

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



MONDAY, SEPTEMBER 17, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, September 17, 2018 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The 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.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Greg Sipe, Church 1:37

3.0 Pledges to U.S. and Texas Flags

4.0 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.]*

5.0 Reports and Announcements

- October 6, 2018 – **6th "Annual Paces for Pink" 5K Run**
- October 13, 2018 – **"Zomball in Tomball"** at the Depot
- October 20, 2018 – **Freight Train Food Truck Festival** at the Depot
- October 27, 2018 – **8th Annual Tomball Bluegrass Festival**, 12:00 p.m.-6:00 p.m.
- November 16, 2018 – ***Downtown Holiday Lamp Post Stroll***
- November 16, 2018 – **Christmas Tree Lighting at the Depot** – 7:00 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken

6.0 Approve the Minutes of the September 4, 2018 Regular Tomball City Council Meeting and the September 10, 2018 Special Tomball City Council Meeting

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2018-29, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory within Such Limits and Boundaries; Approving a Service Plan for All of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *[Being All That Certain Tract or Parcel Containing 1.5153 Acres of Land for Proposed Annexation Purposes Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of a 1.5153 Acre Portion of Brown Road, (60.00 Feet in Width), According to a Deed Filed for Record in Volume 3194, Page 388 of the Harris County Deed Records) [A Portion of Brown Road from SH 249 to PFG Company Property]*

7.2 Approve, on Second Reading, Resolution No. 2018-25-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Houston PFG Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs related to the development and construction of a commercial facility to be located at 14600 Brown Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$39,097.00.

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

8.1 Reappoint three Associate/Alternate Judges to the Municipal Court for an additional one-year term.

8.2 Reappoint Associate/Alternate Prosecutor to the Municipal Court for an additional one-year term

9.0 New Business:

- 9.1 Presentation by Commissioner Jack Cagle regarding the Greenway Project
- 9.2 Announce the Dates for the Vote on the 2018 Tax Levy, at the Regular City Council Meeting on October 1, 2018 at 6:00 p.m. and the Regular City Council Meeting at 6:00 p.m. on October 15, 2018
- 9.3 Approve Resolution No. 2018-26, a Resolution of the City of Tomball, Texas, Amending the Master Fee Schedule for Fiscal Year 2018-2019
- 9.4 Approve Resolution No. 2018-27, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2019 General Assembly
- 9.5 Approve General and No Litigation Certificate of the City of Tomball for the Anticipated Issuance of "The Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Bayshore Towers Apartments), Series 2018", Not to Exceed \$15,000,000, in Connection with the Rehabilitation of the Bayshore Towers Apartments in the City of Pasadena, Harris County, Texas, and Authorize the Mayor to Execute the Requested Documents as Requested by Southeast Texas Housing Finance Corporation (SETH)
- 9.6 Approve Resolution No. 2018-28, a Resolution of the City Council of the City of Tomball, Texas supporting Hamilton Valley Management Ltd., in the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments, and Authorize Mayor to Issue Letter of Support
- 9.7 Approve Contractual Agreement for Right-Of-Way Utility Adjustments between Harris County and the City of Tomball, for Certain Improvements to Holderrieth Road from SH 249 to 715 LF East of Existing Calvert Road
- 9.8 Consideration to Approve **Zoning Case P18-130**: Request by Greg Breaux for a Conditional Use Permit to operate a *Mobile Food Court* on approximately 3.39 acres of land legally described as Lot 1A Block 1 Parkway Oasis 3rd Replat, generally located on the west side of Business 249 between Hirschfield Road and Alice Road and zoned General Retail District.
- Conduct Public Hearing on **Zoning Case P18-130**
 - Adopt, on First Reading, Ordinance 2018-32, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Granting A Conditional Use Permit (CUP) To Greg Breaux, To Operate A "Mobile Food Court"; Said Property Being Approximately 3.39 Acres, And Being Legally Described As Lot 1A Block 1 Parkway Oasis 3rd Replat, Harris County, Texas, Generally Located On The West Side Of Business 249 Between Hirschfield Road And Alice Road; Providing Requirements And Conditions For This CUP; Containing Findings And Other Provisions Relating To The Subject; Providing A Penalty In An Amount Not To Exceed \$2,000 For Violations Hereof; And Providing For Severability.
- 9.9 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 attorney regarding Cause No. 2018-00921; *City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn and Suites*, in the 234th Judicial District Court in and for Harris County, Texas
- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

9.10 Consideration and Possible Action regarding Amendments to and Extension of the Employment Contract for Robert Hauck, City Manager

10.0 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 13th day of September 2018 by 5:30 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 17, 2018

Topic:

- Led by Pastor Greg Sipe, Church 1:37

Background:

Origination:

Recommendation:

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 17, 2018

Topic:

- October 6, 2018 – **6th "Annual Paces for Pink" 5K Run**
- October 13, 2018 – **"Zomball in Tomball"** at the Depot
- October 20, 2018 – **Freight Train Food Truck Festival** at the Depot
- October 27, 2018 – **8th Annual Tomball Bluegrass Festival**, 12:00 p.m.-6:00 p.m.
- November 16, 2018 – ***Downtown Holiday Lamp Post Stroll***
- November 16, 2018 – **Christmas Tree Lighting at the Depot** – 7:00 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve the Minutes of the September 4, 2018 Regular Tomball City Council Meeting and the September 10, 2018 Special Tomball City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

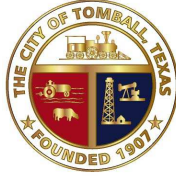
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Draft Minutes of the September 4, 2018 Regular Tomball City Council Meeting

Draft Minutes of the September 10, 2018 Special Tomball City Council Meeting

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



**TUESDAY, SEPTEMBER 4, 2018
6:00 P.M.**

1.0 Meeting was called to order by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Fire Chief – Randy Parr
Assistant Fire Chief – Jonathon Fontenot
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
Director of Public Works – Beth Jones
Assistant City Secretary – Tracy Garcia
Fire Marshal – Joe Sykora
Community Center Manager – Rosalie Dillon
Executive Director-TEDC – Kelly Violette
Utilities Billing Supervisor – Lauren Sykora
Senior Accountant – Christine Brookshire
Warrant Officer/Bailiff – Ron McGullion

2.0 The invocation was led by Pastor Landon Gallaway, Grace Church

3.0 Pledges to the U. S. and Texas Flags were led by members of Boy Scout Troop #469

4.0 No public comments were received.

5.0 Reports and Announcements:

- September 15, 2018 – ***GroovFest’18*** at the Depot
- October 6, 2018 – **6th “Annual Paces for Pink” 5K Run**
- October 13, 2018 – **“Zomball in Tomball”** at the Depot
- October 20, 2018 – **Freight Train Food Truck Festival** at the Depot
- October 27, 2018 – **8th Annual Tomball Bluegrass Festival**, 12:00 p.m.- 6:00 p.m.
- November 16, 2018 – ***Downtown Holiday Lamp Post Stroll***
- November 16, 2018 – **Christmas Tree Lighting** at the Depot – 7:00 p.m.
- Reports by City staff and members of Council about items of community interest on which no action will be taken:

6.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the Minutes of the August 20, 2018 Regular Tomball City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-31, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2018-2019; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2017-2018 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance. Vote was follows:

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>

Motion carried unanimously.

7.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2018-23, 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 25.7328 Acres of Land, Legally Described Tract 82, Tract 75B, Tract 93, Tract 94A & 95A and Part of Lots 78 & 79 (AG-USE) Tomball Outlots, Within the City of Tomball, Harris County, Texas, From the Single-Family 9 District to the Planned Development (PD-11) District; Said Property Being Generally Located on East Hufsmith Road Between Hospital Road and Lovett Street; 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. Vote was follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Nay</u>

Motion carried, 4 votes Aye, 1 vote Nay.

- 7.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-28, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory within Such Limits and Boundaries; Approving a Service Plan for All of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause [Tract One: Being a 0.6123 Acre Portion of Brown Road, (60.00 Feet in Width), According to a Deed Filed for Record in Volume 3194, Page 388 of the Harris County Deed Records and Tract Two: 3.0223 Acres of Land for Proposed Annexation Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of All of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a Subdivision in Said Harris County, Texas According to the Map or Plat Thereof Filed for Record under Film Code No. 680728 of the Harris County Map Records, Located at 14600 Brown Road, Tomball, Texas; Located within the Extraterritorial Jurisdiction of the City of Tomball, Harris County, Texas]. Vote was follows:

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>

Motion carried unanimously.

- 7.4 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2018-24, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Establishing the Zoning District of Approximately 2.7 Acres of Land, Legally Described as Lot 1 Block 1 Fourteen Six Hundred Business Park, Within the City of Tomball, Harris County, Texas, to the Commercial District; Said

Property Being Generally Located at the Northeast Corner of Brown Road and Park Place Drive; 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. Vote was follows:

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>

Motion carried unanimously.

- 7.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-26, 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 47.675 Acres of Land, Legally Described Tracts 4C, 4C-2, 4H, 4K, 4L & 9A, C.M. Pillot Survey, Abstract 632, Within the City of Tomball, Harris County, Texas, from the Agricultural and General Retail Districts to the Single-Family 6 District; Said Property Being Generally Located on the West Side of South Cherry Street, South of Pine Meadows Subdivision and North of Holderrieth Road; 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. Vote was follows:

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>

Motion carried unanimously.

- 7.6 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2018-27, creating Hoelscher Reinvestment Zone No. 6 for a 16.9-acre Tract of Land, out of Lot 5 of the Recorded Plat of the Tomball Business and Technology Park Subdivision, Film Code No. 653006 H.C.M.R., in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas, Generally Located at the Northwest Corner of South Persimmon Street and Holderrieth Road. Vote was follows:

Councilman Ford	<u>Aye</u>
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Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

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

8.1 Approve Resolution No. 2018-22, a Resolution of the City of Tomball, Texas, Adopting and Ratifying the City of Tomball's Investment Policy, as set forth in the City's Administrative Policy No. 13, entitled "Investment Policy"

8.2 Approve Final One (1) Year Extension to the WCA Solid Waste Collection and Disposal Services Contract

8.3 Approve the Tomball Economic Development Corporation (TEDC) 2018-2019 Strategic Work Plan

8.4 Approve Health Insurance Contracts for City Employees with Blue Cross Blue Shield and Aetna

8.5 Approve Request from the Empty Glass to Host the 5th Annual Texas Wine Festival at the Depot on October 6, 2018

Mayor Fagan announced that Item 8.2 is moved to New Business, following item 9.6.

Motion was made by Councilman Klein Quinn, second by Councilman Townsend, to approve the remaining items under the Consent Agenda (8.1, 8.3, 8.4, and 8.5).

Motion carried unanimously.

9.0 New Business:

9.1 Motion was made by Councilman Stoll, second by Councilman Ford, to ratify the FY 2018-2019 Budget and Find that the Proposed Tax Rate of \$.341455/\$100 Does Not Exceed the Effective Tax Rate and Will Generate More Property Tax Revenue than the FY 2017-2018 Budget.

Motion carried unanimously.

- 9.2 Mayor Fagan announced that No Public Hearings on the Proposed Tax Rate for 2018 will be required.

No action required.

- 9.3 Mayor Fagan announced that the Dates for the Vote on the 2018 Tax Rate will be the Regular City Council Meeting on October 1, 2018 at 6:00 p.m. and the Regular City Council Meeting on October 15, 2018 at 6:00 p.m.

No action required.

- 9.4 Motion was made by Councilman Klein Quinn, second by Councilman Degges, to approve the Tax Abatement Agreement between City of Tomball and Hoelscher Property Management Ltd. and Hoelscher Weatherstrip Manufacturing Co. Inc. (collectively, "Hoelscher") for Improvements to be Constructed in Hoelscher Reinvestment Zone No. 6.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Klein Quinn, second by Councilman Stoll, to approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2018-2019 Budget. Vote was as follows:

Councilman Ford	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried, 3 votes Aye, 2 votes Nay.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve, on First Reading, Resolution No. 2018-25-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Houston PFG Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs related to the development and construction of a commercial facility to be located at 14600 Brown Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$39,097.00.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Final One (1) Year Extension to the WCA Solid Waste Collection and Disposal Services Contract .

Motion carried unanimously.

- 9.7 Discussion was held regarding proposed Poly-Cart Pilot Study. Direction was received from Council.

No action taken.

- 9.8 Motion was made by Councilman Degges, second by Councilman Stoll, to approve the proposed Financing for the Purchase of One (1) Pierce Velocity 107-Ft. Ladder Fire Truck and Early Extinguishment of the Remaining Debt on the 2015 Pierce Velocity Pumper, Purchased on October 20, 2014, through Spirit of Texas Bank, with a fixed interest rate of 3.65% for the first five years and a flexible rate the last five years.

Motion carried unanimously.

- 10.0 Motion was made by Councilman Townsend, second by Councilman Klein Quinn to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 17th day of September 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

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



**MONDAY, SEPTEMBER 10, 2018
5:30 P.M.**

1.0 Meeting was called to order by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
Assistant City Secretary – Tracylynn Garcia
Director of Community Development – Craig Meyers

2.0 No public comments were received.

3.0 New Business:

3.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to read Ordinance No. 2018-29 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2018-29, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory within Such Limits and Boundaries; Approving a Service Plan for All of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *[Being All That Certain Tract or Parcel Containing 1.5153 Acres of Land for Proposed Annexation Purposes Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of a 1.5153 Acre Portion of Brown Road, (60.00 Feet in Width), According to a Deed Filed for*

Record in Volume 3194, Page 388 of the Harris County Deed Records) [A Portion of Brown Road from SH 249 to PFG Company Property]

4.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to adjourn.

Motion carried unanimously.

Meeting adjourned at 5:33 p.m.

PASSED AND APPROVED this the ____ day of _____ 2018.

Tracylynn Garcia, TRMC
Assistant City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-29, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory within Such Limits and Boundaries; Approving a Service Plan for All of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *[Being All That Certain Tract or Parcel Containing 1.5153 Acres of Land for Proposed Annexation Purposes Situated in the Joseph House Survey, A-34 in Harris County, Texas, Same Being Comprised of a 1.5153 Acre Portion of Brown Road, (60.00 Feet in Width), According to a Deed Filed for Record in Volume 3194, Page 388 of the Harris County Deed Records) [A Portion of Brown Road from SH 249 to PFG Company Property]*

Background:

Completion of this annexation will provide continuity of the City limits by placing Brown Road, from SH 249 west to Park Place Drive, inside the City limits and meets the City's Strategic Initiatives of Connecting Tomball.

Origination:

Request by City Staff

Recommendation:

Adopt Ordinance No. 2018-29 on Second Reading.

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Ordinance No. 2018-29

Map

ORDINANCE NO. 2018-29

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE *[BEING ALL THAT CERTAIN TRACT OR PARCEL CONTAINING 1.5153 ACRES OF LAND FOR PROPOSED ANNEXATION PURPOSES SITUATED IN THE JOSEPH HOUSE SURVEY, A-34 IN HARRIS COUNTY, TEXAS, SAME BEING COMPRISED OF A 1.5153 ACRE PORTION OF BROWN ROAD, (60.00 FEET IN WIDTH), ACCORDING TO A DEED FILED FOR RECORD IN VOLUME 3194, PAGE 388 OF THE HARRIS COUNTY DEED RECORDS) [A Portion of Brown Road from SH 249 to PFG Company Property]*

* * * * *

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

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

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

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should

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

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

ORDINANCE NO. 2018-29

Annexation – A Portion of Brown Road from SH 249 to PFG Company Property

Page 3

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 10TH DAY OF SEPTEMBER 2018.

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 APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17TH DAY OF SEPTEMBER 2018.

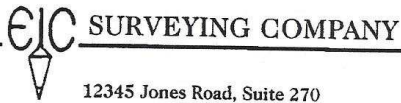
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A" – Page 1



12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.ejcsurveying.com • eic@ejcsurveying.com

FIRM NO. 100334-00

\
All that certain tract or parcel containing 1.5153 acres of land for proposed annexation purposes situated in the Joseph House Survey, A-34 in Harris County, Texas, same being comprised of a 1.5153 acre portion of Brown Road, (60.00 feet in width), according to a deed filed for record in Volume 3194, Page 388 of the Harris County Deed Records and being more particularly described by metes and bounds as follows:

BEGINNING at 5/8" iron rod with EIC cap (found) in the North right-of-way line of said Brown Road marking the Southeast corner of that certain 10' wide strip of land dedicated to Harris County for right-of-way purposes according to the map or plat of Fourteen Six Hundred Business Park, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 680728 of the Harris County Map Records, same point marking the Southwest corner of Tract 11 in Park West, (unrecorded), as described in a deed filed for record under Harris County Clerk's File No. P885596 and the Northwest corner of the herein described 1.5153 acre tract of land, said point also bears S 01°59'31" E, a distance of 320.99 feet from a 5/8" iron rod with EIC cap (found) marking the Northeast corner of Lot 1 in Block 1 of said Fourteen Six Hundred Business Park, same point being in a curve to the left having a radius of 542.702 feet;

THENCE Northeasterly, along the North right-of-way line of said Brown Road and the South line of said Tract 11, with said curve to the left through a central angle of 12°52'26", a chord bearing and distance of N 59°22'23" E, 121.68 feet, an arc distance of 121.94 feet to a 3/4" iron rod (found) marking a point of tangency;

THENCE N 52°51'14" E, a distance of 296.44 feet along the North right-of-way line of said Brown Road and the South line of said Tract 11 to a 5/8" iron rod (found) marking the intersection of the North right-of-way line of said Brown Road with the East right-of-way line of Keene Road, (60.00 feet in width), same point marking the Southwest corner of Tract 20 in said Park West according to the map or plat thereof filed for record under Harris County Clerk's File No. X555587, same point marking the beginning of a curve to the right having a radius of 1,183.13 feet;

THENCE Northeasterly, along the North right-of-way line of said Brown Road and the South line of said Tract 20, with said curve to the right passing at an arc distance of 345.30 feet a 5/8" iron rod (found) marking the Southeast corner of said Tract 20 and the Southwest corner of the remainder of that certain residual of a call 50 acre tract of land as described in a deed filed for record in Volume 3070, Page 672 of said Harris County Deed Records, continuing through a central angle of 32°40'06", a chord bearing and distance of N 69°16'19" E, 665.48 feet, an arc distance of 674.59 feet to a 5/8" iron rod (found) marking the Southeast corner of the residual of a said 50 acre tract of land and the Southwest corner of that certain call 5.8037 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. Y582883 and the Northeast corner of the herein described 1.5153 acre tract of land;

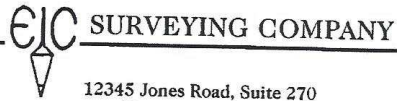
THENCE S 14°25'26" E, a distance of 60.99 feet to a 5/8" iron rod (found) in the South right-of-way line of said Brown Road marking the Northwest corner of that certain 0.1212 acre strip of land for road widening purposes as shown on a plat of Coriente Commercial Final Plat, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 640004 of said Harris County Map Records, the Northeast corner of that certain call 37.024 acre tract of land as described in a deed filed for record under Harris County Clerk's File No. 20090504626 and the Southeast corner of the herein described 1.5153 acre tract of land, same point being in a curve to the left having a radius of 1,123.13 feet;

THENCE Southwesterly, along the South right-of-way line of said Brown Road and the North line of said 37.024 acre tract of land, with said curve to the left passing at an arc distance of 341.61 feet a 5/8" iron rod (found) marking the Northwest corner of said 37.024 acre tract of land and the Northeast corner of Lot 1 in Block 1 of Replat of Spring Creek Estates, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 520108 of the Harris County Map Records, continuing through a central angle of 33°12'18", a chord bearing and distance of S 69°32'44" W, 641.83 feet, an arc distance of 650.90 feet to a 5/8" iron rod (found) marking a point of tangency in the North line of said Lot 1;

Page 1 of 2

Land Boundary • Topographic Surveying
A Division of Everything in Christ Services, Inc.

