEMBER -

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- OCTOBER -

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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- NOVEMBER -

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- DECEMBER -

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 4/19/2021

Name: Tiffany Fuller

Phone: 713.560.4849

(Home)

Address: 722 Barbara Street

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell:

Email: hometownrealtor@tiffanyfuller.com

I have lived in Tomball 7* years. *Grew up and lived from 1986-2001, 2004

I am x am not a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Child of God, Wife, Mom, Friend, Community Member, Realtor

Professional and/or Community Activities: Tomball Chamber parade committee for the last 5 years, Tomball night and mystery shopper for the last two years. Volunteer events coordinator for the Tomball Pregnancy Center, served on the Tomball Business Women's Board for one year and member for 2 years. TISD Leadership Cohort 2019-2020 Tomball ISD principal partner, Tomball ISD CIT committee for the last 3 years at Decker Prairie, TISD Calendar Committee representing LES for 2 years. Attended and donated to the Education Foundation Gala, Host an annual Christmas market for my clients and community pulling local businesses in where relationships have been built to bring value to their businesses while providing awareness to my sphere. Created and partnered with Creekside Junior High and DPES to host a scavenger hunt to welcome new teachers to the district while partnering with local businesses to showcase their stores and services (they donated and participated to it even more of a success). Helped plant BCF-Tomball church from planning to praying and being committed to the hospitality team. Founded and lead HFBC-Cypress MOPS organization for two years, served on PTO board as family events coordinator for 3 years. Currently a member of the Leadership North Houston class.

Additional Pertinent Information/References:

Bruce Hillegeist, Clete Jaeger {current board member} Chance Brown {CB&A, Realtors Broker}
Mari Burton {Tomball Pregnancy Center}, Alan Breyer {BCF- Tomball}

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If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
☐ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

- ☐ Tomball Regional Health Foundation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- ☐ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

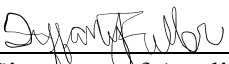
Non-profit Corporation Boards

- ☐ Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

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



Board Member Election on Disclosure

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☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

☒ personal email address

☒ cell or pager numbers not paid for by the City

___ emergency contact information

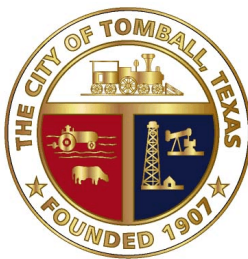
___ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 1/23/2021

Name: Craig Bogner

Phone: 832-715-6291

Address: 31226 Antiona Lane

Phone: 832-715-6291 (Home)

City/State/Zip Tomball Tx 77375

Cell: 832-715-6291 (Work)

Email: Craig@tomballgermanfest.org

I have lived in Tomball 1 years.

I am X am not ___ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Tomball Sister City. General Manager of the Tomball German Festivals

Professional and/or Community Activities: Past Chairman of the Chamber. Past Pres. of the Rotary club.
Member of the TMM Rodeo Comm. LNH Grad.

Additional Pertinent Information/References: _____

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If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- ☐ Planning & Zoning Commission
☐ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

☐ Tomball Regional Health Foundation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- ☐ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

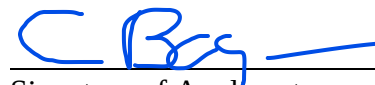
Non-profit Corporation Boards

- ☐ Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

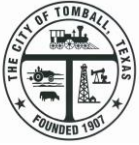
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

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



Board Member Election on Disclosure

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☒

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

☒ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☐

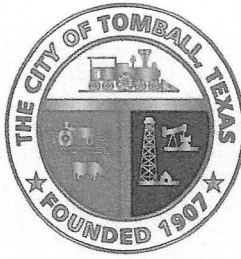
I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

4/23/2021

Date

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 5-6-2021

Name: DENNIS WILKINS

Phone: _____ (Home)

Address: 12515 FORT ISABELLA DR

Phone: 281 351 9355 (Work)

City/State/Zip TOMBALL TX 77375

Cell: 713 447 1930

Email: dennis@thewwtech.com

I have lived in Tomball 2 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: DIRECTOR OF SALE AT WOW TECHNOLOGIES

Professional and/or Community Activities: TOMBALL ROTARY CLUB, LEADERSHIP NORTH HOUSTON - CLASS XXVI, GTACC AMBASSADOR, VOLUNTEER - TOMBALL GERMAN FESTIVALS

Additional Pertinent Information/References: _____

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Meeting Information

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To Be Announced; Evenings

Separate Legal Entities

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Meeting Information

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Fourth Wednesday each month, 4 p.m.

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- ☐ Downtown Tomball Advisory Committee
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Meeting Information

As called

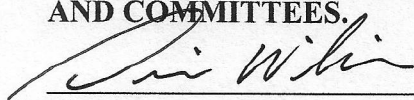
Non-profit Corporation Boards

- ☐ Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

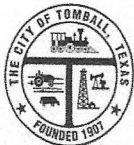
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Signature of Applicant

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401 Market Street
Tomball, TX 77375



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___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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Board Member's Signature

5-6-2021

Date

DENNIS WILKINS

Board Member's Printed Name



CITY OF TOMBALL

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Please Type or Print Clearly:

Date: MAY 18, 2021

Name: RANDALL F. PARR

Phone: 281-290-6117
(Home)

Address: 14101 SPRING PINES DRIVE

Phone: _____

City/State/Zip TOMBALL TX 77375

Cell: 281-924-3324
(Work)

Email: RF.PARR@OUTLOOK.COM

I have lived in Tomball 17 years.

I am X am not ___ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: RETIRED FIRE CHIEF; CONSULTING WITH AP TRIDON ON VARIOUS FIRE AND EMS PROJECTS ACROSS THE COUNTRY; CPA WITH A TAX PRACTICE FOCUSED ON TAX EXEMPT ORGANIZATIONS AND EMERGENCY SERVICES DISTRICTS.

Professional and/or Community Activities: ROTARY CLUB, ROTARY FOUNDATION (JUST APPOINTED), TREASURER - SAM HOUSTON STATE UNIVERSITY ALUMNI ASSOC., TREASURER - INSTITUTION OF FIRE ENGINEERS - USA BRANCH, TEXAS FIRE CHIEFS ASSOCIATION

Additional Pertinent Information/References: MY CAREER, PRIOR TO THE CITY OF TOMBALL,
WAS IN COMMERCIAL REAL ESTATE INCLUDING NINE YEARS AT
TRIMMER CROW COMPANY IN ALBUQUERQUE, PHOENIX AND HOUSTON.

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Decision-Making Boards and Commissions

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☐ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings,
usually on the second Tuesday of the
Month, 5:30 p.m.; the annual meeting is
in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

- ☐ Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- ☐ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

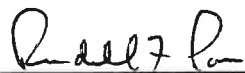
Non-profit Corporation Boards

- ☐ Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not
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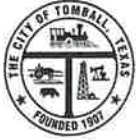
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Signature of Applicant

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☒ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

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Rudolf J. Lee
Board Member's Signature

May 18, 2021
Date

RANDALL F. PARR
Board Member's Printed Name

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

Consideration to approve Zoning Case P21-257: Request by HistoryMaker Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 19.33 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development (PD-17) District. The property is generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas.

- Conduct Public Hearing on Zoning Case P21-257
- Adopt, on First Reading, Ordinance No. 2021-17, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 19.65 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development (PD-17) District, said property being generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

City Staff recommends approval. Planning & Zoning Commission recommends approval (4-0)

Origination: HistoryMaker Homes

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: # _____

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

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

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 19.65 ACRES OF LAND LEGALLY DESCRIBED AS TRACTS 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) AND TRACT 14H-4 ABSTRACT 632 C N PILLOT, FROM THE SINGLE-FAMILY 20 ESTATE DISTRICT TO THE PLANNED DEVELOPMENT (PD-17) DISTRICT, SAID PROPERTY BEING GENERALLY LOCATED ON THE NORTH SIDE OF HOLDERRIETH ROAD AT 11922 HOLDERRIETH 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.

* * * * *

Whereas, HistoryMaker Homes has requested that approximately 19.65 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, generally located north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of the Planned Development (PD-17) District; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family 20 Estate District to the Planned Development (PD-17) District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Planned Development (PD-17) District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Planned Development (PD-17) District as described above.

Section 5. The Planned Development (PD-17) shall be subject to the following limitations, restrictions and covenants:

- A. Compliance with the Application, Regulations and Concept Plan. The granting of the Planned Development (PD-17) District shall be conditioned upon the proposed improvements and lands uses being located, constructed and conducted upon the Property in substantial compliance with the application for the Planned Development District (Exhibit "A"), Planned Development Regulations (Exhibit "B") and concept plan (Exhibit "C") made a part hereof for all purposes.
- B. The proposed walking path adjacent to the retention pond shall include lighting for the safety of the pedestrians;
- C. The perimeter of the development shall be screened with a fence.

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF JUNE 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

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 6TH DAY OF JULY 2021.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

Exhibit "A"
Application for Planned Development



RECEIVED (KC)
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Revised 5/19/15
P&Z #P21-257

**APPLICATION FOR
PLANNED DEVELOPMENT**
Community Development Department
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

Applicant

Name: BGE, Inc. (Contact: Andrew Lang) Title: Planner
Mailing Address: 10777 Westheimer Road, Ste. #400 City: Houston State: TX
Zip: 77042
Phone: (281) 558-8700 Fax: (281) 558-9701 Email: alang@bgeinc.com

Owner

Name: Karen M. Cox Title: _____
Mailing Address: 11922 Holderrieth Road City: Tomball State: TX
Zip: 77375
Phone: (281) 451-6080 Fax: () Email: kmc821@yahoo.com

Engineer/Surveyor (if applicable)

Name: BGE, Inc. (Contact: Bill Kotlan) Title: Director
Mailing Address: 1450 Lake Robbins Drive, Ste. #310 City: The Woodlands State: TX
Zip: 77380
Phone: (281) 210-5570 Fax: (281) 210-0141 Email: bkotlan@bgeinc.com

Description of Proposed Project: Townhome Development - Fee Simple for Sale

Physical Location of Property: 1/2 Mile west of intersection of Holderrieth Road and Huffsmith-Kohville Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS-14H, 14H1, 14H-1A, 14H-1B, 14H-2, 14H-3, & 14H-4 Abst. 632 CN Pilot
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 0440580000104 & 0440580000266 Acreage: 19.65 Ac.

Current Use of Property: Rural Residential

Proposed Use of Property: Townhome Development - SFR Fee Simple for Sale

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

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

X [Signature] 5/18/2021
Signature of Applicant Date

X [Signature] 5/18/2021
Signature of Owner Date

EXHIBIT A

EXHIBIT "A"

BEING 19.6454 acres out of the West 22.1454 acres of land in the C. N. Pillot Survey, Abstract 632, Harris County, Texas and being out of that certain 34.7173 acre tract of land described in deed dated August 9, 1979 and recorded under Harris County Clerk's File No. G196478, Official Public Records of Real Property, Harris County, Texas; said 19.6454 acres being more particularly described as follows:

COMMENCING at a point marking Southeast corner of said 34.7173 acre tract at the intersection of the North line of Holderrieth Road (60 feet wide) the West line of the Burlington Rock Island Railroad (100 feet wide);

THENCE South 80° 02' 34" West, 311.39 feet along the North line of said Holderrieth Road to a 5/8 inch iron rod found marking Southeast corner of said 22.1454 acre tract and the PLACE OF BEGINNING for herein described tract;

THENCE South 80° 02' 34" West, 671.45 feet in the North line of said Holderrieth Road to a 1/2 inch iron rod with a 3/4 inch iron pipe found marking the Southwest corner of said 22.1454 acres, and a 30 feet wide road easement;

THENCE North 18° 38' 19" West, 1463.65 feet along the center line of said road easement to a 1/2 inch iron rod set for the Northwest corner for herein described tract;

THENCE North 72° 23' 22" East, with the South line of a 2.5000 acre tract, part of said 22.1454 acre tract, 476.54 feet to a 1/2 inch iron rod set for corner;

THENCE South 25° 30' 00" East, with the Northeast line of said 22.1454 acre tract, 1567.68 feet to the PLACE OF BEGINNING containing 19.6454 acres of land.

HOLDERRIETH ROAD

PARCEL No. 23
METES AND BOUNDS DESCRIPTION
13,519 SQUARE FEET
(0.3104 ACRES)
C.N. PILLOT SURVEY, ABSTRACT No. 632
HARRIS COUNTY, TEXAS
Page 1 of 2

Being a 0.3104 acre tract of land situated in the C.N. Pilot Survey, Abstract No. 632, Harris County, Texas, said 0.3104 acre tract of land being a portion of a 22.1454 acre tract of land (by deed) deeded to Franklin L. Cox, Et Ux as recorded in Clerk's File No. M269425 of the Official Public Records of Real Property of Harris County, Texas, said 0.3104 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING (N=13,952,357.860, E=3,044,040.175) at a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southwest corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being the southeast corner of a 21.361 acre tract of land (by deed) deeded to Frank Leon Denina, Et Ux as recorded in Clerk's File No. E712621 of said Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of Holderrieth Road (a variable width right-of-way);

THENCE, North 21 degrees 06 minutes 31 seconds West, with the westerly line of said 22.1454 acre tract of land and with the easterly line of said 21.361 acre tract of land, a distance of 20.64 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed northerly right-of-way line of said Holderrieth Road;

THENCE, North 77 degrees 37 minutes 37 seconds East, with the proposed northerly right-of-way line of said Holderrieth Road, a distance of 668.55 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the easterly line of said 22.1454 acre tract of land;

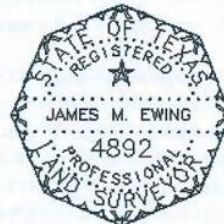
THENCE, South 27 degrees 58 minutes 12 seconds East, with the easterly line of said 22.1454 acre tract of land, a distance of 20.73 feet to a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southeast corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being in the southerly line of a 34.7173 acre tract of land (by deed) deeded to Trumix Concrete Company as recorded in Clerk's File No. G196478 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of said Holderrieth Road, from which a 3/4 inch iron rod found for reference bears North 40 degrees 13 minutes 46 seconds West, a distance of 0.56 feet;

Parcel No. 23
Page 2 of 2

THENCE, South 77 degrees 35 minutes 25 seconds West, with the southerly line of said 24.1454 acre tract of land and with the existing northerly right-of-way line of said Holderrieth Road, a distance of 670.99 feet to the **POINT OF BEGINNING** and containing 13,519 square feet or 0.3104 acres of land, more or less.

Notes:

- (1) This legal description is issued in conjunction with and based on the route survey by Gorrondona & Associates, Inc. Last certified December 14, 2018. Reference is hereby made to that survey as Part 1 of 2.
- (2) ROW markers along proposed line are a 5/8 inch iron rod set with cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings are referenced to the Texas Coordinate System, NAD-83, The South Central Zone 4204, all coordinates, distances and areas shown are surface values utilizing a surface scale factor of 1.000058726.



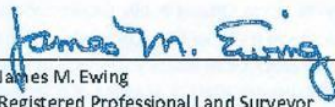

James M. Ewing
Registered Professional Land Surveyor
Texas Registration No. 4892
Texas Firm No. 10106902

EXHIBIT C



May 18, 2021

City of Tomball
Community Development Department – Planning Division
501 James Street
Tomball, Texas 77375

Re: Application for rezoning of +/- 19.33 acres located at 11922 Holderrieth Rd.

To whom it may concern,

HistoryMaker Homes is currently under contract to purchase +/- 19.33 acres at 11922 Holderrieth Rd., which is located near the northwest corner of the intersection of Holderrieth Rd. and the Burlington – Rock Island rail line, approximately 1.4 miles east of SH 249.

This property sits between new and existing Single-Family communities to the west and the railroad and new Business and Technology Park immediately to the east. As such, we believe that a higher density residential product is an ideal fit for this transitional location – a natural link between detached Single-Family and Light Industrial land uses.

HistoryMaker desires to introduce our attached, alley-served townhome product, which would require Planned Development Zoning. This is a for-sale product that comes in 3-pack, 4-pack, 5-pack and 6-pack building configurations, which will be thoughtfully placed within the site to promote a diverse and appealing street scene. This alley-served product provides an aesthetic advantage over traditional density product – so often overburdened by the garage on a front-loaded elevation.

Please review the attached materials for more information. Thank you for your consideration.

Sincerely,



Nicole C. Zimmermann
Director, Land Acquisition & Development
HistoryMaker Homes

Exhibit “B” Planned Development Regulations

COX TRACT PLANNED DEVELOPMENT DISTRICT

May 19, 2021

A. Introduction

1. Description of the Property

The subject property consists of 19.65 acres and is located in south Tomball at the southernmost portion of the city limits, along the north side of Holderrieth Road. The legal description of the property is shown on **Exhibit “A”**.

2. Description of Proposed Development

The proposed development will consist of single-family residential attached townhomes to be sold as fee simple lots and will include a mix of three-unit, four-unit, five-unit, and six-unit townhomes. All homes will have public street frontage with vehicular access provided by private alleys. This will allow for an enhanced streetscape and pedestrian environment. In addition, all yards and common areas will be maintained by the Homeowner's Association (HOA) which will ensure that the high-quality appearance of the community will be preserved. **Exhibit “B”** illustrates the proposed conceptual plan for the tract.

3. Description of the Area

The site is located west of the intersection of Huffsmith-Kohrville Road and Holderrieth Road, in an area that is beginning to experience significant development with the Tomball Business and Technology Park and Alexander Estates single family residential community currently under construction. The properties immediately to the north and east of the tract are currently undeveloped. The property to the west is currently being used for single family residential purposes.

4. Purpose

The purpose of the Planned Development is to allow for new or innovative concepts in land utilization not permitted in other zoning districts. In this case, the proposed district will allow for the development of a unique single-family residential housing option for the community.

5. Comprehensive Plan

The proposed PD is consistent with the goals established by the Comprehensive plan by providing a high-quality development that:

- Provides a wider range of residential options to meet the “life-cycle” housing needs of current and future Tomball residents.
- Provides quality design and long-term sustainability of newer residential areas.

- Provides a continued emphasis on Tomball's housing quality and options as a fundamental economic development advantage and benefit for current and prospective residents.

6. Applicability

To be eligible for a PD, a property must be at least four (4) acres in size. The subject tract consists of 19.65 acres.

B. Zoning and Land Use

1. Existing Zoning

The property is currently zoned as "Single Family 20 Estate District" (SF-20-E).

The City's Future Land Use Plan identifies the site as "Corridor Commercial".

The property is entirely within the Tomball Independent School District.

2. Permitted Use(s)

Single Family Attached Townhomes.

C. Design Standards

1. Height Regulations

Maximum Height: Main Buildings – Three (3) stories, not to exceed forty-five (45) feet.

Maximum Height: Accessory Buildings – One (1) story, not to exceed fifteen (15) feet.

2. Area Regulations

Minimum lot area: 1,800 square feet

Minimum lot width: Twenty (20) feet

Minimum lot depth: Eighty (80) feet

3. Size of Yard Regulations

Minimum Front Yard: Ten (10) Feet

Minimum Side Yard: Zero (0) feet for internal (attached) units. Five (5) feet for corner units.

Minimum Rear Yard: Fifteen (15) feet. The minimum rear yard where lots back on a designated arterial street shall not be less than twenty-five (25) feet. However, lots backing up to a twenty (20) foot alley shall have a ten (10) foot minimum rear yard.

4. Landscape Buffers

There shall be a minimum 25-foot-wide landscape buffer along Holderrieth Road.

5. Landscaping Requirements

Per section 50-113 of the Tomball Code of Ordinances.

6. Parking Requirements

Per section 50-112 of the Tomball Code of Ordinances.

7. Screening, Buffering, and Fencing Requirements

Per section 50-115 of the Tomball Code of Ordinances.

8. Building Requirements

Minimum Building Separation –Ten (10) feet for buildings with or without openings

9. Lot Requirements

Maximum lot coverage within the district shall be seventy-five (75) percent combined for main buildings and accessory buildings.

Minimum floor area per dwelling unit for the district shall be one-thousand four-hundred (1,400) square feet of heated and/or air-conditioned floor area per unit.

10. Additional Requirements

Maximum Dwelling Units per Acre: 20

Public Rights-Of-Way serving single-family residential uses within the district shall be permitted to be a minimum of fifty (50) feet wide.

Private Alleys providing vehicular access to single-family residential uses within the district shall be permitted and shall be a minimum of twenty (20) feet wide.

Building length: Buildings shall not exceed one hundred fifty (150) feet in length

D. Exhibits

- a. Metes and Bounds Description
- b. Conceptual Plan
- c. Letter of Intent
- d. Product Renderings

Exhibit “C”

Concept Plan



CONCEPTUAL LAND USE PLAN

HISTORYMAKER HOLDERRIETH

±19.6 ACRES OF LAND
TOMBALL, TEXAS
JUNE 11, 2021
BGE #8883



BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-558-8700



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JUNE 14, 2021
&
CITY COUNCIL
JUNE 21, 2021**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, June 14, 2021, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, June 21, 2021, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P21-250: Request by 3 ORB LLC c/o Lori Klein Quinn, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.27 acres of land legally described as Tracts 24M ABST 34 J House, from the Multi-Family District to the Commercial District. The property is generally located at the southwest corner of Rudel Road and Buvinghausen Road, within the City of Tomball, Harris County, Texas.

Zoning Case P21-257: Request by Historymaker Homes to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 19.33 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development (PD-17) District. The property is generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas.

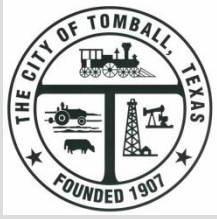
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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 **10th** day of **June 2021** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: June 14, 2021

City Council Public Hearing Date: June 21, 2021

Rezoning Case: P21-257

Property Owner(s): Karen M. Cox

Applicant(s): HistoryMaker Homes

Legal Description: Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot

Location: North side of Holderrieth Road at 11922 Holderrieth Road (Exhibit "A")

Area: 19.65 acres

Comp Plan Designation: Corridor Commercial (Exhibit "B")

Present Zoning and Use: Single-Family 20 Estate District (Exhibit "C") / Single-family residence (Exhibit "D")

Request: Rezone from the Single-Family 20 Estate District to the Planned Development (PD-17) District

Adjacent Zoning & Land Uses:

- North:** Single-Family 20 Estate District / Undeveloped
- South:** Agricultural District / Single-Family residences
- West:** Single-Family 20 Estate District / Single-family residence
- East:** Single-Family 20 Estate District / Undeveloped

BACKGROUND

City Staff met with the applicant to discuss the development of the subject site in March 2021. The applicant submitted a Rezoning Application for the Multi-Family District, however, after discussions with City Staff, it was determined the Planned Development District was a more appropriate district.