EXHIBIT "A" – Page 2



12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

FIRM NO. 100334-00

THENCE S 52°51'14" W, along the South right-of-way line of said Brown Road and the North line of said Lot 1, passing at 127.69 feet a 5/8" iron rod with Frontier cap (found) marking the Northerly-Northeast corner of Lot 82 in said Block 1, a total distance of 296.53 feet to a 5/8" iron rod (found) in the North line of said Lot 82 marking the beginning of a curve to the right having a radius of 602.70 feet;

THENCE Southwesterly, along the South right-of-way line of said Brown Road and the North line of said Lot 82, with said curve to the right through a central angle of 15°20'52", a chord bearing and distance of S 60°26'44" W, 160.96 feet, an arc distance of 161.44 feet to a 5/8" iron rod with EIC cap (found) marking the Southwest corner of the herein described 1.5153 acre tract of land;

THENCE N 01°59'31" W, a distance of 64.27 feet to the POINT OF BEGINNING and containing 1.5153 acres of land.

Surveyed on the ground June 22, 2018.

Job No. 18-361-06. (See corresponding plat)

The basis of bearing is S 01°59'31" E, along the East line of Fourteen Six Hundred Business Park per record plat.



Page 2 of 2

Land Boundary • Topographic Surveying
A Division of Everything in Christ Services, Inc.

EXHIBIT "A" – Page 3

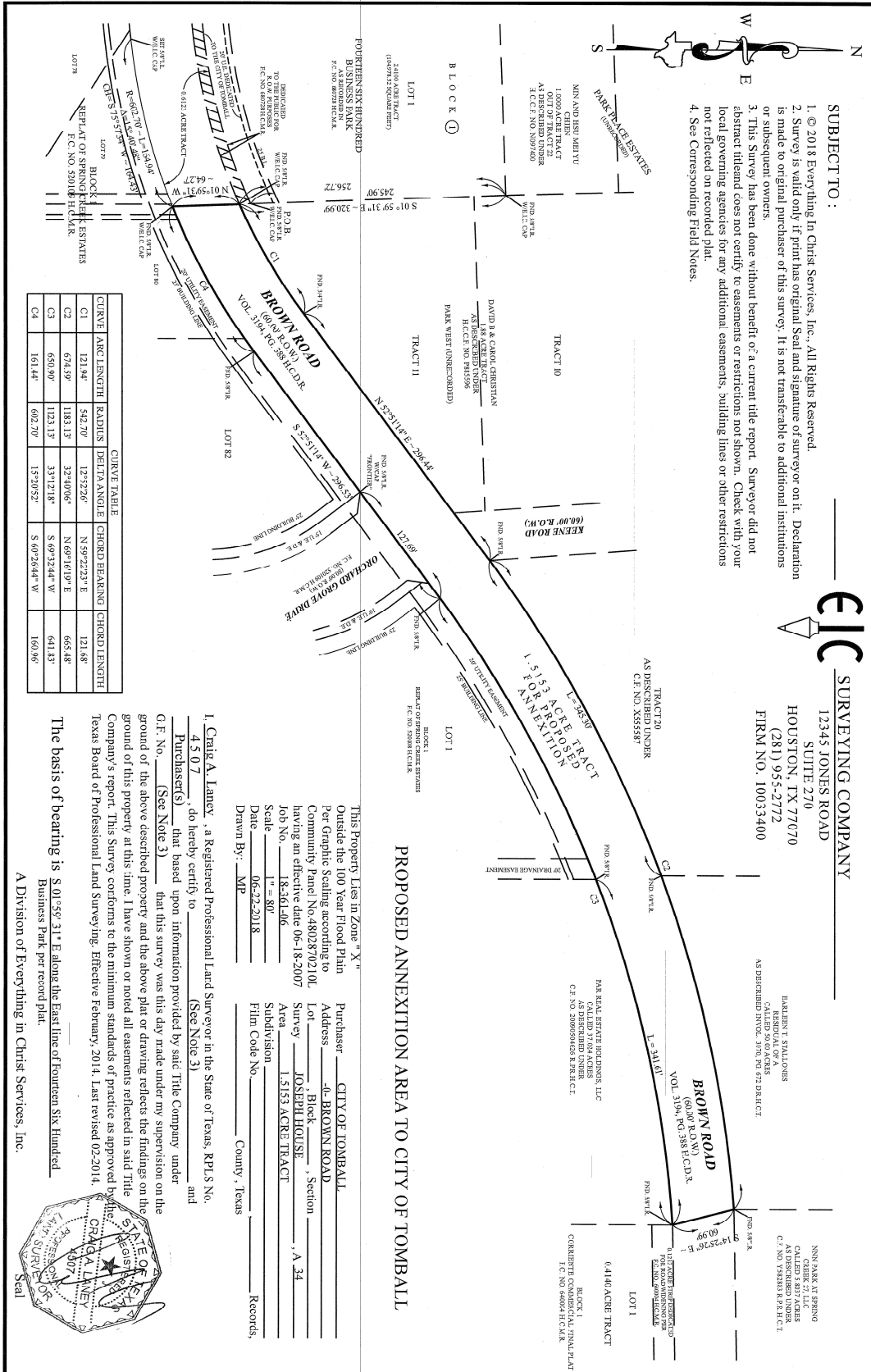


EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.

2. As used in this Plan, “providing services” shall include having services provided by any method or means by which the City may extend municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

- B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.
2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City’s Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, §43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be

included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.
6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the

Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

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

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

The City extends water, wastewater, and gas services to existing unserved development as follows:

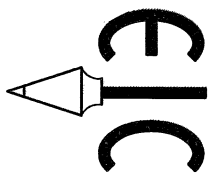
Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

SUBJECT TO :

1. © 2018 Everything In Christ Services, Inc., All Rights Reserved.
2. Survey is valid only if print has original Seal and signature of surveyor on it. Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
3. This Survey has been done without benefit of a current title report. Surveyor did not abstract titleand does not certify to easements or restrictions not shown. Check with your local governing agencies for any additional easements, building lines or other restrictions not reflected on recorded plat.
4. See Corresponding Field Notes.



SURVEYING COMPANY

12345 JONES ROAD
SUITE 270
HOUSTON, TX 77070
(281) 955-2772
FIRM NO. 10033400

EARLEEN T. STALLONES
RESIDUAL OF A
CALLED 50.00 ACRES
AS DESCRIBED INVOL. 3070, PG. 672 D.R.H.C.T.

NNN PARK AT SPRING
CREEK 27, LLC
CALLED 5.8037 ACRES
AS DESCRIBED UNDER
C.F. NO. 1582863 R.P.R.H.C.T.

PROPOSED ANNEXITION AREA TO CITY OF TOMBALL

This Property Lies in Zone "X "

Outside the 100 Year Flood Plain

Per Graphic Scaling according to
Community Panel No.4802870210L
having an effective date 06-18-2007

Job No. 18-361-06

Scale 1" = 80'

Date 06-22-2018

Drawn By: MP

Purchaser CITY OF TOMBALL

Address -0-BROWN ROAD

Lot , Block , Section

Survey JOSEPH HOUSE , A 34

Area 1.5153 ACRE TRACT

Subdivision

Film Code No. County, Texas

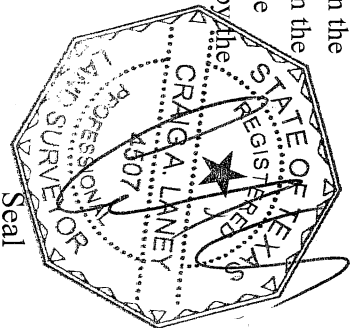
Records,

I, Craig A. Laney , a Registered Professional Land Surveyor in the State of Texas, RPLS No. 4507 , do hereby certify to (See Note 3) and (See Note 3)

G.F. No. that based upon information provided by said Title Company under ground of the above described property and the above plat or drawing reflects the findings on the ground of this property at this time. I have shown or noted all easements reflected in said Title Company's report. This Survey conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying. Effective February, 2014. Last revised 02-2014.

The basis of bearing is S 01°59' 31" E along the East line of Fourteen Six Hundred

Business Park per record plat.



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	121.94'	542.70'	12°52'26"	N 59°22'23" E	121.68'
C2	674.59'	1183.13'	32°40'06"	N 69°16'19" E	665.48'
C3	630.90'	1123.13'	33°12'18"	S 69°32'44" W	641.83'
C4	161.44'	602.70'	15°20'52"	S 60°26'44" W	160.96'

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve, on Second Reading, Resolution No. 2018-25-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Houston PFG Inc., to make direct incentives to, or expenditures for, assistance with infrastructure costs related to the development and construction of a commercial facility to be located at 14600 Brown Road, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$39,097.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. On August 14, 2018, the TEDC Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Houston PFG Inc. for infrastructure assistance for the promotion of new or expanded business development. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination:

Russell McKee, President, Houston PFG Inc.

Recommendation:

Approve Resolution No. 2018-25-TEDC on second reading.

Funding:

Yes

Account Number: Project Grants

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

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
---	---	--------------

ATTACHMENTS:

Resolution No. 2018-25-TEDC
TEDC Memo
Request Letter
TEDC Performance Agreement
Economic Impact Analysis

RESOLUTION NO. 2018-25-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND HOUSTON PFG INC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Thirty-Nine Thousand Ninety-Seven Dollars (\$39,097), found by the Board to be required or suitable to promote a new business development by Houston PFG Inc; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Thirty-Nine Thousand Ninety-Seven Dollars (\$39,097), to Houston PFG Inc in accordance with an economic development agreement by and between the TEDC and Houston PFG Inc, to promote and develop a new or expanded business enterprise, to be located at 14600 Brown Road, Tomball, TX 77377.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be

adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this ____ day of _____, 2018.

PASSED, APPROVED, AND RESOLVED on second and final reading this ____ day of _____, 2018.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: September 4, 2018

SUBJECT: Houston PFG Inc. Performance Agreement

The Tomball Economic Development Corporation has received a request from Russell McKee, President of Houston PFG Inc., for assistance with infrastructure costs to serve a multibuilding office/warehouse park.

Houston PFG Inc. owns an approximately 3.0223-acre tract of land located at 14600 Brown Road. The property is partially constructed and includes two office/warehouse buildings, a parking area and detention pond. The property is currently in the process of being annexed into the city limits. It is anticipated that the annexation will be complete on September 4, 2018.

The two existing buildings on the site are approximately 10,000 square feet each. One building is leased to Renegade Volleyball and the other building is leased to Noble Energy as a parts storage facility. Upon annexation, Mr. McKee plans to construct an additional 9,450 square foot building on the site. The company's capital investment in the office/warehouse park is over \$2 million.

The property is currently being served with City of Tomball water in accordance with the approved annexation agreement; however, the existing buildings are on septic. Mr. McKee is requesting assistance from the TEDC to extend a 2-inch sanitary sewer line approximately 850 feet and install a grinder pump in order to provide sewer to the site. The total estimated cost for the sewer is \$97,742.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$95,225.00.

If the agreement between the TEDC and Houston PFG Inc. is approved as a Project of the Corporation, the grant funding amount will not exceed \$39,097.00, based on 40% of the actual expenditures for the eligible infrastructure improvements.



Houston PFG Inc.
P.O. BOX 2003
CYPRESS, TX. 77410
713-827-2295

Date: July 31, 2018

Dear Board of Directors for TEDC,

I (Russell McKee) am requesting grant funding for installation of a grinding pump station and forced main to tie into Tomball sewage line at Orchard Grove subdivision at Brown Road Business Park 14600 Brown road.

I appreciate the opportunity to make this request before the TEDC board of directors. Houston PFG Inc. is the property owner and PFG Construction LLC is the general contractor developing and maintaining it.

This property when completed will be a three-building office warehouse park to be annexed into The City of Tomball. There is a 10,000sq.ft. building, 9,900sq.ft. building and we are in the planning stage of a 9,450sq.ft. building.

I have partnered with Lee and Associates to do the brokerage on the property and they have two of the three buildings leased out on five year and three-year leases. We hope to attract a third lease soon.

I believe by annexing this property to The City of Tomball we will both benefit. For the City of Tomball this brings a new tax base and more traffic to do other business with-in the city. It is conveniently located with-in one mile of HWY 290 for easy access to the heart of The City of Tomball. For me, I have had several problems with Harris County on well water and septic. By being annexed into The City of Tomball these problems can be addressed more efficiently.

I wish to start construction on the grinding pump station and the force main immediately after approval. Below is the cost estimates I received from my subcontractors. These numbers may change slightly based on final design, but we believe they are extremely close to the final cost.

Survey:	\$ 1,360.00
Engineering:	\$ 13,350.00
Electrical:	\$ 2,500.00
Plumbing:	\$ 75,000.00
Supervision:	\$ 5,532.60
Total:	\$ 97,742.60



Houston PFG Inc.
P.O. BOX 2003
CYPRESS, TX. 77410
713-827-2295

Date: July 31, 2018

I look forward to working with the City of Tomball in playing a small part of developing a pleasant working environment for all of us. If you have any questions or need any further information, please feel free to contact me on my cell phone or email below. I want to thank you for your time and assistance on getting this project approved and completed.

Thank you,



Russell McKee

President

PFG Construction

PO Box 2003

Cypress, Texas 77433

Cell: 713-539-8430

Office: 713-827-2295

Email: rumckee@pfgcompanies.com

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Houston PFG Inc.** (the “Company”), P.O. Box 2003, Cypress, TX, 77410.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the City of Tomball is currently in the process of annexing an approximately 3.0223-acre tract of land, owned by the Company, located at 14600 Brown Road, Tomball, TX 77377 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the property is developed with an approximately 10,000 square foot office warehouse building and an approximately 9,900 square foot office/warehouse building and the Company proposes to expend funds to construct an additional approximately 9,450 square foot office/warehouse building and extend sanitary sewer to the site upon annexation; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty-Nine Thousand Ninety-Seven Dollars (\$39,097), or an amount equal to actual construction costs if less

than the sum stated above, to assist with the extension of sanitary sewer service (the “Improvements”) to the site; more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises, and in furtherance of creation and retention of primary jobs; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions;

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct an approximately 9,450 square foot office/warehouse building on the Property and extend sanitary sewer to the site upon annexation. In conjunction with the development of the Property, the Company further agrees to construct the building and Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Improvements to the TEDC prior to construction.

2.

Construction of the Improvements of the Property must commence within 180 days from the Effective date of this Agreement. Extensions of these deadlines due to extenuating

circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further represents and agrees that the Improvements described in Paragraph 1 hereof will be occupied and maintained for a term of at least five (5) years.

4.

The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Improvements up to the amount of Thirty-Nine Thousand Ninety-Seven Dollars (\$39,097), or an amount equal to actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) a copy of a letter from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any

and all liens and claims regarding such work have been released; and (f) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors. Upon completion of the Improvements and occupancy of the approximately 9,450 square foot office/warehouse building, the Company may, upon providing the certifications and information required above, request reimbursement. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of such request, including the certifications and information required.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within 120 days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company:

Houston PFG Inc.
PO Box 2003
Cypress, TX 77410
Attn: Russell McKee, President

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2018 (the “Effective Date”).

HOUSTON PFG INC.

By: _____
Name: Russell McKee
Title: President

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: William E. Sumner Jr.
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2018, by Russell McKee, the President of Houston PFG Inc. for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2018, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

All that certain tract or parcel containing 3.0223 acres of land for proposed annexation situated in the Joseph House Survey, A-34 in Harris County, Texas, same being comprised of all of Lot 1 in Block 1 of Fourteen Six Hundred Business Park, a subdivision in said Harris County, Texas according to the map or plat thereof filed for record under Film Code No. 680728 of the Harris County Map Records and a 0.6123 acre portion of Brown Road, (60.00 feet in width), according to a deed filed for record in Volume 3194, Page 388 of the Harris County Deed Records.



Exhibit B
Description of Improvements

Extension of a 2-inch sanitary sewer line approximately 850 feet and installation of a grinder pump station.

Estimated Cost:

Survey	\$ 1,360
Engineering	\$ 13,350
Electrical	\$ 2,500
Plumbing	\$ 75,000
Supervision	\$ 5,532.60
Total	\$97,742.60

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF BROWN ROAD BUSINESS PARK IN TOMBALL, TX

August 7, 2018

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

This report presents the results of an economic impact analysis performed using Total Impact, a model developed by Impact DataSource. The report estimates the impact that a potential project in the City of Tomball will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Description of the Project

This project is a three building office warehouse park. It currently has a 10,000 sq.ft. building on a 5 year lease to Renegade Volleyball; a 2nd building that is 9,900 sq.ft. which is almost completed and has a 3 year lease with Noble Energy. A third building is in the planning stage and will be approximately 9,450 sq. ft.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 15.0 workers directly employed by the Project will earn approximately \$38,000 per year on average over the next 10 years. This direct activity will support 3.9 indirect and induced workers in the community earning \$49,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$7.0 million over the next 10 years.

On average, the Project will generate \$1.4 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$0.6 million in economic output per year as a result of the Project. In total, the Project will support \$2.0 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$2.0 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	15.0	3.9	18.9
Salaries to be paid to direct, indirect, and induced workers	\$5,220,103	\$1,746,645	\$6,966,748
Economic output generated by direct, indirect, and induced activity	\$13,535,942	\$6,348,357	\$19,884,299
Taxable sales and purchases expected in the City	\$1,868,411	\$174,665	\$2,043,075

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	0.0	0.0	0.0
Number of new residents in the City	0.0	0.0	0.0
Number of new residential properties to be built in the City	0.0	0.0	0.0
Number of new students expected to attend local school district	0.0	0.0	0.0

The Project is estimated to support an average of approximately \$2.7 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$0	\$178,000	\$1,997,743	\$0	\$0	\$2,175,743	\$2,175,743
2	\$0	\$186,900	\$2,097,630	\$0	\$0	\$2,284,530	\$2,284,530
3	\$0	\$196,245	\$2,202,512	\$0	\$0	\$2,398,757	\$2,398,757
4	\$0	\$206,057	\$2,312,637	\$0	\$0	\$2,518,694	\$2,518,694
5	\$0	\$216,360	\$2,428,269	\$0	\$0	\$2,644,629	\$2,644,629
6	\$0	\$227,178	\$2,549,683	\$0	\$0	\$2,776,861	\$2,776,861
7	\$0	\$238,537	\$2,677,167	\$0	\$0	\$2,915,704	\$2,915,704
8	\$0	\$250,464	\$2,811,025	\$0	\$0	\$3,061,489	\$3,061,489
9	\$0	\$262,987	\$2,951,576	\$0	\$0	\$3,214,563	\$3,214,563
10	\$0	\$276,136	\$3,099,155	\$0	\$0	\$3,375,292	\$3,375,292

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

Temporary Construction Impact

The Project will include an initial period of construction where \$2.0 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$1,997,743
Materials	\$998,872
Labor	\$998,872
Temporary Construction Workers Supported (Average Earnings = \$51,300)	19.5

The following table presents the temporary economic impacts resulting from the construction.

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	19.5	13.5	33.0
Salaries to be paid to direct, indirect, and induced workers	\$998,872	\$506,028	\$1,504,900
Revenues or sales for businesses related to construction	\$1,997,743	\$1,721,655	\$3,719,398

* A job year is defined as full employment for one person for 2080 hours in a 12-month span.

Sales tax calculations related to construction activity are presented in the following table. The sales tax revenue generated from construction-period taxable spending is included in the fiscal impact for affected districts in Year 1 of this analysis.

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$998,872
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$499,436</u>
Expenditure for Labor / Paid to construction workers	\$998,872
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	25.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$59,932</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$0
Percent of FF&E subject to local tax	25.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$0</u>
<u>Total Construction-Related Taxable Spending</u>	<u>\$559,368</u>

The above construction analysis focuses on the impact resulting from the Project's construction investments identified in Year 1. If construction will be phased in over several years or an expansion is planned in a later year, parallel calculations will be performed for those years.

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$192,300 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

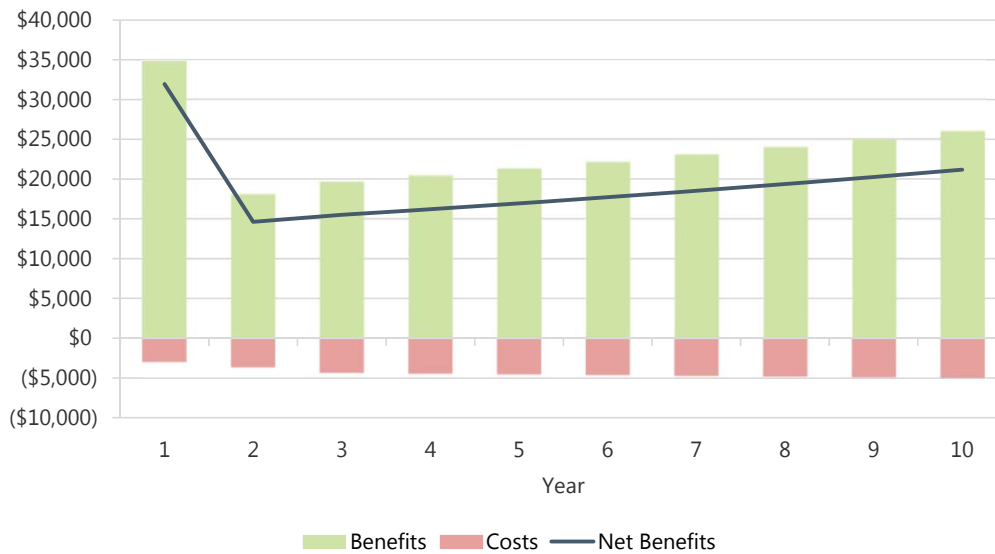
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$40,862
Property Taxes - Project	\$148,106
Property Taxes - New Residential	\$0
Utility Revenue	\$27,046
Utility Franchise Fees	\$3,590
Building Permits and Fees	\$6,983
Hotel Occupancy Taxes	\$1,525
Miscellaneous Taxes & User Fees	\$7,308
<u>Subtotal Benefits</u>	<u>\$235,420</u>
Cost of Providing Municipal Services	(\$14,765)
Cost of Providing Utility Services	(\$28,399)
<u>Subtotal Costs</u>	<u>(\$43,164)</u>
Net Benefits	\$192,256
<i>Present Value (5% discount rate)</i>	<i>\$149,236</i>

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$34,854	(\$2,909)	\$31,945	\$31,945
2	\$18,200	(\$3,578)	\$14,621	\$46,567
3	\$19,780	(\$4,273)	\$15,507	\$62,074
4	\$20,567	(\$4,359)	\$16,208	\$78,282
5	\$21,389	(\$4,446)	\$16,943	\$95,225
6	\$22,248	(\$4,535)	\$17,713	\$112,938
7	\$23,145	(\$4,625)	\$18,520	\$131,458
8	\$24,083	(\$4,718)	\$19,366	\$150,823
9	\$25,064	(\$4,812)	\$20,252	\$171,075
10	\$26,089	(\$4,909)	\$21,181	\$192,256
Total	\$235,420	(\$43,164)	\$192,256	

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$26,928	\$13,933	\$40,862
Real Property Taxes	\$148,106	\$0	\$148,106
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$0	\$0
Utility Revenue	\$27,046	\$0	\$27,046
Utility Franchise Fees	\$3,590	\$0	\$3,590
Building Permits and Fees	\$6,983	\$0	\$6,983
Hotel Occupancy Taxes	\$1,525	\$0	\$1,525
Miscellaneous Taxes & User Fees	\$7,308	\$0	\$7,308
Subtotal Benefits	\$221,486	\$13,933	\$235,420
Cost of Providing Municipal Services	(\$14,765)	\$0	(\$14,765)
Cost of Providing Utility Services	(\$28,399)	\$0	(\$28,399)
Subtotal Costs	(\$43,164)	\$0	(\$43,164)
Net Benefits	\$178,322	\$13,933	\$192,256
<i>Percent of Total Net Benefits</i>	<i>92.8%</i>	<i>7.2%</i>	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$39,097
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$39,097

These financial incentives may be considered an investment in the Project made by the EDC. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

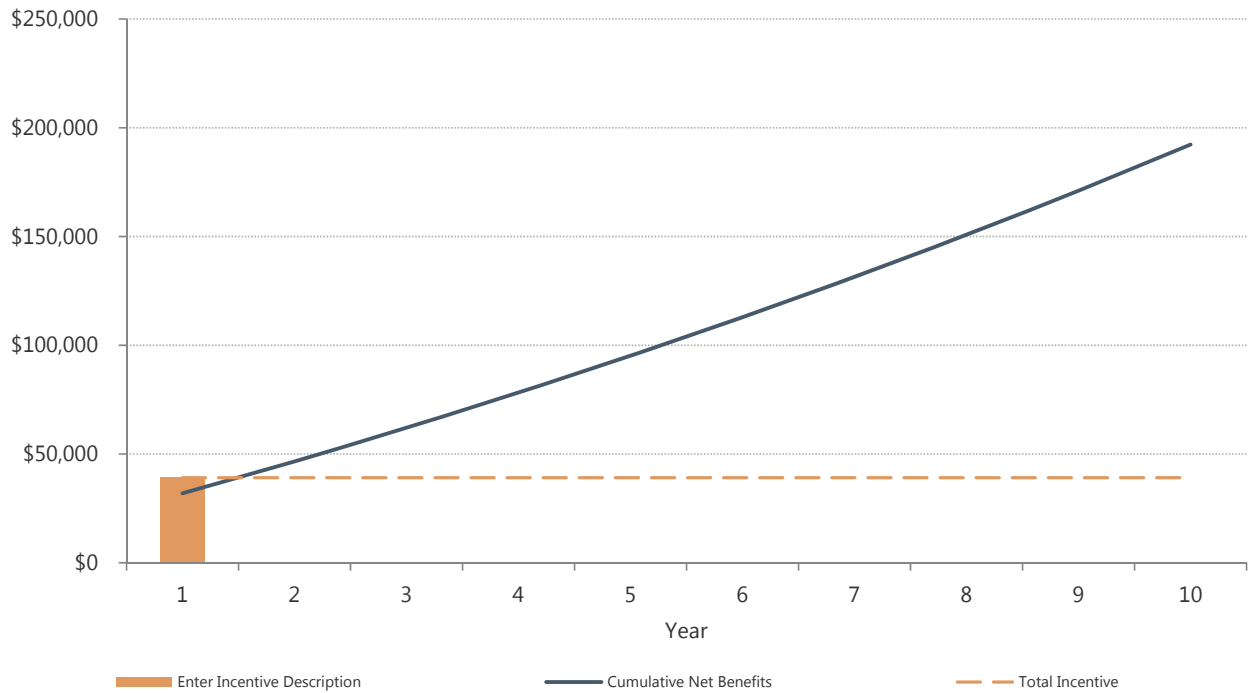
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$39,097
Rate of Return - 5 Years	48.7%
Rate of Return - 10 Years	49.2%
Payback period (years)	1.5

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

493000 Warehousing and storage		City	County
Employment Multiplier	(Type II Direct Effect)	1.2692	1.5352
Earnings Multiplier	(Type II Direct Effect)	1.3346	1.6653

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Reappoint three Associate/Alternate Judges to the Municipal Court for an additional one-year term.

Background:

Associate/Alternate Judges Michael Tiffin, Cindy Bennett-Smith, and Blair Bruce, have performed well during the past year, and staff recommends that they be reappointed for an additional one-year term.

Origination:

Municipal Court

Recommendation:

Reappoint Judges Tiffin, Bennett-Smith, and Bruce.

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

Robert S. Hauck

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 17, 2018

Topic:

Reappoint Associate/Alternate Prosecutor to the Municipal Court for an additional one-year term

Background:

Associate/Alternate Prosecutor Erik Berglund has performed well during the past year, and staff recommends that he be reappointed for an additional one-year term.

Origination:

Municipal Court

Recommendation:

Reappoint Prosecutor Berglund

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

Robert S. Hauck

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 17, 2018

Topic:
Presentation by Commissioner Jack Cagle regarding the Greenway Project

Background:

Origination:
Commissioner Jack Cagle, Harris County

Recommendation:
N/A

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

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Announce the Dates for the Vote on the 2018 Tax Levy, at the Regular City Council Meeting on October 1, 2018 at 6:00 p.m. and the Regular City Council Meeting at 6:00 p.m. on October 15, 2018

Background:

On September 4, 2018 Council set the dates for consideration and adoption of Ordinance No. 2018-33 on First and Second Readings at the regular Council meetings of October 1 and October 15, 2018.

Council must announce the dates That Council will vote on the passage of Ordinance No. 2018-33, setting the 2018 tax levy.

No special meetings are required and the Ordinance will be adopted within the 60-day time frame required under Tax Code, Sec. 26.05. The deadline to adopt the 2018 Tax Rate is October 19, the 60th day after the date we received the certified tax rolls.

Origination:

City Secretary

Recommendation:

Announce the dates for Council consideration and vote on the 2018 Tax Rate.

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

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Notice of Vote on 2018 Tax Rate

**NOTICE OF VOTE ON 2018 TAX RATE
FOR THE
CITY OF TOMBALL, TEXAS**



MONDAY, OCTOBER 1, 2018

6:00 P.M.

AND

MONDAY, OCTOBER 15, 2018

6:00 P.M.

Notice is hereby given that a **Vote to Adopt the 2018 Tax Rate** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, October 1, 2018 at 6:00 p.m., and at a Regular Council Meeting on Monday, October 15, 2018 at 6:00 p.m., at TOMBALL CITY HALL, 401 MARKET STREET, Tomball, Texas 77375, for the purpose of considering the following:

Ordinance No. 2018-33, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.341455/\$100 Value Assessed for the Year 2018 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other Matters Relating to the Subject.

A copy of the Ordinance will be available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas, Monday through Thursday, 7:45 a.m. to 5:00 p.m., and Friday, 7:45 a.m. to 4:00 p.m., beginning on **Monday, September 10, 2018**.

CERTIFICATION

I hereby certify that the above notice of meetings 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 5th day of September 2018 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

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 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.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve Resolution No. 2018-26, a Resolution of the City of Tomball, Texas, Amending the Master Fee Schedule for Fiscal Year 2018-2019

Background:

Resolution No. 2018-26, amending the Master Fee Schedule for 2018-2019, is presented for Council consideration and approval.

The fees reflected in Exhibit "A", a redlined version of the current Master Fee Schedule, must be authorized by Council via Resolution prior to inclusion in the Master Fee Schedule for Fiscal Year 2018-2019. Deletions are in red font, additions are in blue font.

Proposed changes in the following sections include:

- Building Permit Fees -
 - updated capital recovery fees, effective August 18, 2018, per Ordinance No. 2014-22, pages 17-18
- Community Development Fees -
 - removal of page 19, Building Inspections Which Must be Called In
 - addition of fees from Sec. 38-202, page 65
- Municipal Court Fees -
 - revision of Municipal Court fines and fees to match state-mandated charges and to bring City fines and fees in compliance with fees established by Ordinance, pages 39-45.

Upon completion, a completed/repaginated final copy of the Master Fee Schedule will be posted on the City's website.

Origination:

City Staff

Recommendation:

Staff recommends approving the changes proposed to the 2018-2019 Master Fee Schedule.

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

Doris Speer, City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

RESOLUTION NO. 2018-26

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS,
ADOPTING A MASTER FEE SCHEDULE FOR FISCAL YEAR
2018-2019.**

* * * * *

WHEREAS, the Tomball City Council desires to enhance government transparency through the adoption of a Master Fee Schedule for the convenience of the public; and

WHEREAS, the Tomball City Council finds it advantageous to adopt a Master Fee Schedule for Fiscal Year 2017-2018, to provide easier access to information regarding City services and associated fees for Tomball residents and commercial interests; **NOW, THEREFORE**

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

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

Section 2. A Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2018-2019 is hereby adopted, a copy of which is attached hereto as Exhibit "A" and incorporated herein.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this 17th day of September 2018.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

EXHIBIT “A”

CITY OF TOMBALL MASTER FEE SCHEDULE FY 2018-2019

Amended 3/5/2018

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GENERAL PENALTY FOR VIOLATIONS OF CODE (CHAPTER 1)

- I. Violation of Ordinances shall be punished by a fine not exceeding \$500.00
- II. Violations of ordinances that govern fire, safety, zoning, public health and sanitation shall be punished by a fine not exceeding \$2,000.00
- III. Violations of traffic laws which are punishable as a Class C misdemeanor shall be punished by a fine not exceeding \$200.00

ACCOUNTS RECEIVABLE FEES

(Sec. 2-240, Code of Ordinances)

In accordance with V.T.C.A., Code of Criminal Procedure art. 103.0031, there shall be imposed an additional fee of 30 percent (30%) on all debts and accounts receivable, i.e.: fines, fees, restitution, other debts, and costs that are more than 60 days past due and have been referred to a private firm for collection.

ALARM PERMIT APPLICATION FEE

(Sec. 16-49, Code of Ordinances)

Residential properties	No Fee
Individual apartment units	\$50.00
Nonresidential areas of an apartment complex equipped with a burglary alarm, hold up, panic, duress alarm system, or fire alarm system	\$50.00
Commercial alarm sites equipped with a burglary alarm, hold up, panic alarm, or fire alarm system	\$50.00

FALSE ALARM NOTIFICATION (CHAPTER 16)

(Sec. 16-59, Code of Ordinances)

If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false alarm notification.

Residential Alarms

First through Third False Alarm – No Fee
For each response after the third through the fifth--\$25.00
For each response after the fifth through the eighth--\$50.00
For each response after the eighth--\$100.00

Commercial Alarms

First through Third False Alarm – No Fee
For each response after the third through the fifth--\$50.00
For each response after the fifth through the eighth--\$75.00
For each response after the eighth--\$100.00

Panic Alarms

First and Second False Alarm – No Fee
For each response after the second false alarm – \$100.00 each

If an alarm system transmits more than two false panic alarm notifications within a 12-month period, the permittee shall pay the maximum service fee permitted by state law, but not more than \$100.00, for the third and each subsequent false panic alarm notification.

Operating an Alarm System without Permit or that Automatically Dials 911

(Sec. 16.77, Code of Ordinances)

Class C Misdemeanor – Punishable by a fine of not more than \$500.00, plus fee for each Police or Fire Department response to the activation of an unpermitted alarm system.

Revised 8-7-2017

AMBULANCE PERMIT FEES

<u>ANNUAL COMPANY PERMIT FEE:</u>	\$500.00 per year
<u>VEHICLE INSPECTION FEE:</u>	\$100.00 per vehicle
<u>VEHICLE RE-INSPECTION FEE:</u>	\$100.00 per vehicle

Chapter 16, Article III. (Ord. 2012-47)

BANNER DISPLAY FEES

Application to display a banner must be made at Public Works, 501 James Street at least one (1) month in advance.

Banners will be displayed in the 700 block of W. Main Street. Only one (1) banner will be displayed at a time. A banner may hang for a maximum of two (2) weeks.

APPLICATION FEE

The application fee is **\$75.00 per week**; payment is required when the application is presented.

Application must be made at least one (1) month in advance but not more than twelve (12) months advance. Applications are on a “first come-first served” basis. A TxDOT application for “Use of State of Texas Right-of-Way for Temporary Signs for Special Events” must be filled out and submitted along with City of Tomball reservation application and fees.

STORAGE FEE

Banner shall be picked up within one (1) week after expiration date. Owner will be assessed **\$2.00/day storage fee** if not picked up within the one (1) week period.

Rev. 11-26-2012

BINGO PRIZE FEE
(Sec. 42-59, Code of Ordinances)

One percent gross receipts tax on the conduct of bingo games within the city.

BUILDING PERMIT FEES

Ordinary fees for work commencing before permit issuance or after the work has been partially completed or concealed shall be double the fee set forth in the fee schedule adopted by the City.

(Chapter 10, Code of Ordinances)

BUILDING FEES

<u>TOTAL VALUATION</u>	<u>FEE</u>
\$1,000.00 and less	No fee, unless inspection is required, in which case, a \$15.00 fee for each inspection shall be charged.
\$1,001.00 to \$50,000.00	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,001.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof.

MOVING FEE

For the moving of any building or structure, the fee shall be \$110.00.

DEMOLITION FEE

For the demolition of any building or structures, the fee shall be:

0 - 100,000 cu. ft.	\$60.00
100,000 cu. ft. and over	\$0.50/1,000 cu. ft.

\$60.00 up to 100,000 cubic feet of demolition

\$0.50 per 1,000 cubic feet for volume greater than 100,000 cubic feet

For example, a 120,000 cubic foot demolition would cost \$70.00

PENALTIES

Where work for which a permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

A Certificate of Occupancy must be issued before moving in or a \$250.00 penalty, payable by the permit holder, and disconnection of all City utilities will apply.