ANALYSIS

The subject site is approximately 19.65 acres located on Holderrieth Road, just west of the Burlington Northern railroad tracks. According to the Planned Development Application (Exhibit "E"), the applicant is proposing "single-family residential attached townhomes to be sold as fee simple lots and will include a mix of three-unit, four-unit, five-unit, and six-unit townhomes".

According to Section 50-80 (*Planned Development District*), the nature of a Planned Development District is to accommodate “planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., Single-Family, Multifamily, Duplex (Two-family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A PD Planned Development District may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts”.

Surrounding zoning districts in the area include Single-Family 20 Estate District to the north, west and east. Most of the south side of Holderrieth Road is outside the City limits of Tomball; however, there is one single-family residence zoned Agricultural District to the south of the subject site. Properties east of the railroad track are zoned Light Industrial include Houston Poly Bag and the TEDC Business and Technology Park. There is also a multi-family development on Holderrieth Road – HomeTowne at Tomball and an approved multi-family development, which was approved at the northeast corner of Holderrieth Road and SH 249 as part of Planned Development 8.

The property is designated as Corridor Commercial by the Comprehensive Plan Future Land Use Map. This category is intended for “predominantly nonresidential uses along high-traffic, regionally serving thoroughfares”. Appropriate land use types “include regional commercial, personal service offices, multi-family, retail, entertainment, dining, hotels, and brew pubs/distilleries. Planned Development Districts are an appropriate zoning district in this category.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 200 feet of the project site were mailed notification of this proposal on June 2, 2021. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

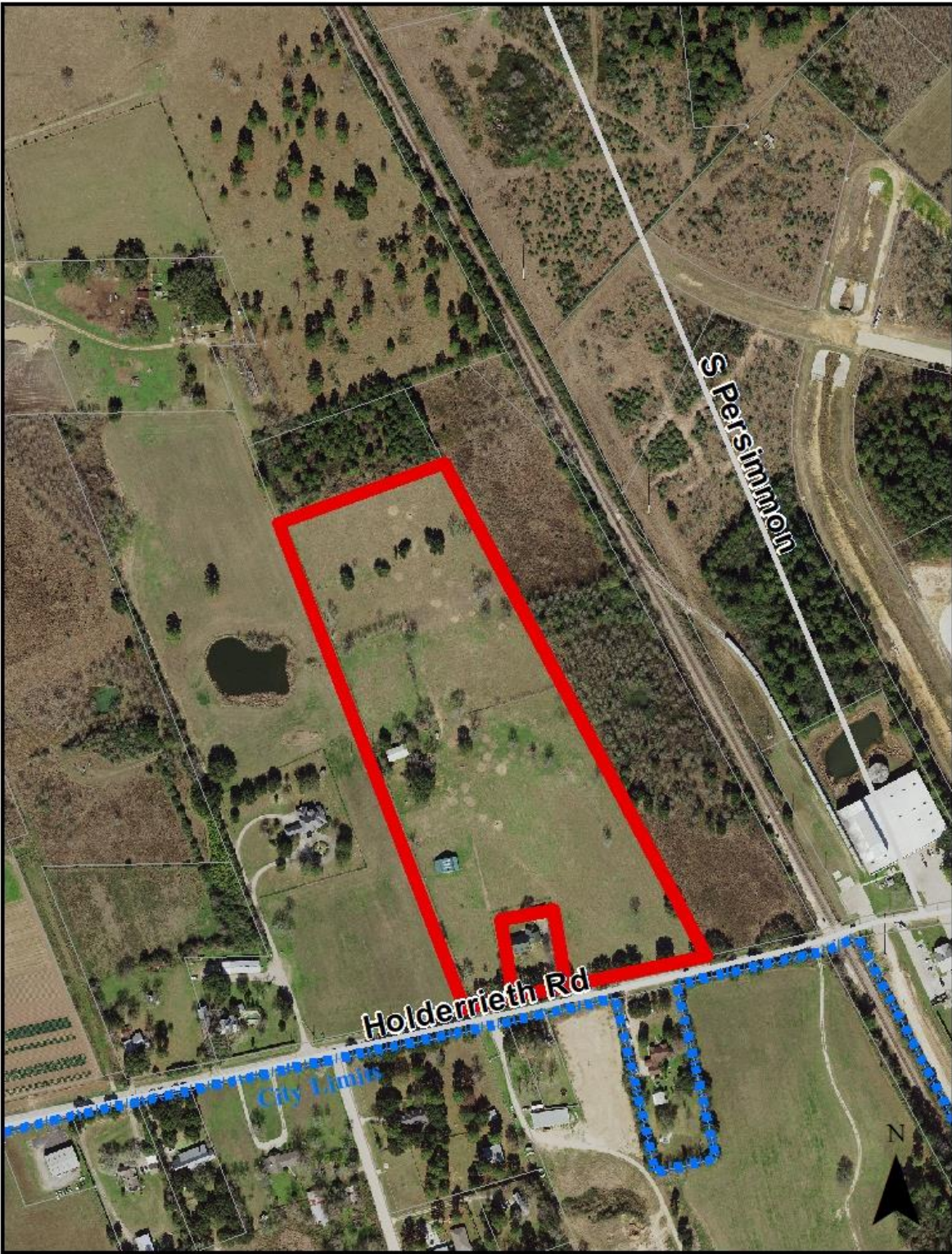
Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P21-257.

- The proposed rezoning is in conformance with the City’s Future Land Use Map.
- The proposed development meets the intent of the Planned Development District;
- There are two multi-family developments on Holderrieth Road in this area: HomeTowne at Tomball, which is developed on the northeast corner of Holderrieth Road and South Cherry Street, and another multi-family development was approved at the northeast corner of Holderrieth Road and SH 249 as part of a Planned Development (PD-8).

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Planned Development Application

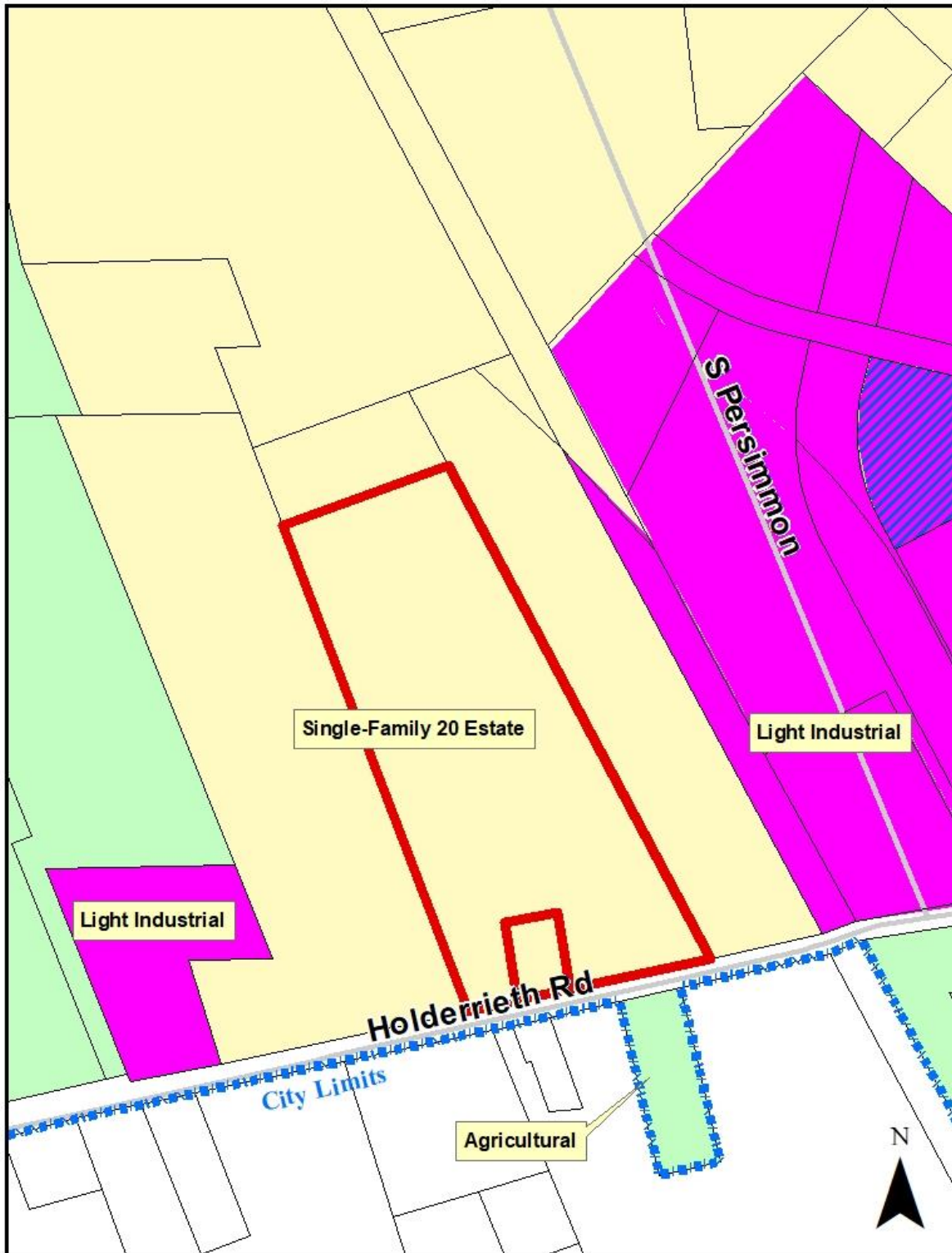
Exhibit "A"
Aerial Photo



**Exhibit “B”
Comprehensive Plan**



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E"

Planned Development Application



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Revised 5/19/15
P&Z #P21-257

APPLICATION FOR PLANNED DEVELOPMENT

Community Development Department
Planning Division

The PD, Planned Development, district is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multi-family, Duplex (Two Family), etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts.

No planned development shall be established and no building permit shall be issued for any use designated as a Planned Development within any zoning district until a Planned Development is approved and issued in accordance with the provisions of the Zoning Ordinance and Concept Plan.

The minimum acreage for a planned development request shall be four (4) acres.