PLAN-CHECKING FEES

When the valuation of the proposed construction exceeds \$1,000.00 and a plan is required to be submitted, a plan-checking fee shall be paid equal to one-half of the building permit fee. Such plan-checking fee is in addition to the building permit fee.

FEE FOR RE-INSPECTION

The re-inspection fee shall be \$25.00

BUILDING PERMIT (ELECTRICAL) FEES

~~These are not new fees but, through oversight, were not included in the Master Fee Schedule.~~

PERMIT FEES:

For issuing each permit	\$ 20.00
-------------------------	----------

PLUS THE FOLLOWING WHEN PROVIDED:

SERVICES

Signs, Serv. < 100 amp with meter loop	\$ 15.00
Service < 125 amp with meter loop	\$ 15.00
Service < 200 amp with meter loop	\$ 20.00
Service > 400 amp with meter loop	\$ 27.00
Service < 400 amp with meter loop	\$ 30.00
Plus - \$5 per each 100 amp	\$ 5.00
Subpanels with 2 or more circuits	\$ 5.00
Panel with 8 or more circuits	\$ 5.00

OUTLETS – (Includes all light switches and receptacle openings)

Outlets/Fixtures	\$.50
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ELECTRICAL APPLIANCES – Domestic

Range Receptacle	\$ 3.00
Clothes Dryer	\$ 3.00
Cooking Tops	\$ 3.00
Ovens	\$ 3.00
Garbage Disposals	\$ 3.00
Dishwashers	\$ 3.00
Window air conditioner receptacle	\$ 2.00
Central A/C and Heat	\$ 6.00
Electric Heat < 1 kw	\$ 3.00
Over 1 kw and < 10 kw	\$ 7.00
Over 10 kw	\$ 7.00
Plus .25 per each kw	\$ 1.00

MOTORS – Permanently installed (Motor control equipment is included in motor fees)

Motors < ¾ h.p.	\$ 3.00
Over ¾ h.p. and < 10 h.p.	\$ 7.00
Over 10 h.p.	\$ 10.00
Plus .25 per each h.p.	\$ 1.00

TRANSFORMERS

Up to and including 1kva	\$ 2.00
Over 1 kva and including 10 kva	\$ 10.00
Over 10 kva	\$ 12.00
1 kva to 10 kva transformer is \$12.00	
Over 10 kva transformer is \$10.00 plus \$1.00 for each kva over 10 kva	

SLAB INSPECTIONS

Slab inspection	\$ 15.00
Each additional slab inspection	\$ 7.00

Electrical work to be covered by slab. One slab inspection is \$15.00, additional slab inspections are \$7.00 each. The previous costs were incorrect.

BUILDING PERMIT (ELECTRICAL) FEES

MISCELLANEOUS ITEMS

Motion picture machines	\$ 5.00
Commercial sound equipment	\$ 3.00
Electric ranges	\$ 5.00
Ballpark and parking lot light poles	\$ 25.00
Pole with guy wire	\$ 7.00
Electric Water Heaters	\$ 5.00
Not exceeding 1500 watts	\$ 3.00
Over 1500 Watts	\$ 5.00
Plus \$1.00 per 1000 watts	\$ 7.00
X-ray Machines	\$ 8.00
Incandescent electric signs and Incandescent gas or vacuum tube signs (shop inspection) per kva	\$ 7.00
Incandescent electric sign inspection and incandescent gas or vacuum tube sign is \$7.00 per kva.	
Sign installation inspections, per kva	\$ 8.00
Streamers and festoon lighting, per circuit	\$ 2.00
Permanently connected electrical appliances and equipment of any nature not otherwise specified shall be charges as follows:	
5 kw or less, each	\$ 4.00
Over 5 kw, each	\$ 5.00
Partial cover-up, each	\$ 5.00
Ditch cover-up <100 ft.	\$ 12.00
Ditch cover-up >100 ft., per 100 ft.	\$ 6.00
Electric welders, each	\$ 6.00

TEMPORARY INSTALLATIONS – (must apply for TCI)

Wood saws, floor surfacing machines, paint-spraying apparatus, etc.	\$ 15.00
Temporary lighting installations	\$ 17.00
Temporary saw pole – 90 days only	\$ 17.00
Temporary cut-ins made permanent	\$ 25.00
Temporary cut-ins MUST HAVE	\$ 25.00
Temporary installation; i.e., carnivals, amusement, show, display or similar used installations. For this purpose: 1 h.p. motor load – 1 kva	
10 kva or less	\$ 25.00
Over 10 kva, per kva	\$ 2.00

Temporary cut-ins are for new businesses or home so they can get power on
for final inspection.

Temporary installations are for temporary power.

FEE FOR ELECTRICAL RE-INSPECTION

The re-inspection fee shall be \$25.00

Revised 8-7-2017

BUILDING PERMIT (MECHANICAL) FEES

INITIAL FEE

For issuing each permit \$15.00

ADDITIONAL FEES

Fee for inspecting heating, ventilating, ductwork, air-conditioning and refrigeration systems shall be \$20.00 for the first \$1,000.00, or fraction thereof, of valuation of the installation plus \$6.00 for each additional \$1,000.00 or fraction thereof.

Fee for inspecting repairs, alterations and additions to an existing system shall be \$6.00 plus \$3.00 for each \$1,000.00 or fraction thereof.

Fee for inspecting boilers (based upon Btu input):

33,000 Btu (1 Bhp) to 165,000 (5 Bhp)	\$ 7.00
165,001 Btu (5 Bhp) to 330,000 (10 Bhp)	\$12.00
330,001 Btu (10 Bhp) to 1,165,000 (52 Bhp)	\$17.00
1,165,001 Btu (52 Bhp) to 3,300,000 (98 Bhp)	\$27.00
Over 3,300,000 Btu	\$37.00

FEE FOR REINSPECTION

In case it becomes necessary to make a re-inspection of any heating, ventilation, air conditioning or refrigeration system, or boiler installation, the installer of such equipment shall pay a re-inspection fee of \$25.00

TEMPORARY OPERATION INSPECTION FEE

When preliminary inspection is requested for purposes of permitting temporary operation of a heating, ventilating, refrigeration or air conditioning system, or portion thereof, a fee of \$45.00 shall be paid by the contractor requesting such preliminary inspection. If the system is not approved for temporary operation on the first preliminary inspection, the usual re-inspection fee shall be charged for each subsequent preliminary inspection for such purpose.

SELF-CONTAINED UNITS LESS THAN TWO TONS

In all buildings, except one and two family dwellings, where self-contained air conditioning units of less than two tons are to be installed, the fee charged shall be that for the total cost of all units combined (see Additional Fees, above, for rate).

Revised 8-7-2017

BUILDING PERMIT (PLUMBING) FEES

PLUMBING PERMIT FEES

PERMIT FEES:

For issuing each permit	\$15.00
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PLUS THE FOLLOWING WHEN PROVIDED:

For each Plumbing Fixture, Floor Drain or Trap (Including Water and Drainage Piping)	\$ 3.00
For each House Sewer	\$ 6.00
For each House Sewer having to be replaced or repaired	\$ 6.00
For each Water Heater and/or Vent	\$ 3.00
For installation, alteration or repair of water piping and/or water treating equipment	\$ 6.00
For repair or alteration of Drainage or Vent Piping	\$ 6.00
For Vacuum Breakers or backflow protective devices installed subsequent to the installation of the piping or equipment served:	
One to Five	\$ 3.00
Over Five, each	\$ 2.00

FEE FOR PLUMBING RE-INSPECTION

The re-inspection fee shall be \$25.00

IRRIGATION PERMIT FEES

Residential - \$ 50.00 fixed fee

Commercial - \$100.00 base fee plus \$10.00 per zone

PERMITS/MISCELLANEOUS

Driveway - Residential	\$ 25.00
Driveway - Commercial	\$ 25.00
Construction	2% of Construction Cost
Roofing Permits	\$ 50.00
(Asphalt or metal, under 5 squares is exempt from permit requirement)	

Revised 8-7-2017

BUILDING PERMIT FEES

DOMESTIC AND COMMERCIAL WATER TAP FEES

Residential and Commercial Water Meter Connection Fees. The following connection fee shall be due and paid to the City before any water meter is provided, installed, inspected, and activated for use by the City. The fee for providing water service shall be based upon the meter required, and shall be as follows:

<u>Meter Size, In.</u>	<u>TOTAL COST**</u>
0.75	\$ 505.00
1.0	\$ 565.00
1.5	\$ 925.00
2.0	\$ 1,735.00
3.0	\$ 3,100.00
4.0	\$ 3,660.00
6.0	\$ 8,985.00 (Includes \$3,500 for vault)*

* Any other vaults requested will be at customer's expense.

**** FOR CONNECTIONS ON STATE RIGHTS-OF-WAY**

For meter sizes 0.625" through 2", add \$190.00 to connection fee schedule.

For meter sizes 3" through 6", add \$315.00 to connection fee schedule.

If a bore is required, a \$35.00 per foot of right-of-way width boring fee will be required up to a 2" service lead. Service leads larger than 2" will be \$70.00 per foot of right-of-way width.

RECONNECTION FEE

Water Service Reconnection Fee - \$25.00

BULK WATER SALES

Refer to Utility Fees – Bulk Sales

This charge includes the current fee for each 1,000 gallons used surcharge that the City collects on **behalf of NHCRWA and will be adjusted as the surcharge increases.**

Additionally, if a meter is desired, the deposit will be \$1,000.00.

BUILDING PERMIT FEES

DOMESTIC AND COMMERCIAL SEWER TAP FEES

Residential and Commercial Sanitary Sewerage Connection Fees. The following connection fee shall be due and paid to the City before any sewer connection is provided, installed, inspected, and activated into the City's wastewater collection system. The connection fee for such services shall be based upon the size of the sewer connection required, and shall be as follows:

<u>Connection Size</u>	<u>TOTAL COST**</u>
4"	\$555.00
6"	\$610.00
8" and above	\$625.00+

* If manhole is required, add \$2,000.00

**** FOR CONNECTIONS ON STATE RIGHTS-OF-WAY**

For connections on state right-of-way, add \$250.00 to connection fee schedule.

If a bore is required, a \$70.00 per foot of right-of-way width boring fee will be required up to a 6" service lead.

For 8" service lead, a \$75.00 per foot of right-of-way width boring fee will be charged.

SEWER LINE MAINTENANCE AND CONSTRUCTION **(CHAPTER 46)**

Sewer Service Reconnection fee (as requested by the department of public works) \$200.00

DOMESTIC AND COMMERCIAL GAS TAP FEES

Residential and Commercial Gas Meter Connection Fees. The following connection fee shall be due and paid to the City before any gas meter is provided, installed, inspected, and activated for use by the City. The fee for providing gas service shall be based upon the meter and regulator required (meter and regulator, four ounce [4 oz.*] only), and shall be as follows:

<u>BTUs</u>	<u>TOTAL COST **</u>	<u>METER SIZE</u>
0 to 345,000	\$ 695.00	250 – 275
345,001 to 450,000	\$ 830.00	415 – 450
451,001 to 1,760,000*	\$1,490.00	750 – 880
2,420,001 to 5,500,000*	\$3,770.00	3,000
5,500,001 to 11,000,000*	\$4,975.00	5,000

If pounds (lbs.) Are needed, must add an emcorector to total cost (total cost +\$1,175.00 = total price for pounds).

**** FOR CONNECTIONS ON STATE RIGHTS-OF-WAY**

For connections on state right-of-way, add \$250.00 to connection fee schedule for BTUs 0-450,000 BTUs.

Requirements above 450,001 BTUs, add \$350.00 to connection fee schedule.

For a service lead under a state right-of-way, add \$35.00/foot of right-of-way width.

BUILDING PERMIT FEES

CAPITAL RECOVERY FEES

PER CITY OF TOMBALL ORDINANCE NO. 2014-22

Effective August 18, 2018 – August 17, 2019*

<u>LUE'S</u>	<u>WATER METER SIZE</u>	<u>WATER</u>	<u>SEWER</u>	<u>TOTAL</u>
1.0	3/4"	\$2,325.96	\$2,322.57	\$4,648.53
2.5	1"	\$5,814.90	\$5,806.43	\$11,621.33
5.0	1 1/2"	\$11,629.80	\$11,612.85	\$23,242.65
8.0	2"	\$18,607.68	\$18,580.56	\$37,188.24
10.0	2" TURBINE	\$23,259.60	\$23,225.70	\$46,485.30
16.0	3"	\$37,215.36	\$37,161.12	\$74,376.48
24.0	3" TURBINE	\$55,823.04	\$55,741.68	\$111,564.72
25.0	4"	\$58,149.00	\$58,064.25	\$116,213.25
42.0	4" TURBINE	\$97,690.32	\$97,547.94	\$195,238.26
50.0	6"	\$116,298.00	\$116,128.50	\$232,426.50
92.0	6" TURBINE	\$213,988.32	\$213,676.44	\$427,664.76
80.0	8"	\$186,076.80	\$185,805.60	\$371,882.40
160.0	8" TURBINE	\$372,153.60	\$371,611.20	\$743,764.80
115.0	10"	\$267,485.40	\$267,095.55	\$534,580.95
250.0	10" TURBINE	\$581,490.00	\$580,642.50	\$1,162,132.50
330.0	12" TURBINE	\$767,566.80	\$766,448.10	\$1,534,014.90

NOTE: ALL NEW DEVELOPMENT OR CHANGE IN USE WILL BE REQUIRED TO CALCULATE THE LIVING UNIT EQUIVALENT (LUE) AND PAY THE GREATER VALUE BETWEEN THE MINIMUM METER SIZE IMPACT FEE OR THE CALCULATED LUES.

* REFER TO SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES FOR INCREASE IN FEES BASED ON EFFECTIVE DATE.

SCHEDULE OF MAXIMUM CAPITAL RECOVERY FEES

	Effective:	Effective:	Effective:	Effective:	Effective:
Per LUE	Aug. 18, 2014	Aug 18, 2015	Aug. 18, 2016	Aug. 18, 2017	Aug. 18, 2018
Water	\$1,528.49	\$1,727.86	\$1,927.22	\$2,126.59	\$2,325.96
Wastewater	\$1,901.21	\$2,100.58	\$2,299.95	\$2,322.57	\$2,322.57

Drainage effective August 18, 2014:

M118 per acre	\$5,757.81
M121E per acre	\$7,886.69
M121W per acre	\$6,692.00
M125 per acre	\$ 436.88

Revised 8-7-2017

BUILDING PERMIT FEES

~~BUILDING INSPECTIONS WHICH MUST BE CALLED IN~~

~~(281) 290-1480~~

BUILDING INSPECTIONS

- ~~1. STORM SEWER~~
- ~~2. PARKING LOT~~
- ~~3. FOUNDATION~~
- ~~4. FRAME~~
- ~~5. CEILING COVER~~
- ~~6. FINAL~~

MOVING INSPECTIONS

- ~~1. FINAL~~
- ~~2. UTILITIES CUT OFF~~
- ~~3. SITE~~

CONSTRUCTION INSPECTION

~~(PUBLIC RIGHT OF WAY)~~

- ~~1. PUBLIC WORKS~~

PLUMBING INSPECTIONS

- ~~1. GROUND~~
- ~~2. TOP OUT~~
- ~~3. WATER LINE~~
- ~~4. SEWER~~
- ~~5. GAS TEST~~
- ~~6. FINAL~~
- ~~7. ROOF DRAIN~~
- ~~8. GAS LINE~~

IRRIGATION INSPECTIONS

- ~~1. SITE~~
- ~~2. FINAL~~

POOL INSPECTIONS

- ~~1. STEEL~~
- ~~2. DECK~~
- ~~3. FINAL~~

DRIVEWAY INSPECTIONS

- ~~1. CULVERT~~
- ~~2. LOCATION FORM~~
- ~~3. APPROACH~~
- ~~4. FINAL~~

SIGN INSPECTIONS

- ~~1. SIGN INSTALLATION~~
- ~~2. FINAL~~

ELECTRICAL INSPECTIONS

- ~~1. T POLE~~
- ~~2. TGI~~
- ~~3. CEILING COVER~~
- ~~4. DITCH COVER~~
- ~~5. WALL COVER~~
- ~~6. SLAB~~
- ~~7. ROUGH IN~~
- ~~8. FINAL~~
- ~~9. SERVICE~~

ROOF INSPECTIONS

- ~~1. COVER UP~~
- ~~2. FINAL~~

MECHANICAL INSPECTIONS

- ~~1. ROUGH IN~~
- ~~2. WALL COVER~~
- ~~3. CEILING COVER~~
- ~~4. FINAL~~

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BUILDING STANDARDS COMMISSION FEE TO APPEAL DECISION

(Sec. 10-473, Code of Ordinances)

Fee to Appeal Decision, accompanied by written request
to the City Secretary within 10 days of the date of the
Building Standards Commission Hearing

\$10.00*

*Appeal is by City Council and shall be by a trial de novo.

CHAUFFEUR’S DRIVER FEES

<u>ANNUAL FEE:</u>	City of Tomball Chauffeur’s License Fee:	None
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10/2012

COMMUNITY CENTER FEES

Reservation Fee Guidelines

A. Meeting Room Fee Schedule (Based on availability)

	Non-profit Clubs/ Organizations*	Tomball Residents: Individuals, For-profit Businesses/ Non-profit Organizations which charge for service	Non Tomball Residents: Individuals, For-profit Businesses, Non-profit Organizations which charge for service
Monday thru 3:00 pm Friday (2 Hour Minimum)			
Room A	\$50.00/hr.	\$75.00/hr.	\$100.00/hr.
Room B	\$30.00/hr.	\$50.00/hr.	\$75.00/hr.
Room C	\$15.00/hr.	\$20.00/hr.	\$30.00/hr.
After 3:00 pm Friday (2 Hour Minimum)			
Room A	\$75.00/hr.	\$100.00/hr.	\$125.00/hr.
Room B	\$50.00/hr.	\$75.00/hr.	\$100.00/hr.
Room C	\$15.00/hr.	\$50.00/hr.	\$75.00/hr.

B. Kitchen Fee Schedule

1. The rental fee for Banquet Room A includes the use of the kitchen.
2. No other room is allowed the use of the kitchen with a rental.

Special Notes

A refundable deposit will be paid by each applicant prior to the confirmation of a reservation. Refund of this deposit is contingent upon satisfying any payment for damages to the facility by the Contracting Party.

Waiver of Fees

1. The following groups shall have their fees waived:
 - a. Tomball-based Non-profit youth organizations who provide proof of qualification
2. Tomball-based groups and organizations may request a waiver of fees from City staff. The guidelines for staff to follow when considering requests for waivers are as follows:
 - a. Applicant generates sales tax dollars for Tomball
 - b. Applicant supports City functions, events or programs
 - c. Applicant is a non-profit group or organization benefitting the City of Tomball in some manner.

Rev. 11-7-2012

COMMUNITY DEVELOPMENT FEES

PLANNING FEES

Rezoning	\$400 + \$10/acre
Conditional Use Permit	\$600
Planned Development (w/Concept or Site Plan)	\$1,000
Non-Residential Site Plan Review	\$250 <=2,000 SF of building area \$300 + \$10/acre >2,000 SF of building area
Single Family Site Plan/Building Elevation Review	\$50
Parking / Landscape Plan Review	\$100
Variance/Special Exception (Board of Adjustments)	\$100 Residential (<i>Except Multi-Family</i>) \$250 Non-Residential & Multi-Family
Zoning Ordinance/Text Amendment	\$500
Appeals	\$100
Zoning Verification Request	\$25
Copy of Zoning Ordinance (Spiral Bound Paper Copy)	\$15.85
Color Maps – 11 x 17	\$1.50
Comprehensive Plan Map Amendment	\$500
Comprehensive Plan Text Amendment	\$500
Rezoning and Comprehensive Plan Map Amendment	\$650 + \$10/acre
Rezoning and Comprehensive Text Amendment	\$650 + \$10/acre

COMMUNITY DEVELOPMENT FEES

PLATTING FEES

Preliminary Plat:	\$200.00	Base Fee
	\$1.00	Per Lot
	\$5.00	Per Acre (Includes reserves within a subdivision that do not include single-family lots)
Final, Replat, & Minor Plats:	\$200.00	Base Fee
	\$0.50	Per Lot
	\$2.00	Per Acre (Includes reserves within a subdivision that do not include single-family lots)
Recording & Filing Fees:	\$150.00	For the first sheet
	\$50.00	For each additional sheet
Joinder Lot	\$100.00	For Each Joinder Lot. (Resolution 2011-20)

ENGINEERING FEES

Floodplain Permit Application	\$25
Construction Permit Application	2% of the Cost of Construction
Right-of-Way Abandonment	\$300 (Administrative Policy 65, March 11, 2011)
Fee In Lieu of the Construction of Sidewalks	\$30 per linear foot of street frontage (Ordinance 2017-20)

Revised 8-7-2017

CORRECTIONAL FACILITY PERMIT APPLICATION FEE

(Sec. 14-357, Code of Ordinances)

Original Application Fee	\$350.00
Renewal Application Fee	\$100.00
Transfer Application Fee upon Change of Owner/Operator Of Correctional Facility	\$100.00

(Code of Ordinances, Chapter 14, Section 14-357)

DONATION CONTAINER PERMIT FEES

Annual Donation Container Permit Fee	\$ 25.00
(Sec. 22-194)	
Permit is valid for 12 months from the date first issued.	

Impounded Donation Container Fee	\$200.00
Daily Storage Fee	\$ 25.00
(Sec. 22-195)	

Rev. 10/14/2013

FILMING APPLICATION FEES

(Sec. 6-86, Code of Ordinances)

Application Processing Fee - \$25.00*

Fee for Use of City Property and City Equipment: Rates, as established by City Manager, that are adequate to compensate the City for the use of that property or equipment if the standard rate schedule is inapplicable or inappropriate for the specific use proposed.

*Fee may be waived by City Manager for nonprofit organizations.

FIRE MARSHAL'S OFFICE FEES

Life Safety Plan Review

1 - 2,500 sq.ft.	\$25.00
2,501 - 5,000 sq.ft.	\$50.00
5,001 - 10,000 sq.ft.	\$75.00
10,000 - more sq.ft.	\$100.00

Fire Sprinkler Systems

Review Fee	\$200.00
Riser	\$10.00 ea.
Fire Department Connection	\$10.00 ea.
Per Each Sprinkler Head	\$1.00 ea.

Fire Alarm Systems

Review Fee	\$200.00
Signal / Notification Device	\$2.00 ea.

Paint Booth / Mixing Room

Review Fee	\$200.00
Nozzle	\$1.00 ea.

Cooking Suppression System

Review Fee	\$200.00
Nozzle	\$1.00 ea.

Fuel Storage Tank Removal / Installation

For 1 Tank per site	\$150.00
For 2 Tanks per site	\$200.00
For 3 or more Tanks per site	\$250.00

Installation Penalty - No Permit Fee

2 x the cost of total plan review fee	
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Special Services - *to be paid before 3:45pm*

Special Handling / Same Day Service - Plans	\$100.00
After Hours Inspection - up to 4 hours	\$275.00
Each additional hour - rounded up to the next hour	\$75.00

Acceptance Testing / Fire Final Inspections

Inspection	No Fee
1st Re-Inspection	\$25.00
2nd Re-Inspection	\$50.00
3rd Re-Inspection	\$75.00
4th Re-Inspection and Each After	\$100.00

FIRE MARSHAL'S OFFICE FEES

State Licensed Facility Inspection - Group I Occupancy

Inspection	\$50.00
1st Re-Inspection	\$25.00
2nd Re-Inspection	\$50.00
3rd Re-Inspection	\$75.00
4th Re-Inspection and Each After	\$100.00

Life Safety Inspection - Annual

Inspection	No Fee
1st Re-Inspection	No Fee
2nd Re-Inspection	\$25.00
3rd Re-Inspection	\$50.00
4th Re-Inspection and Each After	\$75.00

FIRE MARSHAL'S OFFICE FEES

Permit Description	Permit Reference Number	Renewable or One-Time Permit	Cost
Administrative Fee (Once per calendar year/per permitted facility)		R	\$5.00
Aerosol Products	105.6.1	R	\$100.00
Amusement Buildings	105.6.2	R	\$100.00
Aviation Facilities	105.6.3	R	\$150.00
Carnivals & Fairs	105.6.4	R	\$150.00
RESERVED	105.6.5		
Cellulose Nitrate Film	105.6.5	R	\$100.00
Combustible Dust Producing Operations	105.6.6	R	\$100.00
Combustible Fibers	105.6.7	R	\$125.00
Compressed Gases	105.6.8	R	\$100.00
Covered Mall Buildings	105.6.9	R	\$50.00
Cryogenic Fluids	105.6.10	R	\$100.00
Cutting & Welding	105.6.11	R	\$75.00
Dry Cleaning Plants	105.6.12	R	\$100.00
Exhibits & Trade Shows	105.6.13	R	\$75.00
Explosives, including Fireworks	105.6.14	R	\$150.00
RESERVED	105.6.15		
Flammable and Combustible Liquids	105.6.16	R	\$75.00
Floor Finishing, including Bowling Lanes	105.6.17	R	\$100.00
RESERVED	105.6.18		
Fumigation and Insecticide Fogging	105.6.19	R	\$50.00
Hazardous Materials	105.6.20	R	\$150.00
HPM Facilities	105.6.21	R	\$150.00
High Pile Storage	105.6.22	R	\$75.00
Hot work Operations	105.6.23	R	\$75.00
Industrial Ovens	105.6.24	R	\$100.00
Lumber Yards and Wood Working Plants	105.6.25	R	\$100.00
Liquid or Gas Fueled vehicles in Assembly Buildings	105.6.26	R	\$100.00
LP Gas	105.6.27	R	\$100.00
Magnesium Working	105.6.28	R	\$150.00
Miscellaneous Combustible Storage	105.6.29	R	\$100.00
Open burning (commercial-trench)	105.6.30	R	\$150.00
RESERVED	105.6.31		
Open Flames and Candles	105.6.32	R	\$50.00
Organic Coating	105.6.33	R	\$100.00
Places of Assembly	105.6.34		
50-100		R	\$75.00
101-299		R	\$100.00
300 or More Occupants		R	\$125.00
RESERVED	105.6.35		
Pyrotechnic Special Effects Material	105.6.36	R	\$150.00
RESERVED	105.6.37-438		
Repair Garage	105.6.39	R	\$100.00
Motor Vehicle Fuel Dispensing Facility	105.6.39	R	\$100.00
Rooftop Heliports	105.6.40	R	\$150.00
Spraying & Dipping	105.6.41	R	\$150.00
Tire Storage	105.6.42	R	\$100.00
Temporary Structures, Tents & Canopies	105.6.43	R	\$75.00
RESERVED	105.6.44-45		
Wood Products	105.6.46	R	\$100.00
Fire Flow Test	105.6.50	O-T	\$150.00

GARBAGE BAG FEES

The City of Tomball furnishes two (2) rolls of fifty (50) bags to each residence annually.

For additional purchases of garbage bags, the fee is \$12.00 per 50-bag roll.

Rev. 11-7-2012

KENNEL LICENSE FEES and IMPOUNDED ANIMAL FEES

(Code of Ordinances, Chapter 8)

ANNUAL KENNEL LICENSE FEE:

\$ 10.00

RECOVERY OF IMPOUNDED ANIMALS FEE - (Sec. 8-178, Code of Ordinances) The following fees shall be recovered prior to release of impounded animal:

\$25.00 impounding fee
\$5.00 per day board fee
Cost of vaccination*

Second: \$40.00 impounding fee
\$5.00 per day board fee
Cost of vaccination*

Third and Subsequent: \$75.00 impounding fee
\$5.00 per day board fee
Cost of vaccination*

The owner of impounded animal(s) shall have the right to redeem the animal(s) upon the payment of any and all fees which may be due and payable for the impoundment of such animal, including any fines imposed, within three days after notice of impoundment has been posted, published or delivered (Sec. 8-178, Code of Ordinances).

REDEEMING IMPOUNDED ANIMALS SOLD BY

COUNTY HEALTH OFFICE OR CITY HUMANE OFFICER: Within 30 days, the original owner may redeem such animal upon paying purchaser double the amount paid by him for the animal, plus an amount equal to \$3.00 for each calendar day or fraction thereof for the care and feeding of such dog/cat and all veterinary expenses incurred by the purchaser. After 30 days, the animal shall become the absolute property of the purchaser (Sec. 8-68, Code of Ordinances).

IMPOUNDMENT FEES FOR HORSES, COWS, CATTLE OR OTHER LIVESTOCK:

\$25.00 plus \$5.00 for feeding and care per day for each horse, cow or cattle
\$15.00 plus \$2.00 for feeding and care per day for each head of other livestock
(Sec. 8-178, Code of Ordinances)

*Unless owner presents proof that the animal has been vaccinated within three months immediately preceding the impoundment (Section 8-103):

Rev. 5-2-2017

LIQUOR LICENSE/PERMIT FEES

(Sec. 4-24, Code of Ordinances)

The Texas Alcoholic Beverage Code provides that cities may levy and collect a fee not to exceed one-half the State fee for each permit issued for premises located within a city or town. Only the Mixed Beverage Permit and a Mixed Beverage Late Hours Permit have a three-year waiting period before fees may be collected by the City of Tomball. The process of Liquor related fees begin with the signature of the City Secretary or her Assistant on all applications made to TABC. Before any license is issued, the applicant shall pay to the city such fees as are authorized by state law.

The Permits listed below, along with their yearly rates, go into effect at the time the business begins operation, or shortly thereafter.

Two-Year Fee Chart

License Type	Description of License		T.A.B.C. 2-Year Fee	Tomball 2-Year Fee
BF	Beer Retailer's Off Premise		\$120.00	\$60.00
BG	Wine & Beer Retailer's	Years 1 and 2	\$2,000.00	\$1,000.00
		Year 3 and Subsequent	\$1,500.00	\$750.00
BQ	Wine & Beer Retailer's Off Premise		\$120.00	\$60.00
P	Package Store		\$1,000.00	\$500.00
Q	Wine-Only Package Store		\$150.00	\$75.00
MB	Mixed Beverage	Years 1 and 2	\$6,000.00	\$0.00
	1 st Renewal	Years 3 and 4	\$4,500.00	\$1,125.00
	2 nd Renewal	Years 5 and 6	\$3,000.00	\$1,150.00
	3 rd Renewal	Subsequent Years	\$1,500.00	\$750.00
LB	Late Hours Mixed Beverage		\$300.00	\$150.00

Revised 11-7-2012

**MANUFACTURED HOME PARK
OR RECREATIONAL VEHICLE PARK
CONSTRUCTION OR ENLARGEMENT FEES**
(Sec. 26-24, Code of Ordinances)

APPLICATION FEE: \$100.00 plus \$10.00 per unit in excess of 25 units (spaces)

(COPY OF RECEIPT MUST BE ATTACHED TO APPLICATION)

**MANUFACTURED HOME PARK OR
RECREATIONAL VEHICLE
PARK OPERATIONS LICENSE FEES**
(Chapter 26, Code of Ordinances)

NOTE: Operations License expire December 31

OPERATIONS LICENSE FEE: *(Copy of Receipt must be attached to Application)*

(Fees are based on the number of spaces in the park)

<u>BASE FEE</u>	+	<u>NUMBER OF SPACES</u>	=	<u>TOTAL FEE</u>
\$100.00/year	plus	\$3.00 for each space within the park		

Example:

If Park has 20 spaces, the fee would be:

Base Fee	=	\$ 100.00
20 Spaces x \$3.00	=	<u>\$ 60.00</u>
Total Fee Due	=	\$ 160.00

MUNICIPAL COURT BUILDING SECURITY FUND (CHAPTER 28)

\$3.00 against all defendants convicted in a trial of a misdemeanor offense by the municipal court.

MUNICIPAL COURT TECHNOLOGY FUND (CHAPTER 28)

\$4.00 against all defendants convicted in a trial of a misdemeanor offense by the municipal court.

MUNICIPAL COURT JUVENILE CASE MANAGER FUND (CHAPTER 28)

\$5.00 against all defendants upon conviction for a fine-only misdemeanor offense by the municipal court.

The municipal court judge is authorized to waive the fee in case of financial hardship.

MUNICIPAL COURT FINES/FEES

The facts and circumstance of each case determines the amount of the fine the court assesses. The range of punishment of most traffic related state offenses or fine for most municipal court violations are as followed:

Class C violations are punishable by a maximum fine of \$500, except that zoning, fire safety, and health violations may have fines of up to \$2000 per offense.

Most traffic related state offenses have a maximum fine of \$200. There are many exceptions:

ex. Failure to Maintain Financial Responsibility (no insurance) -- \$175 to \$350 fine for first offense

ex. Failure to comply with warning sign in construction or maintenance zone (when workers are present)

Tex Transp Code § 472.022(d)-- \$2 to \$400 fine

ex. -- Failure to yield the right of way to another vehicle that a crash resulted from that failure to yield, and a person other than the operator suffered bodily injury as a result, the offense is punishable by a fine of \$500 to \$2,000. Texas Transportation Code § 542.4045. If a person other than the operator suffered serious bodily injury, the offense is punishable by a fine of \$1,000 to \$4,000.

Prior Convictions may also enhance the penalty and require a higher fine. Contact the court for more information on fines.

OFFENSE: SPEEDING

	FINE	COURT COSTS	TOTAL	WP	TOTAL
SPEEDING 1-15	\$80.90	\$104.10	\$185.00	\$25.00	\$210.00
16	\$83.90	\$104.10	\$188.00	\$25.00	\$213.00
17	\$86.90	\$104.10	\$191.00	\$25.00	\$216.00
18	\$89.90	\$104.10	\$194.00	\$25.00	\$219.00
19	\$92.90	\$104.10	\$197.00	\$25.00	\$222.00
20	\$95.90	\$104.10	\$200.00	\$25.00	\$225.00
21	\$98.90	\$104.10	\$203.00	\$25.00	\$228.00
22	\$101.90	\$104.10	\$206.00	\$25.00	\$231.00
23	\$104.90	\$104.10	\$209.00	\$25.00	\$234.00
24	\$107.90	\$104.10	\$212.00	\$25.00	\$237.00
25	\$110.90	\$104.10	\$215.00	\$25.00	\$240.00
26	\$113.90	\$104.10	\$218.00	\$25.00	\$243.00
27	\$116.90	\$104.10	\$221.00	\$25.00	\$246.00
28	\$119.90	\$104.10	\$224.00	\$25.00	\$249.00
29	\$122.90	\$104.10	\$227.00	\$25.00	\$252.00
30	\$125.90	\$104.10	\$230.00	\$25.00	\$255.00

NOTE: Defendants receiving a Disregard Warning Sign-Workers Present or possessing a CDL are NOT eligible for Driving Safety Course or Deferred.

**** ALL FINES DOUBLE IF VIOLATION IS IN A CONSTRUCTION ZONE WITH WORKERS PRESENT**

Revised 8-7-2017

MUNICIPAL COURT FINES/FEES

SPEEDING SCHOOL ZONES

\$7 fee eff 1/31/14				
Speeding School Zone table fine fee				
miles over				
1-15 MILES	\$	203.00		\$ \$210.00
16	\$	206.00	1	\$ \$213.00
17	\$	209.00	2	\$ \$216.00
18	\$	212.00	3	\$ \$219.00
19	\$	215.00	4	\$ \$222.00
20	\$	218.00	5	\$ \$225.00
21	\$	221.00	6	\$ \$228.00
22	\$	224.00	7	\$ \$231.00
23	\$	227.00	8	\$ \$234.00
24	\$	230.00	9	\$ \$237.00
25	\$	233.00	10	\$ \$240.00
26	\$	236.00	11	\$ \$243.00
27	\$	239.00	12	\$ \$246.00
28	\$	242.00	13	\$ \$249.00
29	\$	245.00	14	\$ \$252.00
30	\$	248.00	15	\$ \$255.00
31	\$	251.00	16	\$ \$258.00
32	\$	254.00	17	\$ \$261.00
33	\$	257.00	18	\$ \$264.00
34	\$	260.00	19	\$ \$267.00
35	\$	263.00	20	\$ \$270.00
36	\$	266.00	21	\$ \$273.00
37	\$	269.00	22	\$ \$276.00
38	\$	272.00	23	\$ \$279.00
39	\$	275.00	24	\$ \$282.00
40	\$	278.00	25	\$ \$285.00
41	\$	281.00	26	\$ \$288.00
42	\$	284.00	27	\$ \$291.00
43	\$	287.00	28	\$ \$294.00
44	\$	290.00	29	\$ \$297.00
45	\$	293.00	30	\$ \$300.00
46	\$	296.00	31	\$ \$303.00
47	\$	299.00	32	\$ \$306.00

**** ALL FINES DOUBLE IF VIOLATION IS IN A CONSTRUCTION ZONE WITH WORKERS PRESENT**

COLLECTION FEE FOR MUNICIPAL COURT

Notice:

Effective November 2, 2004, courts instituted a 30 percent collection fee on delinquent cases that are referred to a collection agency.

Charge of additional 30% Collection Fee on Delinquent Cases:

The State Legislature passed a bill authorizing the assessment of a 30% collection fee to any case in which a defendant had either failed to pay or failed to appear on or before their court date on all violations processed by the court; traffic, non-traffic and parking cases. All cases are referred to a delinquent collections agency when they have been delinquent for more than 60 days.

Revised 8-7-2017

MUNICIPAL COURT FINES/FEES

TIME PAYMENT FEE

Defendants who are set up on a payment plan will be assessed a one-time time payment fee \$25 on or after 31st day following a judgement per offense still open on the payment plan. This fee is a state fee and cannot be waived.