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

Applicant

Name: BGE, Inc. (Contact: Andrew Lang) Title: Planner
Mailing Address: 10777 Westheimer Road, Ste. #400 City: Houston State: TX
Zip: 77042
Phone: (281) 558-8700 Fax: (281) 558-9701 Email: alang@bgeinc.com

Owner

Name: Karen M. Cox Title: _____
Mailing Address: 11922 Holderrieth Road City: Tomball State: TX
Zip: 77375
Phone: (281) 451-6080 Fax: (____) _____ Email: kmc821@yahoo.com

Engineer/Surveyor (if applicable)

Name: BGE, Inc. (Contact: Bill Kotlan) Title: Director
Mailing Address: 1450 Lake Robbins Drive, Ste. #310 City: The Woodlands State: TX
Zip: 77380
Phone: (281) 210-5570 Fax: (281) 210-0141 Email: bkotlan@bgeinc.com

Description of Proposed Project: Townhome Development - Fee Simple for Sale

Physical Location of Property: 1/2 Mile west of intersection of Holderrieth Road and Huffsmith-Kohrville Road
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TRS-14H, 14H1, 14H-1A, 14H-1B, 14H-2, 14H-3, & 14H-4 Abst. 632 CN Pilot
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 0440580000104 & 0440580000266 Acreage: 19.65 Ac.

Current Use of Property: Rural Residential

Proposed Use of Property: Townhome Development - SFR Fee Simple for Sale

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

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

X [Signature] 5/18/2021
Signature of Applicant Date

X [Signature] 5/18/2021
Signature of Owner Date

**COX TRACT
PLANNED DEVELOPMENT DISTRICT**

May 19, 2021

A. Introduction

1. Description of the Property

The subject property consists of 19.65 acres and is located in south Tomball at the southernmost portion of the city limits, along the north side of Holderrieth Road. The legal description of the property is shown on **Exhibit "A"**.

2. Description of Proposed Development

The proposed development will consist of single-family residential attached townhomes to be sold as fee simple lots and will include a mix of three-unit, four-unit, five-unit, and six-unit townhomes. All homes will have public street frontage with vehicular access provided by private alleys. This will allow for an enhanced streetscape and pedestrian environment. In addition, all yards and common areas will be maintained by the Homeowner's Association (HOA) which will ensure that the high-quality appearance of the community will be preserved. **Exhibit "B"** illustrates the proposed conceptual plan for the tract.

3. Description of the Area

The site is located west of the intersection of Huffsmith-Kohrville Road and Holderrieth Road, in an area that is beginning to experience significant development with the Tomball Business and Technology Park and Alexander Estates single family residential community currently under construction. The properties immediately to the north and east of the tract are currently undeveloped. The property to the west is currently being used for single family residential purposes.

4. Purpose

The purpose of the Planned Development is to allow for new or innovative concepts in land utilization not permitted in other zoning districts. In this case, the proposed district will allow for the development of a unique single-family residential housing option for the community.

5. Comprehensive Plan

The proposed PD is consistent with the goals established by the Comprehensive plan by providing a high-quality development that:

- Provides a wider range of residential options to meet the "life-cycle" housing needs of current and future Tomball residents.
- Provides quality design and long-term sustainability of newer residential areas.

- Provides a continued emphasis on Tomball's housing quality and options as a fundamental economic development advantage and benefit for current and prospective residents.

6. Applicability

To be eligible for a PD, a property must be at least four (4) acres in size. The subject tract consists of 19.65 acres.

B. Zoning and Land Use

1. Existing Zoning

The property is currently zoned as "Single Family 20 Estate District" (SF-20-E).

The City's Future Land Use Plan identifies the site as "Corridor Commercial".

The property is entirely within the Tomball Independent School District.

2. Permitted Use(s)

Single Family Attached Townhomes.

C. Design Standards

1. Height Regulations

Maximum Height: Main Buildings – Three (3) stories, not to exceed forty-five (45) feet.

Maximum Height: Accessory Buildings – One (1) story, not to exceed fifteen (15) feet.

2. Area Regulations

Minimum lot area: 1,800 square feet

Minimum lot width: Twenty (20) feet

Minimum lot depth: Eighty (80) feet

3. Size of Yard Regulations

Minimum Front Yard: Ten (10) Feet

Minimum Side Yard: Zero (0) feet for internal (attached) units. Five (5) feet for corner units.

Minimum Rear Yard: Fifteen (15) feet. The minimum rear yard where lots back on a designated arterial street shall not be less than twenty-five (25) feet. However, lots backing up to a twenty (20) foot alley shall have a ten (10) foot minimum rear yard.

4. Landscape Buffers

There shall be a minimum 25-foot-wide landscape buffer along Holderrieth Road.

5. Landscaping Requirements

Per section 50-113 of the Tomball Code of Ordinances.

6. Parking Requirements

Per section 50-112 of the Tomball Code of Ordinances.

7. Screening, Buffering, and Fencing Requirements

Per section 50-115 of the Tomball Code of Ordinances.

8. Building Requirements

Minimum Building Separation –Ten (10) feet for buildings with or without openings

9. Lot Requirements

Maximum lot coverage within the district shall be seventy-five (75) percent combined for main buildings and accessory buildings.

Minimum floor area per dwelling unit for the district shall be one-thousand four-hundred (1,400) square feet of heated and/or air-conditioned floor area per unit.

10. Additional Requirements

Maximum Dwelling Units per Acre: 20

Public Rights-Of-Way serving single-family residential uses within the district shall be permitted to be a minimum of fifty (50) feet wide.

Private Alleys providing vehicular access to single-family residential uses within the district shall be permitted and shall be a minimum of twenty (20) feet wide.

Building length: Buildings shall not exceed one hundred fifty (150) feet in length

D. Exhibits

- a. Metes and Bounds Description
- b. Conceptual Plan
- c. Letter of Intent
- d. Product Renderings

EXHIBIT A

EXHIBIT "A"

BEING 19.6454 acres out of the West 22.1454 acres of land in the C. N. Pillot Survey, Abstract 632, Harris County, Texas and being out of that certain 34.7173 acre tract of land described in deed dated August 9, 1979 and recorded under Harris County Clerk's File No. G196478, Official Public Records of Real Property, Harris County, Texas; said 19.6454 acres being more particularly described as follows:

COMMENCING at a point marking Southeast corner of said 34.7173 acre tract at the intersection of the North line of Holderrieth Road (60 feet wide) the West line of the Burlington Rock Island Railroad (100 feet wide);

THENCE South 80° 02' 34" West, 311.39 feet along the North line of said Holderrieth Road to a 5/8 inch iron rod found marking Southeast corner of said 22.1454 acre tract and the PLACE OF BEGINNING for herein described tract;

THENCE South 80° 02' 34" West, 671.45 feet in the North line of said Holderrieth Road to a 1/2 inch iron rod with a 3/4 inch iron pipe found marking the Southwest corner of said 22.1454 acres, and a 30 feet wide road easement;

THENCE North 18° 38' 19" West, 1463.65 feet along the center line of said road easement to a 1/2 inch iron rod set for the Northwest corner for herein described tract;

THENCE North 72° 23' 22" East, with the South line of a 2.5000 acre tract, part of said 22.1454 acre tract, 476.54 feet to a 1/2 inch iron rod set for corner;

THENCE South 25° 30' 00" East, with the Northeast line of said 22.1454 acre tract, 1567.68 feet to the PLACE OF BEGINNING containing 19.6454 acres of land.

HOLDERRIETH ROAD

PARCEL No. 23
METES AND BOUNDS DESCRIPTION
13,519 SQUARE FEET
(0.3104 ACRES)
C.N. PILLOT SURVEY, ABSTRACT No. 632
HARRIS COUNTY, TEXAS
Page 1 of 2

Being a 0.3104 acre tract of land situated in the C.N. Pilot Survey, Abstract No. 632, Harris County, Texas, said 0.3104 acre tract of land being a portion of a 22.1454 acre tract of land (by deed) deeded to Franklin L. Cox, Et Ux as recorded in Clerk's File No. M269425 of the Official Public Records of Real Property of Harris County, Texas, said 0.3104 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING (N=13,952,357.860, E=3,044,040.175) at a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southwest corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being the southeast corner of a 21.361 acre tract of land (by deed) deeded to Frank Leon Denina, Et Ux as recorded in Clerk's File No. E712621 of said Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of Holderrieth Road (a variable width right-of-way);

THENCE, North 21 degrees 06 minutes 31 seconds West, with the westerly line of said 22.1454 acre tract of land and with the easterly line of said 21.361 acre tract of land, a distance of 20.64 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the proposed northerly right-of-way line of said Holderrieth Road;

THENCE, North 77 degrees 37 minutes 37 seconds East, with the proposed northerly right-of-way line of said Holderrieth Road, a distance of 668.55 feet to a 5/8 inch iron rod with cap stamped "GORRONDONA" set for corner in the easterly line of said 22.1454 acre tract of land;

THENCE, South 27 degrees 58 minutes 12 seconds East, with the easterly line of said 22.1454 acre tract of land, a distance of 20.73 feet to a 5/8 inch iron rod with cap stamped "E.E. Coon" found for the southeast corner of said 22.1454 acre tract of land, said 5/8 inch iron rod with cap stamped "E.E. Coon" being in the southerly line of a 34.7173 acre tract of land (by deed) deeded to Trumix Concrete Company as recorded in Clerk's File No. G196478 of the Official Public Records of Real Property of Harris County, Texas, said 5/8 inch iron rod with cap stamped "E.E. Coon" also being in the existing northerly right-of-way line of said Holderrieth Road, from which a 3/4 inch iron rod found for reference bears North 40 degrees 13 minutes 46 seconds West, a distance of 0.56 feet;

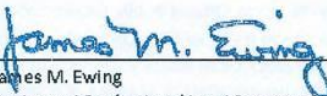
Parcel No. 23

Page 2 of 2

THENCE, South 77 degrees 35 minutes 25 seconds West, with the southerly line of said 24.1454 acre tract of land and with the existing northerly right-of-way line of said Holderrieth Road, a distance of 670.99 feet to the **POINT OF BEGINNING** and containing 13,519 square feet or 0.3104 acres of land, more or less.

Notes:

- (1) This legal description is issued in conjunction with and based on the route survey by Gorrondona & Associates, Inc. Last certified December 14, 2018. Reference is hereby made to that survey as Part 1 of 2.
- (2) ROW markers along proposed line are a 5/8 inch iron rod set with cap stamped "GORRONDONA" unless otherwise noted.
- (3) All bearings are referenced to the Texas Coordinate System, NAD-83, The South Central Zone 4204, all coordinates, distances and areas shown are surface values utilizing a surface scale factor of 1.000058726.


James M. Ewing
Registered Professional Land Surveyor
Texas Registration No. 4892
Texas Firm No. 10106902

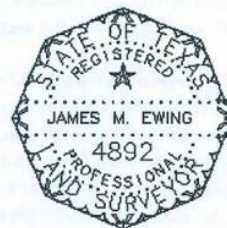


EXHIBIT C



May 18, 2021

City of Tomball
Community Development Department – Planning Division
501 James Street
Tomball, Texas 77375

Re: Application for rezoning of +/- 19.33 acres located at 11922 Holderrieth Rd.

To whom it may concern,

HistoryMaker Homes is currently under contract to purchase +/- 19.33 acres at 11922 Holderrieth Rd., which is located near the northwest corner of the intersection of Holderrieth Rd. and the Burlington – Rock Island rail line, approximately 1.4 miles east of SH 249.

This property sits between new and existing Single-Family communities to the west and the railroad and new Business and Technology Park immediately to the east. As such, we believe that a higher density residential product is an ideal fit for this transitional location – a natural link between detached Single-Family and Light Industrial land uses.

HistoryMaker desires to introduce our attached, alley-served townhome product, which would require Planned Development Zoning. This is a for-sale product that comes in 3-pack, 4-pack, 5-pack and 6-pack building configurations, which will be thoughtfully placed within the site to promote a diverse and appealing street scene. This alley-served product provides an aesthetic advantage over traditional density product – so often overburdened by the garage on a front-loaded elevation.

Please review the attached materials for more information. Thank you for your consideration.

Sincerely,



Nicole C. Zimmermann
Director, Land Acquisition & Development
HistoryMaker Homes



CONCEPTUAL LAND USE PLAN

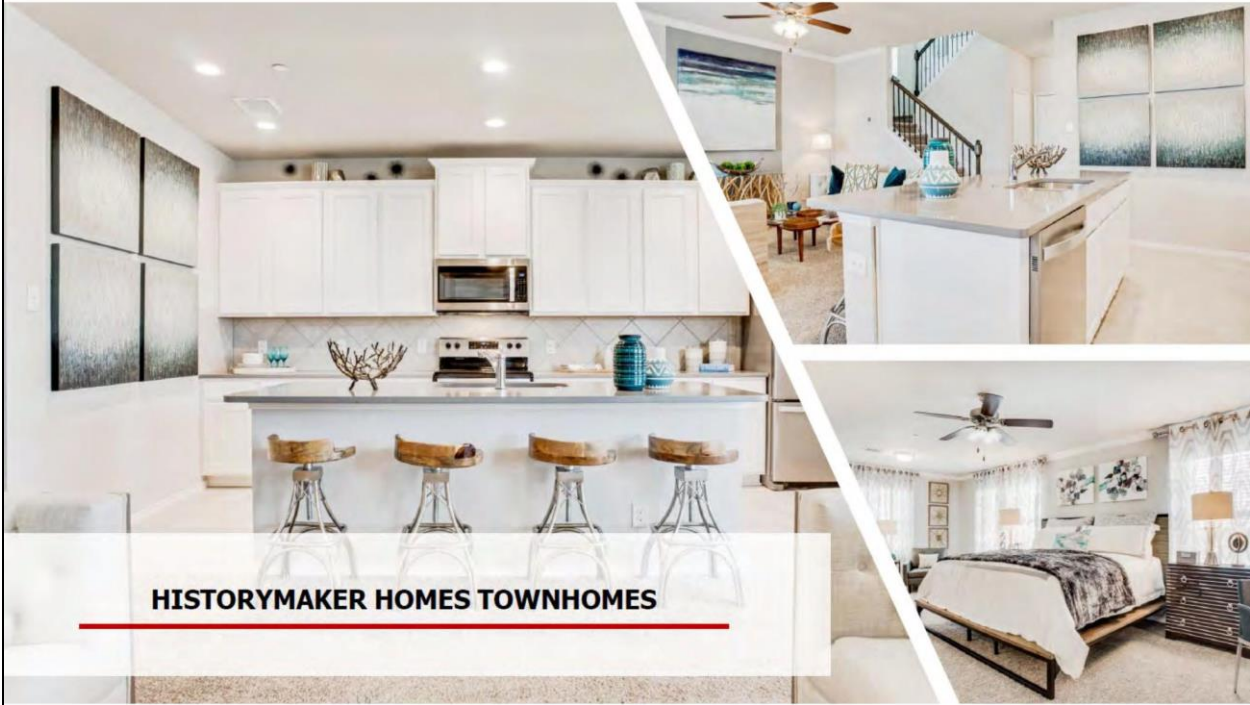
HISTORYMAKER HOLDERRIETH

±19.6 ACRES OF LAND
TOMBALL, TEXAS
JUNE 11, 2021
BGE #8883

BGE BGE, Inc.
10777 Westheimer, Suite 400
Houston, TX 77042
Tel: 281-558-8700
www.bgeinc.com

0 50 100 200





HISTORYMAKER HOMES TOWNHOMES

STREETSCAPE



Note: color selections subject to change

3 UNIT BUILDING



4 UNIT BUILDING



5 UNIT BUILDING



Note: color selections subject to change

6 UNIT BUILDING



Note: color selections subject to change

EXTERIOR



Note: color selections subject to change

INTERIOR



INTERIOR



ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



2020 Property Tax Statement
Web Statement

Statement Date:	May 19, 2021
Account Number	
	044-058-000-0104

Additional city sales tax reduced your city ad
valorem tax by: \$4.90



COX KAREN M
11922 HOLDERRIETH RD
TOMBALL TX 77375-7316

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	0	2,640	0.391160	\$10.33
Harris County Flood Control Dist	0	2,640	0.031420	\$0.83
Port of Houston Authority	0	2,640	0.009910	\$0.26
Harris County Hospital District	0	2,640	0.166710	\$4.40
Harris County Dept. of Education	0	2,640	0.004993	\$0.13
Lone Star College System	0	2,640	0.107800	\$2.85
City of Tomball	0	2,640	0.337862	\$8.92
Emergency Service Dist #8 (EMS)	0	2,640	0.097000	\$2.56

Property Description	
11922 HOLDERRIETH RD 77375 TRS 14H 14H-1 14H-1A 14H-1B 14H-2 & 14H-3 (AG-USE) ABST 632 C N PILLOT 18.8603 AC	
Appraised Values	
Land - Market Value	821,555
Impr - Market Value	0
Total Market Value	821,555
Less Capped Mkt Value	818,915
Appraised Value	2,640
Exemptions/Deferrals	
Farm Productivity	

Page: 1 of 1

Total 2020 Taxes Due By January 31, 2021:		\$30.28		
Payments Applied To 2020 Taxes		\$30.28		
Total Current Taxes Due (Including Penalties)		\$0.00		
Prior Year(s) Delinquent Taxes Due (If Any)		\$0.00		
Total Amount Due For May 2021		\$0.00		
Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2021	7%	\$0.00	\$0.00	\$0.00
By March 31, 2021	9%	\$0.00	\$0.00	\$0.00
By April 30, 2021	11%	\$0.00	\$0.00	\$0.00
By May 31, 2021	13%	\$0.00	\$0.00	\$0.00
By June 30, 2021	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2015 to 2020: Appraised Value 14%, Taxable Value 14%, Tax Rate -3%, Tax Bill 10%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

COX KAREN M
11922 HOLDERRIETH RD
TOMBALL TX 77375-7316

Make check payable to:

IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

Account Number
044-058-000-0104
Amount Enclosed
\$ _____

Web Statement - Date Printed: 05-19-2021

04405800001049 2020 000000000 000000000 000000000 000000000

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR
P.O. BOX 3547
HOUSTON, TEXAS 77253-3547
TEL: 713-274-8000



**2020 Property Tax Statement
Web Statement**

Statement Date:	May 19, 2021
Account Number	
	044-058-000-0266

Additional city sales tax reduced your city ad
valorem tax by: \$485.14



COX KAREN M
11922 HOLDERRIETH RD
TOMBALL TX 77375-7316

Taxing Jurisdiction	Exemptions	Taxable Value	Rate per \$100	Taxes
Harris County	299,224	51,896	0.391160	\$203.00
Harris County Flood Control Dist	299,224	51,896	0.031420	\$16.31
Port of Houston Authority	299,224	51,896	0.009910	\$5.14
Harris County Hospital District	299,224	51,896	0.166710	\$86.52
Harris County Dept. of Education	230,224	120,896	0.004993	\$6.04
Lone Star College System	80,000	271,120	0.107800	\$292.27
City of Tomball	90,000	261,120	0.337862	\$882.23
Emergency Service Dist #8 (EMS)	50,000	301,120	0.097000	\$292.09

Property Description	
11922 HOLDERRIETH RD 77375 TR 14H-4 ABST 632 C N PILLOT .7900 AC	
Appraised Values	
Land - Market Value	34,412
Impr - Market Value	340,588
Total Market Value	375,000
Less Capped Mkt Value	23,880
Appraised Value	351,120
Exemptions/Deferrals	
Residential Homestead (Multiple)	

Page: 1 of 1

Total 2020 Taxes Due By January 31, 2021:				\$1,783.60
Payments Applied To 2020 Taxes				\$1,783.60
Total Current Taxes Due (Including Penalties)				\$0.00
Prior Year(s) Delinquent Taxes Due (If Any)				\$0.00
Total Amount Due For May 2021				\$0.00
Penalties for Paying Late	Rate	Current Taxes	Delinquent Taxes	Total
By February 28, 2021	7%	\$0.00	\$0.00	\$0.00
By March 31, 2021	9%	\$0.00	\$0.00	\$0.00
By April 30, 2021	11%	\$0.00	\$0.00	\$0.00
By May 31, 2021	13%	\$0.00	\$0.00	\$0.00
By June 30, 2021	15%	\$0.00	\$0.00	\$0.00

Tax Bill Increase (Decrease) from 2015 to 2020: Appraised Value 8%, Taxable Value 9%, Tax Rate -3%, Tax Bill -10%.

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.



PAYMENT COUPON

COX KAREN M
11922 HOLDERRIETH RD
TOMBALL TX 77375-7316

Make check payable to:

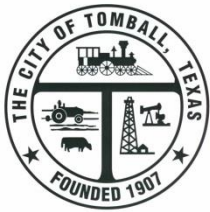
IF YOU ARE 65 YEARS OF AGE OR OLDER OR
ARE DISABLED AND THE PROPERTY
DESCRIBED IN THIS DOCUMENT IS YOUR
RESIDENCE HOMESTEAD, YOU SHOULD
CONTACT THE APPRAISAL DISTRICT
REGARDING ANY ENTITLEMENT YOU MAY
HAVE TO A POSTPONEMENT IN THE
PAYMENT OF THESE TAXES.

ANN HARRIS BENNETT
TAX ASSESSOR-COLLECTOR
P.O. BOX 4622
HOUSTON, TEXAS 77210-4622

Account Number
044-058-000-0266
Amount Enclosed
\$ _____

Web Statement - Date Printed: 05-19-2021

04405800002666 2020 0000000000 0000000000 0000000000 0000000000



Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P21-257

APPLICANT/OWNER: Historymaker Homes

LOCATION: Generally located on the north side of Holderrieth Road at 11922 Holderrieth Road, within the City of Tomball, Harris County, Texas

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 19.33 acres of land legally described as Tracts 14H, 14H-1, 14H-1A, 14H-1B, 14H-2 & 14H-3 (AG-USE) and Tract 14H-4 Abstract 632 C N Pillot, from the Single-Family 20 Estate District to the Planned Development (PD-17) District.

CONTACT: Amelia Lindley, City Planner

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



**Planning & Zoning Commission
Public Hearing:
Monday, June 14, 2021 6:00 PM**

**City Council Public Hearing:
*Monday, June 21, 2021 6:00 PM**

**The Public Hearings will be held in the
City Council Chambers, City Hall
401 Market Street, Tomball, Texas**

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

Paola Tavares

(please print)

Address:

11835 Holderness Rd

Tomball TX 77375

Signature:

Date:

6/12/21

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-257**. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P21-257**. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, June 14, 2021 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, June 21, 2021 @ 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

I do not agree with this development. Traffic is terrible as it is. Having townhomes causes constant movement of people which turns into increase crime rates. I firmly oppose the rezoning and building of the History Maker townhome community.