REDLIGHT ENFORCEMENT:

APPEAL FILING FEE * NON REFUNDABLE

FINE

\$50

FINE

\$75

ADMINISTRATION HEARING

\$25

- IF FOUND LIABLE YOU WILL BE RESPONSIBLE FOR \$75 FINE PLUS THE \$25.00
ADMIN HEARING FEE

Revised 8-7-2017

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3001	SPEEDING	TC 545.351	TC 542.401	SEE CHART	
3002	UNSAFE SPEED (TOO FAST FOR CONDITIONS)	TC 545.351	TC 542.401	SEE CHART	
3003	IMPEDING TRAFFIC	TC 545.363	TC 542.401	119.90	104.10
3005	FAIL TO YIELD TO VEHICLE LEAVING HIGHWAY	TC 545.154			
3005	FAIL TO YIELD RIGHT OF WAY	TC 545.151	TC 542.401	119.90	104.10
3006	RAN STOP SIGN	TC 545.151	TC 542.401	119.90	104.10
3007	RAN RED LIGHT	TC 544.007	TC 542.401	119.90	104.10
3008	DISREGARD FLASHING YELLOW SIGNAL	TC 544.008	TC 542.401	119.90	104.10
3009	CHANGED LANE WHEN UNSAFE	TC 545.060(a)(2)	TC 542.401	119.90	104.10
3011	TURNED LEFT FROM WRONG LANE	TC 545.101(b)-(d)	TC 542.401	119.90	104.10
3012	TURNED RIGHT FROM WRONG LANE	TC 545.101(a)	TC 542.401	119.90	104.10
3013	CUT CORNER LEFT TURN	TC 545.101(b)-(d)	TC 542.401	119.90	104.10
3014	IMPROPER TURN	TC 545.103	TC 542.401	119.90	104.10
3015	DROVE WRONG SIDE OF ROAD	TC 545.051(a),(c)	TC 542.401	119.90	104.10
3016	DROVE WRONGWAY ON ONE-WAY ROADWAY	TC 545.059 (b)	TC 542.401	119.90	104.10
3017	FOLLOWING TOO CLOSELY (CARVAN, TRUCK)	TC 545.062	TC 542.401	119.90	104.10
3018	PASSED - INSUFFICIENT CLEARANCE	TC 545.054	TC 542.401	119.90	104.10
3019	DISREGARD NO PASSING ZONE	TC 545.055 (a)	TC 542.401	119.90	104.10
3020	ILLEGAL PASS ON RIGHT	TC 545.057 (a)(b)	TC 542.401	119.90	104.10
3021	FAIL TO STOP OR REMAIN STOPPED FOR SCHOOL BUS	TC 545.066	TC 545.066(c)	500.00	104.00
**3021	1000-2000 FOR SUBSEQUENT OFF W/ 5 YEARS			MAX1250	
3022	FAIL TO PASS RIGHT SAFELY	TC 545.057 (a)(b)	TC 542.401	119.90	104.10
3024	UNSAFE START FROM PARKED, STOPPED OR STANDING POSITION	TC 545.402	TC 542.401	119.90	104.10
3025	FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - 2ND OFFENSE	TC 601.191	TC 601.191(b)	500.00	71.00
3026	PARKING ON ROADWAY; STOP OR STAND ON A ROADWAY	TC 545.301	TC 542.401	119.90	104.10
3028	CROSSING PHYSICAL BARRIER	TC 545.063(b)	TC 542.401	119.90	104.10
3030	UNRESTRAINED CHILD UNDER FOUR	TC 545.412	TC 542.401	*NOT ACTIVE	
3031	FAILURE TO SECURE CHILD UNDER 8 IN SAFETY SEAT	TC 545.412	TC 545.412(b)	116.00	104.00
3032	NO SEAT BELT - DRIVER	TC 545.413(a)	TC 545.413(d)	40.00	104.00
3033	NO SEAT BELT - PASSENGER	TC 545.413(a)	TC 545.412(d)	40.00	104.00
3034	CHILD (8-16) NOT SECURED BY SAFETY BELT	TC 545.413(b)	TC 545.413(d)	116.00	104.00
3038	OPERATE VEHICLE WITH CHILD IN OPEN BED	TC 545.414	TC 545.414(b)	120.00	104.00
3035	POSS OF ALCOHOL IN MOTOR VEH			170.00	104.00
3039	SPEEDING 15MPH OVER THE SPEED LIMIT (COMMERCIAL LICENSE ONLY)	TC 545.351	TC 542.401	SEE CHART	
3045	FAIL TO GIVE INFO/RENDER AID LESS THAN \$200 DAMAGE	TC 550.022(a) TC 550.023	TC 550.022(c)	119.90	71.10
3049	FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY- 1ST OFFENSE	TC 601.191	TC 601.191(b)	215.00	71.00
3050	FAIL TO CONTROL SPEED	TC 545.351	TC 542.401	119.90	104.10
3051	SPEED UNDER MINIMUM	TC 545.363	TC 542.401	119.90	104.10
3052	FAIL TO YIELD AT STOP INTERSECTION(STOP SIGN)	TC 545.153(b)	TC 542.401	119.90	104.10
3053	FAIL TO YIELD AT YIELD SIGN	TC 545.153(b)	TC 542.401	119.90	104.10
3054	FAIL TO YIELD ROW AT OPEN INTERSECTION(SPECIFY TYPE)	TC 545.151	TC 542.401	119.90	104.10
3055	FAIL TO YIELD ROW--TURNING LEFT (AT INTERSECTION, ALLEY, PRIVATE ROAD, OR DRIVEWAY)	TC 545.152	TC 542.401	119.90	104.10
3056	FAIL TO YIELD ROW LEAVING PRIVATE DRIVE, ALLEY, BUILDING	TC 545.155	TC 542.401	119.90	104.10

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3057	FAIL TO YIELD ROW TO EMERGENCY VEHICLE	TC 545.156	TC 542.401	119.90	104.10
3058	FAIL TO YIELD ROW ON GREEN ARROW SIGNAL	TC 544.007	TC 542.401	119.90	104.10
3059	DISREGARD OFFICIAL TRAFFIC CONTROL DEVICE	TC 544.004	TC 542.401	119.90	104.10
3060	FAIL TO STOP - DESIGNATED POINT (AT STOP SIGN)	TC 544.010	TC 542.401	119.90	104.10
3061	FAIL TO STOP - DESIGNATED POINT (AT YIELD SIGN)	TC 544.010	TC 542.401	119.90	104.10
3062	LACK OF CAUTION ON GREEN ARROW SIGNAL	TC 544.007	TC 542.401	119.90	104.10
3063	FAIL TO STOP AT PROPER PLACE (AT TRAFFIC LIGHT)	TC 544.007	TC 542.401	119.90	104.10
3064	FAIL TO STOP AT PROPER PLACE (NOT AT INTERSECTION)	TC 544.007	TC 542.401	119.90	104.10
3065	DISREGARD WARNING SIGN OR BARRICADES AT CONSTRUCTION ZONE* fine DOUBLE IF WORKERS PRESENT)	TC 472.022	TC 472.022(d)	119.90	104.10
3066	DROVE THROUGH SAFETY ZONE	TC 545.403	TC 542.401	119.90	104.10
3067	DISREGARD FLASHING RED SIGNAL(AT STOP SIGN, ETC.)	TC 544.008	TC 542.401	119.90	104.10
3068	FAIL TO STOP AT PROPER PLACE (FLASHING RED SIGNAL)	TC 544.008	TC 542.401	119.90	104.10
3069	DISREGARD LANE CONTROL SIGNAL	TC 544.009	TC 542.401	119.90	104.10
3070	FAIL TO DRIVE IN SINGLE LANE	TC 545.060	TC 542.401	119.90	104.10
3071	DISREGARD NO LANE CHANGE SIGN	TC 545.060	TC 542.401	119.90	104.10
3072	DISREGARD SIGNAL AT RR CROSSING	TC 545.251(d)	TC 542.401	119.90	104.10
3073	DISREGARD RR CROSSING GATE CR FLAGMAN	TC 545.251(d)	TC 542.401	119.90	104.10
3074	FAIL TO STOP AT MARKED RR CROSSING	TC 545.252(b)	TC 542.401	119.90	104.10
3075	OPER OF HEAVY EQUIP DISREGARDED SIGNAL OF APPROACHING TRAIN	TC 545.255(d)	TC 542.401	119.90	104.10
3076	TURNED ACROSS DIVIDING SECTION	TC 545.063(b)	TC 542.401	119.90	104.10
3077	TURNED RIGHT TOO WIDE	TC 545.101(a)	TC 542.401	119.90	104.10
3078	DISREGARD TURN MARKS AT INTERSECTION	TC 545.101	TC 542.401	119.90	104.10
3079	MADE U-TURN ON CURVE OR HILL	TC 545.102	TC 542.401	119.90	104.10
3080	TURNED WHEN UNSAFE	TC 545.103	TC 542.401	119.90	104.10
3081	CUT ACROSS DRIVEWAY	TC 545.423	TC 542.401	119.90	104.10
3082	FAIL TO YIELD ROW ON LEFT AT CBSTRUCTION	TC 545.051	TC 542.401	119.90	104.10
3084	FAIL TO SIGNAL LANE CHANGE	TC 545.104	TC 542.401	119.90	104.10
3085	FAIL TO GIVE ONE-HALF OF ROADWAY	TC 545.052	TC 542.401	119.90	104.10
3086	FAIL TO PASS ON THE RIGHT	TC 545.052	TC 542.401	119.90	104.10
3088	DROVE ON WRONG SIDE OF DIVIDED HIGHWAY	TC 545.063(a)	TC 542.401	119.90	104.10
3089	DROVE CENTER LANE (NOT PASSING, NOT TURNING LEFT)	TC 545.060(b)	TC 542.401	119.90	104.10
3090	DROVE WRONG WAY IN DESIGNATED LANE	TC 545.060 (c)	TC 542.401	119.90	104.10
3091	WRONG SIDE ROAD - NOT PASSING	TC 545.055(b)	TC 542.401	119.90	104.10
3092	CUT IN AFTER PASSING	TC 545.053(a)	TC 542.401	119.90	104.10
3096	FAIL TO SIGNAL TURN / LANE CHANGE	TC 545.104(a)	TC 542.401	119.90	104.10
3097	FAIL TO SIGNAL REQUIRED DISTANCE BEFORE TURNING 100FT	TC 545.104(b)	TC 542.401	119.90	104.10
3099	IMPROPER TURN OR STOP HAND SIGNAL	TC 545.106	TC 542.401	119.90	104.10
3101	DRIVING WHILE LICENSE INVALID OR SUSPENDED	TC 521.457	TC 521.457(e)	300.00	71.00
3103	NO DRIVER'S LICENSE	TC 521.021	TC 521.461(b)	90.00	71.00
3106	VIOLATE DL RESTRICTION	TC 521.221	TC 521.221(c) TC 521.461(b)	90.00	71.00
3107	PERMIT UNLAWFUL USE OF DL			90.00	71.00
3112	NO MOTORCYCLE ENDORSEMENT	TC 521.221	TC 521.221(c) TC 521.461(b)	90.00	71.00
3115	FAIL TO YIELD ROW TO PEDESTRIAN ON SIDEWALK	TC 552.006(c)	TC 542.401	119.90	104.10
3116	FAIL TO YIELD ROW TO PEDESTRIAN IN CROSSWALK*FINE CHANGES 0-500IF BODILY INJURY OR DEATH	TC 552.003(a)	TC 542.401	119.90	104.10
3120	CARRY PASSENGER WITHOUT A HELMET	TC 661.003	TC 661.003(i)	49.00	71.00

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3121	DISREGARD POLICE OFFICER	TC 542.501	TC 542.401	119.90	104.10
3124	FAIL TO GIVE WAY WHEN OVERTAKEN	TC545.053(b)	TC 542.401	119.90	104.10
3125	INCREASE SPEED WHILE BEING OVERTAKEN	TC.545.053(b)	TC 542.401	119.90	104.10
3127	DROVE ONTO(OR FROM) CONTROLLED ACCESS HIGHWAY WHERE PROHIBITED	TC545.064	TC 542.401	119.90	104.10
3131	FAILED TO STOP FOR APPROACHING TRAIN	TC 545.251	TC 542.401	119.90	104.10
3138	FAIL TO STOP EMERGING FROM (ALLEY, DRIVEWAY, OR BUILDING)	TC 545.256	TC 542.401(c)	119.90	104.10
3149	WRONG MVR-ASSIGNED TO OTHER VEHICLE	TC 502.475	TC 502.471(c)	80.00	71.00
3155	FAIL TO DIM HEADLIGHTS MEETING	TC 547.333 (c)	TC 542.401	35.00	104.00
3156	FAIL TO DIM HEADLIGHTS- FOLLOWING	TC 547.333	TC 542.401	35.00	104.00
3158	UNAUTHORIZED USE OF SIREN BELL OR WHISTLE	TC 547.501	TC 542.401	119.90	104.10
3161	NO HEADLAMP (S) -NOT EQUIPPED	TC 547.321/ 547.004	TC 542.401	55.00	104.00
3162	DEFECTIVE HEAD LAMP(S)	TC 547.321	TC 542.401	55.00	104.00
3163	HEAD LAMP(S) GLARING, NOT ADJUSTED	TC 547.333	TC 542.401	55.00	104.00
3166	NO TAIL LAMP(S) - NOT EQUIPPED	TC 547.322	TC 542.401	55.00	104.00
3167	DEFECTIVE TAIL LAMP(S)	TC 547.322	TC 542.401	55.00	104.00
3168	TAIL LAMP(S) IMPROPERLY LOCATED	TC 547.322	TC 542.401	55.00	104.00
3169	NO STOP LAMP(S)	TC 547.323	TC 542.401	55.00	104.00
3169	NO STOP LAMP ON MOTORCYCLE (OR MOTOR-DRIVEN CYCLE)	TC 547.801	TC 542.401	55.00	104.00
3170	DEFECTIVE STOP LAMP(S)	TC 547.323	TC 542.401	55.00	104.00
3172	DEFECTIVE TURN SIGNAL LAMP(S)	TC 547.324	TC 542.401	55.00	104.00
3174	DEFECTIVE PARKING LAMP(S)	TC 547.383	TC 542.401	55.00	104.00
3175	IMPROPER USE OF BACK-UP LAMPS	TC 547.332	TC 542.401	55.00	104.00
3186	WHITE LIGHTS SHOWING TO REAR	TC547.303/547.004	TC 547.401	55.00	104.00
3194	COASTING	TC 545.406	TC 542.401	119.90	104.10
3198	DROVE WITHOUT LIGHTS (WHEN REQUIRED)	TC 547.302	TC 542.401	119.90	104.10
3202	VIOLATE OPERATING HOURS-MINOR	TC 545.424	TC 542.401	90.00	71.00
3204	PASSING AUTHORIZED EMERGENCY VEHICLE	TC 545.157	TC 542.401	119.90	104.10
3205	DISPLAY EXPIRED INSPECTION STICKER (no longer writeable offense * new) old fee can be collected	TC 548.602	TC 542.401	76.00	71.00
3207	OPERATE MOTORCYCLE WITHOUT APPROVED HEADGEAR	TC 661.003	TC 542.401	119.90	104.10
3210	TOO MANY SPOT LAMPS	TC 547.327	TC 542.401	50.00	71.00
3225	UNNECESSARY USE OF HORN	TC 547.501	TC 542.401	200.00	71.00
3227	MUFFLER VIOLATION	TC547.604	TC 542.401	60.00	104.00
3229	DEFECTIVE EXHAUST EMISSION SYSTEM	TC 547.605(c)	TC 542.401	60.00	104.00
3231	ILLEGAL WINDOW TINT	TC 547.613(a)	TC 542.401	55.00	104.10
3233	DEFECTIVE WINDSHIELD WIPER	TC 547.603	TC 542.401	55.00	104.10
3251	NO FRONT SEAT BELTS (WHEN REQUIRED)	TC 547.601	TC 542.401	40.00	104.00
3252	PARKED WITHIN AN INTERSECTION	TC 545.302	TC 542.401	15.00	49.00
3253	PARK ON A CROSSWALK	TC 545.302	TC 542.401	15.00	49.00
3254	PARKED ON A BRIDGE OR IN A TUNNEL	TC 545.302	TC 542.401	15.00	49.00
3255	PARKED ON GRADE - FAILED TO TURN WHEELS	TC 545.404	TC 542.401	15.00	49.00
3256	PARKED AND FAILED TO SET BRAKES	TC 545.404	TC 542.401	15.00	49.00
3257	PARKED WITHOUT STOPPING ENGINE	TC 545.404	TC 542.401	15.00	49.00
3259	EXPIRED OPERATOR'S LICENSE	TC 522.011	TC 542.401	90.00	104.00
3260	EXPIRED COMMERCIAL OPERATOR'S LICENSE	TC 522.051	TC 542.401	90.00	104.00
3261	EXPIRED CHAUFFEUR'S LICENSE (WHEN APPLICABLE)	TC 522.051	TC 542.401	90.00	104.00
3263	FAIL TO DISPLAY DRIVER'S LICENSE	TC 521.025	TC 542.401	90.00	104.00
3264	FAIL TO REPORT CHANGE OF ADDRESS/ NAME	TC 521.054	TC 542.401	90.00	104.00
3272	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING UNATTENDED VEHICLE	TC 550.024	TC 542.401	120.00	104.00