You may also comment via email to ALindley@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

Review City Strategic Plan FY 2020 – FY2022

Background:

Council receives annual updates on the City's progress in the Strategic Plan.

Origination: City Management

Recommendation:

Council review the Strategic Plan update.

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	<u>Jeff Bert</u>	Approved by	_____
	Staff Member		City Manager
	Date		Date

Strategic Plan FY2020 – FY2022



A LIVABLE CITY Strategic Initiative	Responsible Party	Action Strategies (Primary Assignment)	Status/Update
Continue beautification improvements in targeted areas including: • Four corners • Traffic Signal improvements throughout the city • City Street sign improvements/upgrades.	CDD, PW	• Implement alley improvements in downtown. • Create wayfinding program in downtown. • Enhance Four Corners with native and seasonal plantings; Christmas decorations. • Standardize street signs and placement for consistency across the City. • Entry Wayfinding / Welcome signs for major entrances. • Seeking grants to enhance south gateway to the City.	• Design for alley improvements is 90% completed. • Wayfinding program has not started. • Four Corners is enhanced and maintained by contracted landscapers on a quarterly basis. • Street Sign and pole replacement program – installation of breakaway poles and replace signs to standardize signage throughout the city – approximately 50% complete; project is stalled due to manpower. • Entry Wayfinding/Welcome Sign project has not started. • Staff working with consultants to apply for grant funding. • Funding allocated in FY 20/21 for Christmas decorations at Four Corners. • City Secretary’s Office to provide support for grant opportunities for special programs.
Develop a long-term plan for the development of the park and recreation programs: • Stovall Ball Park • Expansion of Community Center facilities • TISD programming partnerships for youth • Continue to explore grant opportunities for parks • Martin Park feasibility study • Programming for youth • Theiss Attaway Nature Center Master Plan.	PD, PW, MRKT	• Expand current operations of the Explorer Post 5451 program as well as the Annual Shop with a Cop. • Continue to work with Tomball Little League (TLL) to improve Wayne Stovall Park. • Retain a firm to conduct a feasibility study and cost analysis of developing Martin Park. • Applied for TPWD grant for Matheson Park.	• PD created a Community Relations Office run by Sgt. Cole in PD. YTD, Cole has responded to over 50 community events and problems. • Continue to grow Explorer program with 16 active members, and doubled the youth served by Shop with a Cop. • Updated the agreement with TLL (Spring 2020). • City staff recommends working with Talley Landscape Architects to conduct a feasibility study for Martin Park. • Per Council direction, Master Plan on hold for now. Continuing to maintain in current state. • TPWD approved grant and funding will occur in full in 2021; however, staff continues to maintain and improve park consistent with the Vision Document.

Meet with all Boards and Commissions annually to convey the Strategic Plan and their role in its implementation.	CSO	Hold Annual Boards & Commissions Appreciation Banquet.	2020 Boards and Commissions Banquet canceled; will reschedule for fall or schedule for 2022. - Marketing will hold a Volunteer's Banquet in late 2021.
Implementation of the Comprehensive Plan, incl. enhancements to Old Town Tomball.	CDD, PW	Enhance downtown alleys.	Staff held a joint Workshop with City Council and TEDC Board. Alleys in the 100 block of Main Street are 90 % designed with council direction to remove parking spots to accommodate sidewalks and protect trees. CSO – post required notices/agendas in compliance with Open Meeting Act (OMA).
Review, revise as necessary and continue to implement the Livable Centers Plan.	CDD	Execute the Livable Centers Downtown Plan projects.	- Alley enhancement and public parking lot project underway. While the 2009 Livable Centers Downtown Plan includes entry monumentation, dressing up downtown, and decorative benches, funding has yet to be allocated. - Consider utilizing the old RR museum site for additional downtown parking or expansion of the Depot Park.
Expansion of utilities and system-wide enhancements to future and underserved areas.	CDD, PW	- Implement and propose supplemental requests for Water and Wastewater Master Plan projects. - Develop Gas Distribution Master Plan - Study drainage basins for development of projects.	- Projects were selected in Water and Wastewater Impact Fee Study. - Medical Complex/Persimmon project construction began summer 2020; includes expansion of water, sewer, gas, and storm drainage. - Construction of drainage improvements along Persimmon with completion in summer 2021. - Requested funding in this year's budget for Gas Master Plan. - Staff applied for Community Development Block Grant (CDBG-MIT) funds to acquire right-of-way, design, and construct M121 E and improve Old Town drainage.
Continue to enhance public safety as the community grows.	PD, FD	- Ad three new SROs as well as continuing to hire and train new officers. - Develop comprehensive crime fighting and traffic mitigation strategies. - FD – Enhance the capability of the Prevention Division to achieve Department Goals and Objectives pertaining to the safety of the public in	- PD fully staffed for first time in 5 years. - Fall 2021, TISD will have 9 SROs (3 hired in FY 2020/21). - PD -Provided detectives much-needed crime fighting software for internet crimes. - PD -Continue to drive down violent crime and property crime below five-year average bucking national trend of crime increases. - PD - Deploy WAVE Units at locations at risk for burglaries. - PD - Complete regular traffic initiatives focusing on DWI and speeding. - PD - Deploy Skywatch towers out and close patrols in parking lots during periods of increased crime.

		the commercial built environment in the City. • FD – Increase the capability of the Operations Division to achieve Department Goals and Objectives for response times and firefighter safety. • FD – Complete Department Strategic Plan to address identified deficiencies • Continue to explore uses of Community Response Team. • Participate in Community Developmental Programs.	• FD – Continue the effort to inspect each commercial occupancy on an annual basis and implement measurable goals for workflow outputs for the Fire Marshal Division. • FD – utilize a 3rd party validation process to ensure we are meeting and exceeding a best practice model for emergency service excellence. • Continue to monitor the growth patterns of the community and work with our intergovernmental partners to ensure appropriate services are being delivered according to established benchmarks. • FD continues to monitor opportunities for CRT. • FD – Complete a SWOT analysis and develop a Strategic Plan based off the information learned. • PD and FD continue utilizing interns as potential job feeder pool and to develop young civic-minded individuals.
Implement drainage infrastructure improvement.	PW	• Complete M121W construction • Expansion of M118 channel/box(es) northward Lizzie Lane/Persimmon Street grant improvements. • Retain an engineering firm to perform drainage studies for the basins in Tomball and develop a Master Plan for each basin. • Obtain ROW for M121E.	• M121W construction completed in spring 2021. • M118 under construction with anticipated completion in fall, 2021. • Construction of drainage improvements along Persimmon with anticipated completion in summer 2021. • Staff looking at grant opportunities to fund drainage and master plan studies. • Staff applied for Community Development Block Grant (CDBG-MIT) funds to acquire right-of-way, design, and construct M121 E.
Study short/long term initiatives: • Review and prepare for surface water conversion requirements • Improve the City’s drainage ways including the prevention of storm water flow from the City’s drainage system into private detention facilities	Marketing, PW	• Work with NHCRWA on requirements and deadlines for surface water conversion. • Redirect drainage following from Winfro ditches away from Spring Pines subdivision. • Retain an engineering firm who specializes in gas distribution systems to conduct a master plan. • Create a Facility Assessment Document.	• Working with NHCRWA to harden requirements and deadlines. • Streets crews to begin surveying and re-ditching along Winfro and Limerick Ln in fall, 2021. • RFQ for gas engineering firms spring 2020; Kimley Horn selected. Staff requested funding for the Gas Master Plan in FY 21/22. • Facility Assessment Document is 90% complete. Pending tours of facilities in neighboring cities.

- Gas distribution master planning - City Facilities and City staffing level assessments - Establish a plan to assist in upgrades and enhancements to the Information Center.		- Meet with SCCHM to discuss goals and what we can do to help them succeed. - Survey other growing communities to find new ways to serve guests at the Information Center and at our depot museum attraction.	- Have not worked with SCCHM yet. - Currently painting a mural on Information Center Wall.
A CONNECTED CITY Strategic Initiative	Responsible Party	Action Strategies	Status/Update
Focus on improving the standards and connectedness of “Uptown” corridors.	CDD	Implement components of the Comprehensive Plan.	Projects need to be selected, funded and programmed into the Capital Improvement Program.
Continue the development of East/West Corridors including sidewalks and trails.	CDD, PW	Implement components of the Comprehensive Plan.	- Projects need to be selected, funded and programmed into CIP. - Considering trailhead parking and trail systems along drainage channels. - Medical Complex is currently under construction with completion estimated in fall of 2021 which includes sidewalks. - Agg Road between Cherry and Persimmon will be milled and overlayed in Summer 20/21.
Implement the H-GAC grant award for road improvements on FM 2920.	PW	Finalize AFA w/ TxDot.	Negotiations with TxDOT regarding City financial responsibilities to the project are pending.
Study feasibility of establishing a City-wide transportation circulator system	CM	All Aboard Tomball Circulator pilot.	Pending presentation and approval.
Enhance and improve messaging utilizing social media and other media available: - Include financial information and reporting - Add links to utility bills for the electric cooperative program	PD, Marketing, IT	- Post regularly scheduled videos containing information, crime tips, safety tips, and coverage of major events. (PD) - Provide current financial information such as debt capacity, budget capacity, and available funds. Capability is currently there when needed. - Highlight new developments.	- Marketing releases information and videos educating the community and informing them of upcoming events, safety tips, and major events. - PD utilizes City Facebook to give crime updates and information requests on a weekly basis. - City Website has earned the Transparency Star for Traditional Finances, as the website provides financial information to the citizens. Currently, information is being updated on the website to illustrate our most recent financial picture.

Youth intern opportunities in the community.		City to hire summer and seasonal interns.	- Created and released Tomball City Phone app which lists Tomball’s new and traditional attraction. - Two Life Path Program Interns sponsored by the IT Department in 2020. - City currently has 6 summer interns in 5 departments (PD, FD, PW, CDD, and Marketing).
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AN EFFECTIVE CITY Strategic Initiative	Responsible Party	Action Strategies	Status/Update
Establish Tomball Municipal Governance Academy: - To encourage volunteer participation - To establish a venue for learning more about Tomball City government.	All departments	City staff established program.	Class was scheduled to begin in April 2020 but was postponed due to coronavirus restrictions. Staff is restructuring for an October 2021 start.
Continue improvements on customer service issues and continuous process improvements.	All departments	- Strengthen PD recruitment campaign. - Re-implement VIP Program. - Re-implement family-based annual awards banquet based on providing effective customer service and job functions. - Conduct a pilot study of fixed base water and gas meter reading. - Enhance Public Information distribution - Increase Community involvement.	- PD speaks at TCOLE classes and job fairs, and as a result, PD is fully staffed with multiple applications submitted for each new hiring push. - VIP Program stalled during pandemic, but restarting in fall, 2021. - Scheduling an Awards Banquet for fall, 2021. - Progressing in Gas and Water Meter pilot study. - Moved the radio station (KTTF 95.3) transmitter to a central location to provide better regional service in and around Tomball. - Municode 10 implementation better allows the public to view Council minutes, agenda, and video. - We now utilize JustFOIA to centralize our open records and judicial records collection process, streamlining process for public access to City records. - CSO started on-line birth and death certificate ordering utilizing Vital Chek simplifying these records requests for the public and providing another way to request records, in addition to in-person and mail requests.
Enhance financial transparency while increasing cybersecurity.	Finance	- Keep information current on web-site; Continue to implement website link to Financial Transparency. - Initiate 2-way voice authentication on all wire transfers.	- At this writing, some of the information under the Financial Transparency link needs to be updated. - Working with IT staff to establish a policy based on best practices in cybersecurity and develop a review loop for money transactions.

Prepare a Five-Year Financial Management Plan to include: • Projections on growth of revenues • Projections on growth of services • Include development of an annexation plan ○ Identify potential areas for annexation. ○ Projections on costs-benefit of annexation.	All departments	• FD – Develop information regarding the financial impact of proposed annexations to ESD 15 and its ability to fund fire operations outside the City. • Revise/Update 5-Year Forecast from May, 2021 within the context of our current growth pattern.	• FD is working closely with ESD 15 to develop processes that ensures the financial impacts are beneficial to the ESD and the City with an appropriate cost sharing metric. • City Manager receives monthly report from all Department heads discussing measures of effectiveness. • PD and FD working on projection reports for growth of service. PD is working closely with TISD to ensure safe and effective deployment of SROs as TISD student body swells to over 19K students.
Prepare a comprehensive Utility Rate Study that takes into account needed capital improvements and any adjustments to rates to finance operations, projects and improvements.	Finance	• Conduct a comprehensive Utility Rate Study.	• Rate study completed 2018. Sewer rates adopted with the FY 21 Master Fee schedule, and sewer rate increases will commence in FY 20/21.
Develop an education program on the successes and stability of the financial management system of the City.	Finance	• Compile data, charter requirements, summary of fund balances, and articulate in laymen’s terms the financial strengths of the City.	• Finance Department presented at the Leadership Program in FY2020 City’s financial stability and strength. Working to prepare an ongoing education program that can be linked to the Transparency Star program.
Focus on technology and other improvements that will stabilize and/or reduce overall costs of operations.	All departments	• Expand use of digital plan review software. • Explore fixed-base meter reading for the water and gas utilities. • Update and review web security. • Update network system. • All Departments to utilize technology to cut costs and streamline business practices.	• CDD has gone to paperless inspections and plan reviews and hosts virtual meetings with our customers. • Currently in a pilot study for fixed-based water and gas systems. • Replaced virtual server environment with new technology that has improved performance, security, and storage capacity. • Replaced our firewall with new technology that will improve performance, security, and reporting. • All Departments host Zoom meetings for continued connectivity during the and after the pandemic.

			• HR transitioned to “paperless” for insurance benefits and City employee job application process. • Boards/Commissions’ meetings use video, auto-recording, and remote voting. • IT implemented VSAN virtual server and storage system to provide faster delivery of applications and room for data storage growth. • IT developed and implemented remote access portal to allow employees to work from home during pandemic for the safety of our employees while delivering full city services. • FD has further developed its use of mobile data terminals in the apparatus for ease of use and to provide critical information to the user.
Continue to update administrative and financial policies.	CSO, Finance	• Continue to review administrative policies, new legislation, fees, etc. to identify policies/fees requiring updates/amendments (CSO). • Review finance-related administrative and financial policies for possible revisions and updates (Finance).	• CSO - Notary Public Procedures, Policies and Prohibitions draft for Administrative Policy Handbook is ready for legal review, prior to presentation to Council. • CSO is drafting an official Records Management policy and an e-signature policy. • Currently revamping and streamlining the P-Card processes.
Establish succession-planning process to include organizational leadership development and involvement at all levels.	All departments	• Continue to identify potential employees and provide opportunities for them to learn and develop. • Establish City-wide training to help grow our employee’s leadership skills. • Continue cross-training and manual development. • Conduct a COT Leadership Academy. • Establish a PW Focus Group.	• CSO – Doris and Tracy are certified as Texas Registered Municipal Clerks; Sasha will be certified as a TRMC in Jan 2022 and Johnita will begin her certification process for TRMC in 2022. Doris and Tracy are Master Registrars; Sasha will enroll/certify in 2022; Johnita will also be eligible for Master Registrar Certification in 2023 (2 years’ as deputy required before entering program). Johnita to get Acknowledgement of Paternity certification in December 2021 at VSU annual seminar; all others re-certified annually. Cross-training continually, as situations occur and on daily basis. • Finance Director training and developing employee to oversee the TEDC. • FD is developing a Career Progression process that clearly lays out the steps to move forward into any position in the department.

			• COT Leadership Academy completed first year-long class in November 2019 and second class ended in November 2020. • CDD has promoted employees in three spots through succession planning, with nearly every role having a backup. • PD has created a Training Unit that meets with employees on an annual basis to map out career plans. • PD conducts regular cross training of staff (SRO to Detectives, Patrol to Air Support Tactical Flight Program, and Civilians in Dispatch and CSI). • HR is doing a year- long crossover training cycle and manual update • Finance- Christine achieved the CGFO (Certified Government Finance Officer) designation in the last two years. • PW Focus Group meeting monthly allowing field-level employees direct connection to management, new members elected bi-annually.
Ensure cost of administration of Public Improvement Districts (PIDS) are recovered from the district users.	Finance	• Execute Professional Services Reimbursement Payment Agreement. • Define cost allocation for management of PIDs.	• Reimbursement agreement done for Hines debt PID. • City cost allocation approved in Hines development. (\$60 per lot) • Need to determine percentage of City cost recovery as full cost recovery will not be possible with developers.
Establish a contingency plan to continue operations in the event of a downturn in the economy producing a downturn in revenues.	Finance	• Create financial models that include all of cash reserves, unrestricted funds, special revenue funds, etc. to quickly adjust as needed.	• Pending - Will implement in conjunction with the FY 22 Proposed Budget.

A STRONG CITY Strategic Initiative	Responsible Party	Action Strategies	Status/Update
Continue to invest in infrastructure improvements for the Business Park.	PW, CM	City hire contractors and engineering firm to build streets, drainage, sewer systems for the area.	Hoelscher's, Packers Plus, Bimbo Bakery and others have successfully opened with fully supportive City infrastructure.
Continue to partnership with hotel and tourism industry on joint marketing to promote growth.	CM, Marketing	Continue to cross-promote and look for new ways of increasing overnight stays.	City Manager, Marketing, and PD continue monthly meetings with Hotel management to discuss upcoming events, crime trends and ways to get "heads in beds."
Work with TEDC as a partner in economic development and strategic planning.	CM, CDD,PW	Collaborate on future annexations, growth, beautification, and infrastructure in the short and long term, considering the EDC not just as a funding source but as a collaborator.	• Worked together on the Brewery project from TEDC's attracting business to the City's service of business. • Working on growth and redevelopment of Old Town as an economic engine. • Still working on Persimmon and Medical Complex project to open more land to develop.
Study the feasibility for a policy for assessing HOT tax on short-term rental properties.		Consider feasibility for assessing HOT tax on short-term rental properties in COT.	No action taken on this initiative.
Seek out opportunities for encouraging young families to locate and/or relocate into Tomball: • Expansion of trails and sidewalk systems • Encourage a wide variety of housing options • Providing indoor activities for youth • Providing and updating amenities popular with young families (workout stations on trails, etc.)	PW, CDD, Marketing,	• Work within recently amended zoning to allow more flexibility for the construction of "patio homes." • Consider adding trails along drainage ways with trailhead parking areas. • Continue with sidewalk program to connect neighborhoods to schools and parks. • Install a G-gauge train in Depot. • Periodically stock Broussard Park and Theis Attaway Nature Center ponds with fish to allow for catch and release fishing.	• Patio homes are being developed in Tomball (40 foot wide lots with minimum 4,000 square foot lot). • Trails along drainage ways are referenced in the Tomball Comprehensive Plan, but no trails have been built yet. • Finalizing design of 100 block of Main street alley and sidewalk project. • Grand opening of Broussard Park in October 2020 with youth soccer programming to commence in fall 2020. Workout stations, play structures and fishing pier have been constructed. • G-gauge train installed and operational in Depot. • Ponds are surveyed annually to determine the health and quantities of fish species. Based on the survey, ponds are restocked as needed.

• G-gauge train • Kid fishing.		• Revitalize Matheson Park with addition of playground equipment, walking trails, pickle ball courts, and splash pad.	• Construction and development of Matheson Park and renovations to begin fall 2021.
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City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

Approve Contract for Dispatch System with Northwest Communications, Inc, in the amount of \$172,359.69 and authorize the Interim City Manager to execute the necessary documents.

Background:

The current Telex dispatch system is at the end of its life cycle (8 years old) and it is failing our officers and dispatchers. The police department alone has dropped an average of 280 transmissions/week over the last four weeks, meaning that when police or dispatch try to communicate with one another, the call is dropped and the calling party cannot be heard. The dispatch system is no longer supported by company upgrades and, in spite of several visits by licensed technicians over the last two years which cost the City over \$6,600, repairs are no longer adequately addressing failures in software. The Fire Department, too, experiences lapses in communication with Tomball Dispatch although their numbers of missed transmissions are less than PDs.

Public Safety personnel rely upon clear, consistent, reliable communication systems. This is particularly true in a police department that deploys one-man cars. For example, on June 12, 2021, Corporal Lopez's stopped a stolen vehicle, but none of his radio traffic regarding his stop location went through and he was alone on a felony stop for 6 minutes before backup arrived. Tomball officers' nearest backup is nearly always reached on the radio. Likewise, fire fighter safety is dependent upon dependable communication, as fire fighters, like police officers, have a multitude of complex, time sensitive requests depending on the size and nature of an incident.

A new Zetron Dispatch Console system will fix the current system issues by:
Zetron's ability to combine multiple technologies into a single interface.

- System redundancy for every end point, it can tolerate any single point of failure with no loss of service.
- Not tied to a specific technology which provides consistent, up-to-date interface to multiple radio technologies and manufacturers.
- High interoperability-compatible with all major radio interfaces (Motorola, Kenwood, EF Johnson, Harris...)
- Built-in Network Monitoring at each endpoint provides continuous feedback about status.
- Guarantee at least 2 software releases per year to provide access to new unlicensed features available (keeping our system current with changing technology).
- Superior user interface.
- Future ready and easily scalable up to 50 positions.

We have used Northwest Communications Inc. for years as a trusted, reliable partner and we have priced other radio systems. Purchasing falls under HGAC (purchasing cooperative) contract and does not require another public bid. Finally, the Zetron system meets needs of both PD and FD, includes all existing functionality and adds new functionality. The Zetron system is less expensive than its competitor, Motorola, offering by 20% or more, and offers a more fiscally responsible choice without compromising operational needs.

Origination: Police Department.

Recommendation:

Council approve the contract with Northwest Communications, Inc., for the amount of \$172,359.69, and authorize the Interim City Manager to execute the necessary documents.