Revised 8-7-2018

MUNICIPAL COURT FINES/FEEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3273	FAIL TO COMPLY WITH REQUIREMENTS ON STRIKING FIXTURES ON HIGHWAY	TC 550.025	TC 542.401	120.00	104.00
3274	NO LICENSE PLATE LAMP	TC 547.322	TC 542.401	119.90	104.10
3283	ILLEGAL LOAD EXTENSION	TC 621.206		119.90	104.10
3284	PARKED DOUBLE	TC 545.302		119.90	104.10
3287	FAILED TO YIELD ROW - TURNING RIGHT ON RED SIGNAL	TC 544.007		119.90	104.10
3288	FAILED TO YIELD ROW - CHANGING LANES	TC 545.061		119.90	104.10
3301	NO COMMERCIAL DRIVER LICENSEE (CDL)	TC 522.011		90.00	71.00
3302	FAIL TO REPORT CHANGE OF ADDRESS OR NAME - CDL	TC 522.032		90.00	71.00
3303	FAIL TO GET TX CDL AFTER 30 DAY'S	TC522.015		90.00	71.00
3305	ENDORSEMENT VIOLATION - CDL	TC 522.042		150.00	71.00
3306	RESTRICTION VIOLATION - CDL	TC 522.043		150.00	71.00
3309	OPEN CONTAINER DRIVER	PC49.031	PC 49.031(d)	235.00	71.00
3314	INTERFERE WITH FUNERAL PROCESSION	PC 42.05		235.00	71.00
3315	DROVE ON SIDEWALK	TC 545.422		119.90	104.10
3316	ILLEGAL BACKING	TC 545.415		119.90	104.10
3320	OBSTRUCTING TRAFFIC	TC 545.363		119.90	104.10
3321	DRIVER OPENED DOOR IN MOVING TRAFFIC	TC 545.418		119.90	104.10
3322	OPERATE VEHICLE WHERE PROHIBITED	TC 545.064		119.90	104.10
3323	OPEN CONTAINER(PASSANGER)	PC 49.031	PC 490.031(d)	235.00	71.00
3333	VIOLATE PROMISE TO APPEAR	TC 543.009		125.00	71.00
3333	VIOLATE PROMISE TO APPEAR W/ WARRANT FEE AND OMNI FEE	TC 543.009		125.00	151.00
3333	VIOLATE PROMISE TO APPEAR W/ WARRANT FEE AND NO OMNI FEE	TC 543.009		125.00	121.00
3334	UNAUTHORIZED GLASS COATING MATERIAL	TC 547.101		119.90	104.10
3337	FAILURE TO APPEAR/ BAIL JUMPING	PC 38.10		119.90	104.10
3338	FAIL TO IDENTIFY	PC 38.02		119.90	104.10
3341	DROVE AROUND BARRICADE	TC 472.022		119.90	104.10
3342	DISOBEY WARNING SIGN	TC 472.022		119.90	104.10
3347	DRIVING WHILE LICENSE DISQUALIFIED -CMV	TC 522.071		119.90	104.10
3354	DISPLAY TRAFFIC SIGN OR SIGNAL WITH ADVERTISING	TC 544.006		119.90	104.10
3355	EMPLOY UNLICENSED COMMERCIAL DRIVER	TC 521.459		119.90	104.10
3356	FAIL TO REMOVE INJURIOUS MATERIAL FROM HIGHWAY	TC 600.001		119.90	104.10
3364	PARENT OR GUARDIAN PERMITTED UNLICENSED MINOR TO DRIVE	TC 521.458		119.90	104.10
3365	NON-GUARDIAN PERMITTED UNLICENSED OPERATOR TO DRIVE	TC 521.458		119.90	104.10
3366	NON-DRIVER OPENED DOOR IN LANE OF TRAFFIC	TC 545.418		119.90	104.10
3367	RENT MOTOR VEHICLE TO UNLICENSED PERSON	TC 521.460		119.90	104.10
3368	RIDING IN HOUSE TRAILER	TC 545.419		119.90	104.10
3369	TRAIN OBSTRUCTING CROSSING	TC 545.302		119.90	104.10
3370	WRECKER DRIVER FAILED TO REMOVE GLASS FROM HIGHWAY	TC 600.001		119.90	104.10
3376	DEPOSITED GLASS OR OTHER DEBRIS ON HIGHWAY	TC 600.001		119.90	104.10
3377	FLASHING LIGHT OR SIGN WITHIN 1000 FEET OF INTERSECTION	TC 544.006		119.90	104.10
3378	OBSCURED OR INTERFERED WITH TRAFFIC CONTROL DEVICE	TC 544.006		119.90	104.10
3551	PARK STAND OR STOP BETWEEN SAFETY ZONE AND CURB	TC 545.302		15.00	49.00
3552	PARK/STAND IN FRONT OF PUBLIC/PRIVATE DRIVE	TC 545.302		15.00	49.00
3553	PARKING IN PROHIBITED AREA	TC 545.302		15.00	49.00

Revised 8-7-2018

MUNICIPAL COURT FINES/FEEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3554	STANDING IN PROHIBITED AREA	TC 545.302		15.00	49.00
3555	STOPPING IN PROHIBITED AREA	TC 545.302		15.00	49.00
3556	PARKING STOPPING OR STANDING ON A SIDEWALK	TC 545.302		15.00	49.00
3557	PARKING STOPPING OR STANDING ON A RAILROAD TRACK	TC 545.302		15.00	49.00
3561	PARKED FACING TRAFFIC	TC 545.303		15.00	49.00
3564	PARKED WITH WHEELS OVER 18 INCHES FROM CURB OR EDGE OF ROADWAY	TC 545.303		15.00	49.00
3565	PARKED WITHIN 50 FEET OF RAILROAD CROSSING	TC 545.302		15.00	49.00
3566	PARKED WITHOUT LOCKING IGNITION AND/OR REMOVING KEY	TC 545.404		15.00	49.00
3569	PARKING OR STANDING WITHIN 15 FEET OF A FIRE HYDRANT	TC 545.302		15.00	49.00
3570	PARKED OR STAND OR STOP WITHIN 20 FT OF CROSSWALK AT INTERSECTION	TC 545.302		15.00	49.00
3571	PARK OR STAND OR STOP WITHIN 20 FEET OF DRIVEWAY TO FIRE STATION	TC 545.302		15.00	49.00
3572	PARKED OR STAN WITHIN 30 FT OF TRAFFIC CONTROL DEVICE	TC 545.302		15.00	49.00
3582	DISREGARD PEDESTRIAN CONTROL SIGNAL	TC 552.002		119.90	104.10
3589	CROSSED FIRE HOSE WITH OUT PERMISSION	TC 545.205		200.00	71.00
3590	DROVE INTO BLOCK WHERE FIRE ENGINE STOPPED	TC 545.407		119.90	104.10
3591	FOLLOWED AMBULANCE	TC 545.407		200.00	71.00
3594	PARKED IN FIRE LANE	TC 545.407		200.00	71.00
3622	IMPROPER SECURED TAILGATE	TC 725.021		55.00	104.00
3656	DISPLAYED EXP LICENSE PLATE	TC 502.407		90.00	71.00
	ALL DISORDERLY CONDUCT VIOLATIONS			235.00	71.00
	ALL ASSAULT (THREAT, CONTACT ETC)			250.00	71.00
	ALL THEFT			300.00	71.00
	POSSESSION OF DRUG PARAHENALIA			200.00	71.00
	CONSUMPTION OF ALCHOL IN MOTOR VEHICLE			235.00	71.00
	PUBLIC INTOXICATION			235.00	71.00
	SALE OF TOBACCO VIOLATIONS			200.00	71.00
	SMOKING TOBACCO IN PROHIEITED AREA			235.00	71.00
	TRESPASS SCHOOL GROUND			200.00	71.00
	*** ALL CITY CODE VIOLATION FINE WILL BE DETERMINED BY WHAT EVER IS THE MAX FINE FOR THAT SECTION IN THE CODE OF ORDINANCE				
	PLEASE REFER TO THE CITY ORDINACNE AND CALL THE COURT.				
	*** ANY NOT LISITED WILL NEED TO BE CALL COURT IF IT'S A STATE LAW , TRAFFIC LAW VIOLATION , PENAL CODE COURT WILL FOLLOW THE STATE LAW REQUIREMENTS FOR FINE /COURT COST AND WILL BE ADDED TO NEXT YEAR MASTER FEE SCHEDULE				

MUNICIPAL COURT FINES/FEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C

Code Offenses FIRE MARSHALL FILED IN TOMBALL MUNICIPAL COURT
109.3 Violation penalties. Any person, firm, corporation, or other entity who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than two thousand dollars (\$2,000.00) .

**** ANY VIOLATON OF IFC NOT LISTED HERE WILL BE REFERRED TO COURT**

FINES AND PENALTY WILL BE SUBJECT TO CHANGE DEPENDING ON THE SEVERITY OF THER OFFENSE.

777	ACCESS TO ELECTRICAL PANELS	\$250
757	CITY ORDINANCE TIRE STORAGE AND MOSQUITO CONTROL	\$250
	FAILURE TO OBTAIN ANNUAL FIRE PERMIT	\$250
	CITY ORDINANCE - VIOLATION OF ADOPTED CITY FIRE CODE	\$250
	CITY ORDINANCE - OPERATION OF AN AMBULANCE WITHOUT PERMIT	\$250
	FAILURE TO RENEW ANNUAL FIRE PERMIT	\$250
871	ELECTRICAL HAZARDS	\$250
3590	DROVE INTO BLOCK WHERE FIRE ENGINE STOPPED	\$250
523	ILLEGALLY PARKED-PROHIBITED BY SIGNS	\$250
742	CITY ORDINANCE ALARM SYSTEM INSTALLATION W/O PERMIT	\$500
755	CITY ORDINANCE FIRE CODE LOCKED EXISTS	\$500
11	CITY ORDINANCE-BURNING W/O PERMIT	\$500
12	CITY ORDINANCE-BURNING, DELIBERATE OR NEGLIGENT	\$500
16	CITY ORDINANCE-INSTALL FIRE EXTINGUISHER SYSTEM W/O PERMIT	\$500
3589	CROSSED FIRE HOSE W/O PERMISSION	\$500
771	COMBUSTIBLE WASTE DUMPSTER PERMIT-IFC	\$500
778	EXIT SIGN MUST BE LIGHTED	\$500
872	EXIT SIGNS FIRE CODE	\$500
770	OCCUPANCY PROHIB BEFORE APPROVAL-IFC	\$500
3551	PARK/STAND/STOP BETWEEN SAEFTY ZONE AND CURB	\$500
	PARKED IN FIRE LANE	\$500

MUNICIPAL COURT FINES/FEEES

Tomball Municipal Court Fines - by Code Number

CODE	TITLE	AUTHORITY	PENALTY	FINE	C/C
3554F					
3569	PARKING/STANDING WITHIN 15 FEET OF A FIRE HYDRANT				\$500
765	CITY ORDINANCE FIREWORKS				\$1,000
773	C/C MAINT FIRE ALARM SYSTEM				\$1,000
772	C/C MAINT SPRINKLER ALARM SYSTEM				\$1,000
718	PAINT SPRAY BOOTH-IFC				\$1,000
769	STORAGE/USE HAZARDOUS MATERIAL-FIRECODE				\$1,000

PARKING ENFORCEMENT VIOLATION HANDICAP

1 st Violation plea of guilty W/I 14 days	<u>\$250.00</u>
After 14 days plea of Guilty 1 st offense	<u>\$500.00</u>

Revised 8-7-2017

(NSF) INSUFFICIENT CHECK CHARGE FEES

(Sec. 2-239, Code of Ordinances)

When a check has been returned to the City account insufficient funds (NSF), the City/Utility Clerk will notify the issuer of the check that cash payment plus a \$30.00 insufficient check charge is due and payable immediately.

If customer does not redeem the NSF check and pay the insufficient check charge, the City/Utility Clerk may arrange for services to be canceled immediately.

OUTDOOR SOUND AMPLIFICATION EQUIPMENT (CHAPTER 18)

(Sec. 18-194, Code of Ordinances)

Permit Fee for Amplification of Music or Human Speech	\$10.00
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PARK RESERVATION FEES

(Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park,
Jerry Matheson Park, Theis Attaway Nature Park)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm)

Juergens Park@ 1331 Ulrich

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm)

Jerry Matheson Park @ 1240 Ulrich

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm)

Theis Attaway Nature Park @ 13509 Theis Lane

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00 (8am-10pm)

A deposit is not required for the rental of any park facility. A debit/credit card must be provided with the rental application that will be charged in the event of any damage to the rented facility.

Rev 9-6-2016

POLICE DEPARTMENT FEES

<u>DESCRIPTION</u>	<u>FEE</u>
Offense Report (Public Page)	\$2.00 Each
Local Arrest Record Checks/Letters	\$2.00 Each
Accident Report	\$6.00 Each
Fingerprint Cards - All Other Purposes	\$5.00 per Card

IMPOUNDED VEHICLES (Chapter 44, Code of Ordinances)

Impounding fee - not in excess \$10.00

RED LIGHT CAMERAS-APPEAL FEE (Chapter 44, Code of Ordinances)

Late Payment of Civil Penalty or Contest Penalty - \$25.00

Filing Fee for Appeal of Civil Penalty - \$50.00

PUBLIC INFORMATION CHARGES FOR PROVIDING COPIES

TEXAS ADMINISTRATIVE CODE, TITLE 1, CHAPTER 70

Chapter 70. Cost of Copies of Public Information

- (1) Standard paper copy (per page) - reproduced by means of an office machine copier or a computer printer. Each side that has recorded information is considered a page. \$0.10
- (2) Nonstandard copy (each). The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (A) Diskette \$1.00
 - (B) Magnetic tape Actual Cost
 - (C) Data cartridge Actual Cost
 - (D) Tape cartridge Actual Cost
 - (E) Rewritable CD (CD-RW) \$1.00
 - (F) Non-rewritable CD (CD-R) \$1.00
 - (G) Digital video disc (DVD) \$3.00
 - (H) JAZ/Flash/Thumb drive or similar Actual Cost
 - (I) Other electronic media Actual Cost
 - (J) VHS video cassette \$2.50
 - (K) Audio cassette \$1.00
 - (L) Oversize paper copy (*e.g.*: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper) \$0.50
 - (M) Specialty paper (*e.g.*: Mylar, blueprint/blueline, map, photographic) Actual Cost
 - (N) Microfiche/microfilm – existing copies Cost of Reproduction
- (3) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time. \$28.00/Hour
- (4) Labor charge for locating, compiling, manipulating data, and reproducing public information. \$15.00/Hour
- (5) Overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. 20% of labor charge
- (6) Remote document retrieval charge (3) Labor charge by city personnel
- (7) Computer resource charge, dependent on Type of System:
 - Type of System—Rate: mainframe—\$10 per CPU minute;
 - Midsize—\$1.50 per CPU minute; Client/Server—\$2.20 per clock hour;
 - PC or LAN—\$1.00 per clock hour
- (8) Miscellaneous supplies Actual Cost
- (9) Postal/shipping charges Actual Cost
- (10) Body Camera Footage Minimum \$10; \$1 per minute of footage if redaction is required, per AG Policy effective November 24, 2016

Revised 8-7-2017

SEXUALLY ORIENTED BUSINESS FEES

(Sec. 6-26, Code of Ordinances)

Annual Fee for Sexually Oriented Business License - \$750.00

Annual Fee for Employee of Sexually Oriented Business - \$50.00

TAXICAB FEES (Chapter 48)

Annual Fee for Each Taxicab	—	\$ 0.00
Annual Fee for Each Taxicab Driver Permit (Chauffeur's License)	—	\$ 0.00

Revised 8-7-2017

TENNIS COURT FEES
MATHESON PARK AT 1240 ULRICH

**The general public may reserve Jerry Matheson Park tennis courts.
Reserving tennis courts will guarantee availability and priority use of tennis courts.
Individuals may not utilize city facilities for profit making endeavors.**

RENTAL FEES:

Tomball Resident – Per Court:	\$ 5.00/2 Hours
Non-Resident – Per Court:	\$ 10.00/2 Hours
Tomball Resident League Fees:	\$150.00/league-per season (4 mos.)
Non-Resident League Fees:	\$170.00/league- per season (4 mos.)

Spring Season: February through May
Fall Season: September through December

Reservations may be made by contacting Public Works. The tennis courts must be cleaned up by reserving party immediately after function is over. There will be a charge if the City has to clean the tennis courts.

Rev. 11-28-12

TOW TRUCK ROTATION DRIVER FEES

ANNUAL FEE:

City of Tomball Driver's License Fee:	\$15.00/year
Renewal Fee:	\$10.00/year
Replacement Drivers License Fee:	\$ 5.00/each

(Code of Ordinances, Chapter 48)

TOW TRUCK ROTATION COMPANY FEES

INITIAL APPLICATION FEE -- \$100.00

ADDITIONAL APPLICATION FEE - \$75.00

ANNUAL FEE – All Towing Company vehicles are charged a yearly fee of \$100.00 per vehicle to operate within the City of Tomball. All Towing Company licenses expire on September 30th of each year.

SUPPLEMENTAL FEE – All Supplemental Towing Company vehicles that are added during the year are charged \$75.00 until the annual renewal date of September 30th.

DUPLICATE LICENSE FOR TOWING COMPANY VEHICLE - \$25.00

FEES FOR TOWING:

(Fees listed below are for non-consent tows for towing a vehicle from one location within the city to another within the city or the city's ETJ.)

Light-Duty Tow Trucks	
Incident Management	\$120.00
Drop Fee	\$ 55.00

Additional Service Fees to be Charged \$ 75.00

In the event that a tow service provider must perform services that are clearly beyond the norm in order to affect a tow, the tow service provider may request that an on-scene supervisor authorize an additional fee not to exceed \$75.00 to compensate for the additional time and services rendered. To be valid, supervisory authorization must be notated on the Tow Slip of record.

COVERAGE FOR NON-CONSENT/INCIDENT MANAGEMENT WRECKERS ON THE CITY OF TOMBALL WRECKER ROTATION LIST:

Liability Coverage	-	\$500,000
On-Hook Cargo	-	\$ 50,000

TOW TRUCK ROTATION COMPANY FEES

VEHICLE STORAGE FEES:

Daily storage fee. A VSF operator may not charge less than \$5.00 or more than \$20.00 for each day or part of a day for storage of a vehicle that is 25 feet or less in length. A VSF operator shall charge a fee of \$35.00 for each day or part of a day for storage of a vehicle that exceeds 25 feet in length.

- (1) A daily storage fee may be charged for any part of the day, except that a daily storage fee may not be charged for more than one day if the vehicle remains at the VSF less than 12 hours. In this paragraph a day is considered to begin and end at midnight.
- (2) A VSF that has accepted into storage a vehicle registered in this state shall not charge for more than five days of storage fees until a notice, as prescribed in §85.703 of these rules, is mailed or published.
- (3) A VSF operator that has accepted into storage a vehicle not registered in Texas shall not charge for more than five days before the date the request for owner information is sent to the appropriate governmental entity. Such requests shall be correctly addressed, with sufficient postage, and sent by certified mail, or electronic certified mail, return receipt requested, to the governmental entity with which the vehicle is registered requesting information relating to the identity of the last known registered owner and any lien holder of record.
- (4) A VSF operator shall charge a daily storage fee after notice, as prescribed in §85.703, is mailed or published for each day or portion of a day the vehicle is in storage until the vehicle is removed and all accrued charges are paid.

NOTIFICATION FEE

- (1) A VSF may not charge a vehicle owner more than \$50 for notification. **Notification must be sent certified mail, must be sent by the fifth day the vehicle is on the lot, and cannot be sent until the vehicle is on the lot for at least 24 hours.** If a notification must be published, and the actual cost of publication exceeds 50% of the notification fee, the VSF operator may recover the additional amount of the cost of publication. The publication fee is in addition to the notification fee.
- (2) If a vehicle is removed by the vehicle owner within 24 hours after the date the VSF receives the vehicle, notification is not required by these rules.
- (3) If a vehicle is removed by the vehicle owner before notification is sent or within 24 hours from the time the VSF receives the vehicle, the VSF operator may not charge a notification fee to the vehicle owner.

UTILITY FEES

Service Charge: All utility customers are charged a monthly service charge fee of \$1.00 per account.

UTILITY DEPOSIT COMPUTATION

- Residential Accounts - Average 12 months of previous billing and multiply by 2 (Round result).
If result is under \$100, minimum deposit will be \$100.00.
- Commercial Accounts - Average 12 months of previous billing and multiply by 2 (Round result).
If result is under \$125, minimum deposit will be \$125.00.