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	<u>Jeff Bert</u>		Approved by	<u></u>	
	Staff Member	Date		City Manager	Date

NORTHWEST COMMUNICATIONS, INC.
 10818 Barely Lane, Suite B
 Houston, TX 77070-5909
 Phone: 281-890-4724
 www.nwradio.us

Estimate

Date	Estimate #
6/14/2021	19614

Customer
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Accts Payable Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Danny Arriaga

Ship To

NOT AN
INVOICE

Rep
KT

Quantity	Description	Rate	Total
	HGAC-RA05-18		
	Three position MAX Dispatch quote for Tomball PD, TX. Quote includes (3) Standard Workstation Bundles at Dispatch, equipped with individual call, tone signaling/paging and event recall software licenses, and MAX Fire Station Alerting to support 3 fire stations. For at the Fire Stations, quote includes (3) LED Firehouse Display Boards, (3) MAX Fire Station Gateways with (3) MRG to Tail Cables to tie into a stations PA system.		
3	905-0380 MAX Standard Workstation Bundle Position: Operator Workstation PC, Media Dock, Speakers & power supply. MAX Base Software License	10,500.00	31,500.00T
2	901-9715 MAX Central	3,451.40	6,902.80T
1	930-0231 Z-Node Manager	3,256.50	3,256.50T
1	930-0221 Block of 10 Radio Channel Licenses	651.50	651.50T
1	930-0237 IP Voice Logger Channel Block License	519.00	519.00T
3	802-2220 View Sonic, LCD, 22" WS Multi-touch Monitor	613.00	1,839.00T
3	802-0599 Display Port to DVI-D Adapter	51.00	153.00T
1	950-1142 Redundant 12VDC Power System - 20 devices	2,622.40	2,622.40T
2	950-1281 24 Port Managed Gigabit Rack Mount Switch	2,228.00	4,456.00T
1	950-1134 12VDC Power Distribution Panel w/416-0043 Fuse, 3 Amp (x16)	610.00	610.00T

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Estimate

Date	Estimate #
6/14/2021	19614

Customer		Ship To	
3	950-0588 Dual Unit Rack Mount Option	177.50	532.50T
5	901-9675 MAX Radio Gateway Conventional DB15	2,622.40	13,112.00T
5	930-0360 Radio Gateway EF Johnson Interface License	315.60	1,578.00T
10	709-8104-10 Radio Gateway to EFJ VM5000 Cable (10ft)	128.00	1,280.00T
3	950-1077 Dual Prong Headset Jackbox Option; Dual VolumeControl	885.70	2,657.10T
Thank you for the opportunity to give you an estimate!		Subtotal	
		Sales Tax (0.1%)	
		Total	

Tomball PD
 400 Fannin St
 Tomball, TX 77375
 Attn: Accts Payable

Tomball PD
 400 Fannin St
 Tomball, TX 77375
 Attn: Danny Arriaga

NOT AN INVOICE

Rep
KT

Quantity	Description	Rate	Total
3	950-0454 Wireless Headset, 6-Wire, Noise Canceling Plantronics CA12CD-S belt-mounted PTT pack, accepts Plantronics H-Series headset tops.	1,206.00	3,618.00T
9	802-0115 Headset Top, Noise Cancelling	127.00	1,143.00T
3	901-9731 Desktop Microphone XLR, with 6' RJ45 Cable	805.20	2,415.60T
3	950-9102 Footswitch, Single w/ 10' cable	127.20	381.60T
1	Consumable Hardware - Installation Supplies	400.00	400.00T
4	MAX-PSP Remote Config Service Feature&Component - hrly	180.00	720.00T
1	Configure and Installation - Dispatch	15,400.00	15,400.00T

NORTHWEST COMMUNICATIONS, INC.

10818 Barely Lane, Suite B

Houston, TX 77070-5909

Phone: 281-890-4724

www.nwradio.us

Estimate

Date	Estimate #
6/14/2021	19614

Customer		Ship To	
4	Network Optimization Support - hourly	250.00	1,000.00T
1	XMP-0344-EBS MAX-PSP Extended Service Plan (per year after first year)	5,250.00	5,250.00T
	Subtotal		101,998.00
	Fire Station Alerting System		
3	905-0536 MAX Fire Station Gateway	2,617.00	7,851.00T
3	709-7968-20 MAX Radio Gateway to Tail Cable (20ft)	69.50	208.50T
3	802-1111 Acromag Ethernet I/O Unit 16 Discrete I/O Channels 12 - 32 VDC	639.00	1,917.00T
2	901-9715 MAX Central	3,451.40	6,902.80T
6	416-0043 Fuse, 3 Amp	6.00	36.00T
3	950-1363 MAX Dispatch Multi-Function Button License	1,484.10	4,452.30T
1	950-1423 MAX FSA CAD API with Premium Text Bundle Advanced MAX FSA CAD API bundle with 930-0412	12,718.50	12,718.50T
3	930-0233 MAX Portal Remote Radio or Console License	207.70	623.10T
3	930-0226 Aux I/O Software Feature Set	1,573.80	4,721.40T
3	930-1214 AUX I/O Port License - 16 Ports Supports any combination of Inputs and Outputs up to 16	405.35	1,216.05T
16	XMP-0344-RCH MAX-PSP Remote Configuration Services	220.00	3,520.00T
3	950-0589 Single Unit Rack Mount Option	127.00	381.00T
1	950-0588 Dual Unit Rack Mount Option	177.50	177.50T
Thank you for the opportunity to give you an estimate!		Subtotal	
		Sales Tax (0.1%)	
		Total	

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 Houston, TX 77070-5909
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Estimate

Date	Estimate #
6/14/2021	19614

Customer
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Accts Payable Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Danny Arriaga

Ship To

Rep
KT

NOT AN
INVOICE

Quantity	Description	Rate	Total
1	Configure and Installation - 3 Fire Stations (I/O Relays Supplied by Others)	8,400.00	8,400.00T
	Subtotal		53,125.15
	Radio Room + Antennas		
5	Kenwood VM5930 Control P25 Phase 2 700/800 MHz + Dash Mount (Standard Control Head) + Single Key Encryption: DES-OFB & AES + ARC4 (Motorola ADP Compatible) + P25 2-Tone Paging Decode and Encode + Third Party Interface + Phase 2 TDMA + P25 CAI + P25 Authentication (Link Layer Authentication) + OTAP (Over-the-Air Programming) + TrueVoice Noise Cancellation + 3 Year Warranty	3,009.60	15,048.00T
	Trade-In Offer (\$500 per eligible radio)	-2,500.00	-2,500.00
1	8 Radio Rack Panel Plates, 19" rack	145.83	145.83T
8	NW Console bracket **VM5930**	26.00	208.00T
7	746-896 MHz Unity Gain, Omnidirectional Base antenna.	235.00	1,645.00T
7	EZ-400-NMH-x N, (M) Straight Connector, LMR 400, crimp	18.53	129.71T
1	Antenna Installation	1,360.00	1,360.00T

NORTHWEST COMMUNICATIONS, INC.

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Houston, TX 77070-5909

Phone: 281-890-4724

www.nwradio.us

Estimate

Date	Estimate #
6/14/2021	19614

Customer		Ship To	
	NOTE: Customer to provide lift for tower access.		
1	Estimated Shipping Charges	1,200.00	1,200.00T
Thank you for the opportunity to give you an estimate!		Subtotal	\$172,359.69
**This estimate will expire in 30 days from the date stated above.		Sales Tax (0.1%)	\$0.00
		Total	\$172,359.69

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

Approve a contract with B&C Constructors for the replacement of the HVAC system at the Community Center for Room A in the amount of \$75,192.48, to be completed through a 1GPA contract,

Background:

The proposed contract will replace the existing HVAC 12 & 15 ton units with HVAC Cassette Units. The existing units are over 25 years old and have had numerous repairs to date. They have reached their expected lifespan with parts becoming increasingly expensive for repairs. It has been highly recommended by several HVAC companies to replace the units.

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with B&C Constructors, LP through a 1GPA contract for the replacement of HVAC system at the Community Center in the amount of \$75,192.48.

Party(ies) responsible for placing this item on agenda: Beth Jones, 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: #100-157-6207

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

Signed	Meagan Mageo	Approved by	
	Staff Member		City Manager
	Date		Date

Proposal Budget

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: May 18, 2021

PROJECT: Tomball Community Center
HVAC

To: Justin Pruitt

City of Tomball
501 James Street
Tomball TX, 77375

Change Order #1

1GPA Contract No. 19-03DP

Attn: Justin Pruitt

DESCRIPTION	AMOUNT
General Conditions / supervision / periodic and final clean	\$ 4,120.00
Retrofit existing HVAC system with Multi Mini split Systems	\$ 67,220.00
Electrical circuitry to exterior condensers	\$ 6,210.00
Subtotal	\$ 77,550.00
1GPA Coefficient .96	\$ 74,448.00
1GPA J.O.C Fee 1%	\$ 744.48
SCOPE OF PROPOSAL / ALTERNATES	
James Laycock, Project Manager	TOTAL AMOUNT \$ 75,192.48

THANK YOU FOR YOUR BUSINESS!

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 21, 2021

Topic:

Award purchase of one (1) rubber tire front loader in the amount of \$149,950.00 to Waukesha-Pearce Industries, LLC, through a State Buyboard Cooperative Purchasing Contract.

Background:

This purchase is for the replacement of an existing rubber tire front loader utilized by the Public Works department for utility installation and maintenance. The front loader has been flagged for replacement due to age and mechanical issues as recommended by the Public Works Fleet Maintenance Department.

The purchase price for the replacement front loader is \$149,950.00

Origination: Public Works Department

Recommendation:

Public Works staff recommends approval to award the purchase of one (1) rubber tire front loader in the amount of \$149,950.00, to Waukesha-Pearce Industries, LLC, through the State Buyboard Cooperative Purchasing Contract.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: If yes, specify Account Number: #650-652-6403

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

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



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: EM06-19

Date Prepared: 06/08/20120

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Tomball	Contractor:	Waukesha-Pearce Industries, LLC
Contact Person:	Will Goff	Prepared By:	Mark Rickett
Phone:	281-290-1427	Phone:	713-906-4461
Fax:		Fax:	281-351-9062
Email:	WGoff@tomballtx.gov	Email:	markric@att.net

Catalog / Price Sheet Name:	Earth Moving & Construction Equipment Contract No: EM06-19
General Description of Product:	Komatsu Wheel Loader

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	WA200-8	206638	206638
1	20.5-R25 L3 Tires	12696	12696
1	Quick Coupler	5874	5874
1	HYD Kit for Coupler	1966	1966
			0
			0
			0
			0
1	Discount Percentage 25.00%	-56793.5	-56793.5
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			170380.5

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	2.75 Yd Bucket	5700	5700
1	60" Forks	4200	4200
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			9900

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

6%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	1000
One time Dicount	-31330.5
Subtotal C:	

Delivery Date: TBD

D. Total Purchase Price (A+B+C):

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 21, 2021

Topic:

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

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

Sec. 551. 074 – Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Background:

Origination: David Esquivel, Interim City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, Interim City Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed	<u>Doris Speer</u>	<u>6-10-2021</u>	Approved by	_____
	Staff Member	Date		City Manager Date