WATER RATES

The monthly rates and charges for potable water provided by the City shall be as follows:

- a. **Small Residential.** A base rate of \$10.90, plus a consumption charge of \$2.85 for each 1,000 gallons used. "Small Residential" shall mean residential customers using 10,000 gallons or less during the billing month.
- b. **Medium Residential.** A base rate of \$12.54, plus a consumption charge of \$3.56 for each 1,000 gallons used. "Medium Residential" shall mean residential customers using 10,001 gallons or more up to 15,000 gallons during the billing month.
- c. **Large Residential.** A base rate of \$14.42, plus a consumption charge of \$4.45 for each 1,000 gallons used. "Large Residential" shall mean residential customers using 15,001 gallons or more during the billing month.
- d. **Small Commercial.** A base rate of \$18.45, plus a consumption charge of \$3.45 for each 1,000 gallons used. "Small Commercial" shall mean commercial customers using up to 5,000 gallons during the billing month.
- e. **Medium Commercial.** A base rate of \$29.70, plus a consumption charge of \$4.32 for each 1,000 gallons used. "Medium Commercial" shall mean commercial customers using 5,001 gallons or more up to 51,000 gallons during a billing month.
- f. **Large Commercial.** A base rate of \$51.99, plus a consumption charge of \$5.40 for each 1,000 gallons used. "Large Commercial" shall mean commercial customers using 51,001 gallons or more during a billing month.

Bulk Sales. A base rate of \$87.05, plus a consumption charge of \$4.83 for each 1,000 gallons used. Additionally, if a meter is desired, the deposit will be \$1,000.00.

The City collects additional surcharges, based on rates established by the **North Harris County Regional Water Authority**, for each 1,000 gallons used on behalf of NHCRWA, which will be adjusted as the surcharge increases.

Revised 8-7-2017

SANITARY SEWER RATES (WITH POTABLE WATER SERVICE)

The monthly rates and charges for sanitary sewer services provided by the City for customers who receive potable water services from the City shall be as follows:

- a. **Residential - Winter Rates (November-February):** A base rate of \$8.51, plus a charge of \$2.98 for each 1,000 gallons of potable water used.
- b. **Residential - Summer Rates (March-October):** Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate charged shall be the lesser of actual water consumption or the previous winter month's average consumption.
- c. **Small Commercial.** A base rate of \$13.69, plus a consumption charge of \$3.78 for each 1,000 gallons of potable water used. "Small Commercial" shall mean commercial customers using up to 5,000 gallons of potable water during the billing month.
- d. **Medium Commercial.** A base rate of \$20.76, plus a consumption charge of \$4.72 for each 1,000 gallons of potable water used. "Medium Commercial" shall mean commercial customers using 5,001 gallons or more up to 51,000 gallons in the billing month.
- e. **Large Commercial.** A base rate \$43.06, plus a charge of \$5.90 for each 1,000 gallons of potable water used. "Large Commercial" shall mean commercial customers using 51,001 gallons or more of potable water during a billing month.

SANITARY SEWER RATES (WITHOUT POTABLE WATER SERVICE)

The monthly rates and charges for sanitary sewer services provided by the City for customers who do not receive potable water services from the City shall be as follows:

- a. **Residential.** A base rate of \$35.01, plus a charge of \$2.29 for each drain in excess of ten (10) drains within such residence.
- b. **Commercial.** A base rate of \$58.26, plus a charge of \$2.32 for each drain in excess of fifteen (15) drains within such commercial unit.

GARBAGE AND TRASH COLLECTION/DISPOSAL SERVICE RATES

The monthly rates and charges for garbage and trash collection and disposal services provided by the City, excluding applicable sales tax, shall be as follows:

- a. **Residential.** \$15.70
- c. **Commercial**
 - (1) **Hand Loaded.** For once a week pickup, \$24.87 for the first container, \$17.70 for each additional container. For twice a week pickup, \$25.52 for the first container, \$29.62 for each additional container. Each collection of excess garbage and refuse (i.e. - garbage and refuse in volume which exceeds the capacity of the approved container(s) for which the customer's regular billing is determined) shall be assessed a \$5.00 excess collection fee and can only be collected on Monday and Thursday collection days.

(2) Roll-Off Container:

All roll-off customers are required to pay a \$1,000.00 deposit per account.

	Size Container, Cubic Yards		
	20	30	40
Delivery Fee	\$ 115.46	\$ 115.46	\$ 115.46
Monthly Rental	141.36	141.36	141.36
Daily Rental	4.71	4.71	4.71
Haul and Disposal Rate	266.00	307.77	348.87

(3) Compactor/Equipment:

Monthly Rental	(As quoted)
Haul Rate	\$250.00
Disposal Fee/Ton	25.00

(4) Monthly Rate for Dumpsters:

Size	Extra Pickup Rate	Services Per Week					
		1	2	3	4	5	6
3 Yd – 1 st Container	\$30.00	\$79.04	\$126.20	\$189.96	\$238.07	\$290.50	\$356.48
Each add'l container		71.00	105.00	159.00	198.00	247.00	235.47
4 Yd – 1 st Container	\$35.00	85.84	136.61	204.26	256.30	318.73	383.80
Each add'l container		76.77	122.28	173.00	216.00	270.00	323.00
6 Yd – 1 st Container	\$40.00	110.58	174.35	262.69	329.16	411.12	491.80
Each add'l container		98.86	148.00	236.77	278.00	336.00	416.00
8 Yd – 1 st Container	\$50.00	134.00	214.67	320.04	402.00	491.80	589.88
Each add'l container		121.00	193.84	288.83	339.00	442.10	510.00

(5) <u>Locking Dumpsters</u> -	Gravity Lock System	\$55.00
	Front Panel Padlock System	\$40.00

(6) Exchange Charge - \$45.00

*New Rates effective 10/20/14; Council approved Contract with WCA

NATURAL GAS RATES

The monthly rates and charges for natural gas provided by the City shall be as follows:

- a. All Customers. A base rate of \$11.75, plus \$11.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF).

CONNECTION AND DISCONNECTION FEES

The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:

- a. During Normal Scheduled Service Periods (7:00 a.m.-4:45 p.m. weekdays), a Service Call-Out Fee of \$50.00, as a result of a delinquent account, or at a customer's request, excluding new service.
- b. During Unscheduled Service Periods (after hours and weekends), a Service Call-Out Fee of \$100.00, at a customer's request, including new service.

EXCESS FLOW VALVE

The charge associated with the installation of an excess flow valve to an existing natural gas service line shall be a fee of \$500.00.

DAMAGES TO UTILITY FUNCTIONS/TAMPERING FEES

The charge for damage to utility facilities from (i) customer's tampering with valves, or (ii) customer's damaging meter in any manner, shall be \$200.00.

DELINQUENT ACCOUNT FEES

Delinquent Accounts.

- a. All utility bills, both residential and commercial, shall be due and payable on the close of the last business day of the month. If the month ends on a Saturday, Sunday, or holiday, the bill is due on the prior business day (the last workday of the City at closing time on that day).
- b. Residential customers who are age 65 and over or considered disabled by Social Security may be exempt from penalty fees for late payment upon application accompanied by verifying documentation to the Utilities Supervisor. This exemption may not exceed the final date of benefits designated by the Social Security Administration.
- c. Within two (2) work days following the "Due Date" a "Cut-off Notice" shall be mailed to customer giving notice that following the expiration of seven (7) days following such notice service will be discontinued unless the customer requests a hearing before the Utilities Supervisor regarding such proposed disconnection prior to the expiration of such seven (7) day period.
- c. Upon the showing of good cause and arrangement for prompt payment by a customer, the Utilities Supervisor shall be authorized to withdraw a disconnection order. Any such action by the Utilities Supervisor shall be evidence in writing, outlining the basis for the decision and, if applicable, the required payment schedule for the customer. The Utilities Supervisor shall cause a copy of such order to be delivered to the appropriate billing personnel of the City.

VENDOR/PEDDLER PERMIT FEES

FEE SCHEDULE:

Per Day	- \$ 10.00
Per Week	- \$ 25.00
Per Month	- \$ 50.00
Per 3 Months	- \$100.00
Per 6 Months	- \$150.00
Special Event	- \$ 25.00 Per Day
Interstate Permit	- No Fee, Registration Only

Bond Requirement - \$1,000.00

Special Event Permit - \$25.00/Day as Rental for the Use of Public Property

VITAL STATISTICS RECORDS (BIRTH AND DEATH) FEES

BIRTH CERTIFICATES

Charge is **\$23.00** for each original and each copy (3 copies would be \$69.00).

DEATH CERTIFICATES

Charge is **\$21.00** for the first original and **\$4.00** for each original thereafter (3 copies would be \$29.00).

FEE FOR CERTIFIED MAIL SERVICE

Certified Mail Service is required for delivery of birth and death certificates requested by mail. The actual cost of the certified mail service will be passed through to the requestor as part of providing the service.

FEE FOR SEARCHING RECORD

The fee for an unsuccessful search for a birth or death record is **\$13.00**.

BIRTH CERTIFICATE FOR ELECTION IDENTIFICATION CERTIFICATE

The fees paid to the state will be charged; no charge will be made on behalf of the city - \$3.63

Revised 8-7-2017

**WELL AND SEISMIC ACTIVITIES PERMITS
(CHAPTER 18)**

Original Application Fee (Section 18-54)	\$10,000.00
Expediting Application Fee (Section 18-55)	\$15,000.00
Renewal Application – Well, Training Well/Training Well Site, or Seismic Activities (Section 18-57)	\$ 500.00 (1 year extension)
Bond Requirement (Section 18-58)	\$1,000,000.00

**PIPELINE PERMITS
(CHAPTER 18)**

Bond	\$500,000.00
Filing Fee (Section 18-104)	\$ 1,000.00

**NONCONFORMING WELLS
(Sec. 18-28, Code of Ordinances)**

Filing Fee for each Well Registration	-	\$100.00
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WIRED TELECOMMUNICATIONS SERVICES - PROVIDER LICENSE FEES
(CHAPTER 38)
(Sec. 38-203, Code of Ordinances)

Monthly Charge per Access Line (Subscriber/Customer) - \$2.10

(Sec. 38-202 – Compensation)

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

Equipment Type	Construction Permit Fee	Rights-of-way Fee
Transport Facilities	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$28.00 per month per node ^{1, 4}
Network Nodes	\$500.00 for first 5 nodes, \$250.00 for each additional node	\$250.00 per year per node ^{2, 3}
Node Support Poles	\$1000.00 per pole	\$250.00 per year per pole ²

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

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

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

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

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve Resolution No. 2018-27, a Resolution of the City Council of the City of Tomball, Texas, for the Designation of Its Representative and Alternate for the Houston-Galveston Area Council 2019 General Assembly

Background:

The Houston-Galveston Area Council requests this appointment annually. Each member home rule city under 25,000 population as of the most recent Census is entitled to designate one representative and one alternate to the H-GAC General Assembly.

Beginning in 2010, Council has designated Councilman Townsend as the Representative and Councilman Stoll as the Alternate Representative to the H-GAC General Assembly.

In making the motion, the names of the Representative and Alternate Representative must be stated.

H-GAC has requested designation of the City's representatives no later than October 19, 2018.

Origination:

Jack Steele, Executive Director, Houston-Galveston Area Council

Recommendation:

Approve Resolution No. 2018-27, Designating Representative and Alternate Representative for H-GAC 2019 General Assembly

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Resolution No. 2018-27
H-GAC Request

RESOLUTION NO. 2018-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS, FOR THE DESIGNATION OF ITS
REPRESENTATIVE AND ALTERNATE FOR THE
HOUSTON-GALVESTON AREA COUNCIL 2018
GENERAL ASSEMBLY**

* * * * *

BE IT RESOLVED, by the Mayor and City Council of Tomball, Texas, that _____,
Councilman, Position ____, of the City of Tomball, be, and is hereby designated as its
Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the
year 2019.

FURTHER, that the Official Alternative authorized to serve as the voting representative should
the hereinabove named representative is unable to attend, become ineligible, or should he/she
resign, is _____, Councilman, Position ____, of the City of Tomball.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

**PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY
COUNCIL HELD ON THE 17TH DAY OF SEPTEMBER 2018.**

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

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary



August 16, 2018

Hon. Gretchen Fagan
Mayor
City of Tomball
401 Market St
Tomball, TX 77375

Dear Mayor Fagan:

I am writing regarding the appointment of your city's representative to H-GAC's 2019 General Assembly.

H-GAC's Bylaws provide that each member Home Rule city with a population under 25,000 as of the last (2010) Federal Census is entitled to designate one representative and one alternate to the H-GAC General Assembly, which will meet in early 2019.

I am enclosing the appropriate form for your city's use in officially designating a representative and an alternate. The two designees must be elected official members of your city's governing body. Please return the completed form by fax to 713-993-2414 or email cynthia.jones@h-gac.com.

A dinner meeting of Home Rule city representatives is scheduled for the evening of November 1. At that meeting, your 2018 Home Rule Cities' H-GAC Board of Directors representatives will report on this year's activities and look ahead to issues and progress in 2019.

We are sending a copy of these designation materials to your city secretary as well. We would appreciate receiving your city's designation form no later than October 19. If you have any questions during the designation process, please call Rick Guerrero at 713-993-4598.

Sincerely,

Chuck Wemple

CW/cj

Enclosure
cc: City Secretary

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2019 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas,
that _____ be, and is hereby designated as its Representative
to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2019.

FURTHER, that the Official Alternate authorized to serve as the voting representative should
the hereinabove named representative become ineligible, or should he/she resign, is
_____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the
designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this _____ day of _____, 2018.

APPROVED:

Mayor

ATTEST:

By: _____

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve General and No Litigation Certificate of the City of Tomball for the Anticipated Issuance of "The Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Bayshore Towers Apartments), Series 2018", Not to Exceed \$15,000,000, in Connection with the Rehabilitation of the Bayshore Towers Apartments in the City of Pasadena, Harris County, Texas, and Authorize the Mayor to Execute the Requested Documents as Requested by Southeast Texas Housing Finance Corporation (SETH)

Background:

Southeast Texas Housing Finance Corporation is requesting the City of Tomball's approval and execution of the General and No Litigation Certificate for the acquisition and rehabilitation of the Bayshore Towers Apartments in the City of Pasadena, Texas.

The City of Pasadena has approved the Certificate, showing their support of the bond issuance.

There is no liability to the City of Tomball; staff recommends approval and authorization for the Mayor to execute the General and No Litigation Certificate.

Origination:

Southeast Texas Housing Corporation

Recommendation:

Approval and Authorization

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

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

SETH Request Letter and General and No Litigation Certificate for City of Tomball Approval and Execution
General and No Litigation Certificate - City of Pasadena, Texas



SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

September 7, 2018

Mayor Gretchen Fagan
City of Tomball
401 Market
Tomball, TX 77375

RE: Southeast Texas Housing Finance Corporation (SETH)
Multifamily Housing Revenue Bonds
Bayshore Towers Apartments
Pasadena, Harris County, Texas

Dear Mayor Fagan:

Please find enclosed three (3) copies of the **General and No Litigation Certificate** which are required to be executed prior to the anticipated issuance of the Southeast Texas Housing Finance Corporation's Multifamily Housing Revenue Bonds for the acquisition and rehabilitation of Bayshore Towers Apartments in the City of Pasadena, Texas. Bayshore Towers is a 100-unit Senior Development that is an existing development which will be purchased and rehabilitated by the Purchaser.

In accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, SETH held a public hearing after proper notice in the City Council Chambers in Pasadena, Texas. No one appeared to comment at the Public Hearing.

Please execute all **three (3) copies**, but do not date (the Attorney General's Office will date upon their approval) and return to our office in the enclosed pre-paid overnight envelope. We respectfully request that we receive all executed documents **no later than October 8**. If you or your staff have any questions, please do not hesitate to contact me at rwilliams@sethfc.com or 281-484-4663 ext. 108 or toll free 866-398-1263 ext. 108.

I have also enclosed the **approved Certificate and approval of Public Hearing** executed by the City of Pasadena showing their support of the bond issuance.

Sincerely,

Ron Williams
Executive Director

ENCLOSURES (5)

Xc: Director Sherrie Meicher

GENERAL AND NO LITIGATION CERTIFICATE OF THE CITY OF TOMBALL

We hereby certify that we are duly elected or appointed and acting officers of the City of Tomball, Texas (the "*Local Governmental Unit*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its bonds entitled "The Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Bayshore Towers Apartments), Series 2018" issued in one or more series in an aggregate principal amount not to exceed \$15,000,000 (the "*Bonds*") in connection with the rehabilitation of the Bayshore Towers Apartments (the "*Development*"). The Development is located in the City of Pasadena, Harris County, Texas.

2. The City Council (the "*Governing Body*") of the Local Governmental Unit authorized the creation of the Corporation as a joint housing finance corporation pursuant to the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, as amended (the "*Act*"), and approved the Articles of Incorporation (and all amendments thereto).

3. The Local Governmental Unit has appointed Sherrie Meicher to act as a member of the board of directors of the Corporation. That individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation with the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of the statements made in the offering document relating to the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the Local Governmental Unit hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

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EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

CITY OF TOMBALL, TEXAS

By _____
Mayor Gretchen Fagan

ATTEST

By _____
[Deputy] City Clerk

DO NOT DATE THIS PAGE

Date of this
Certificate: _____

GENERAL AND NO LITIGATION CERTIFICATE OF THE CITY OF PASADENA

We hereby certify that we are duly elected or appointed and acting officers of the City of Pasadena, Texas (the "*Local Governmental Unit*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its bonds entitled "The Southeast Texas Housing Finance Corporation Multifamily Housing Revenue Bonds (Bayshore Towers Apartments), Series 2018" issued in or more series in an aggregate principal amount not to exceed \$15,000,000 (the "*Bonds*"). The Bayshore Towers Apartments will be located in Pasadena, Harris County, Texas.

2. The City Council (the "*Governing Body*") of the Local Governmental Unit authorized the creation of the Corporation as a joint housing finance corporation pursuant to the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, as amended (the "*Act*"), and approved the Articles of Incorporation (and all amendments thereto).

3. The Local Governmental Unit has appointed Ken E. Unfried to act as a member of the board of directors of the Corporation. That individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation with the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of the statements made in the offering document relating to the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the Local Governmental Unit hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the Local Governmental Unit and the Governing Body and the Local Governmental Unit shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

FILE COPY

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

CITY OF PASADENA, TEXAS

By Jeff A. Wagner
Mayor Jeff A. Wagner

ATTEST

By Linda Borik
[Deputy] City Clerk

DO NOT DATE THIS PAGE

Date of this
Certificate: _____

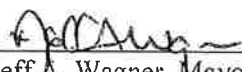
CERTIFICATE OF APPROVAL
FOR ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS

I, the chief elected executive officer of the City of Pasadena, Texas, elected at-large by the voters of the City of Pasadena, Texas, make this certificate solely to satisfy the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, with respect to the proposed issuance of one or more series of tax-exempt multifamily housing revenue bonds by The Southeast Texas Housing Finance Corporation in an aggregate face amount of not more than \$15,000,000 (the "*Bonds*"). The Bonds will be issued for the benefit of Bayshore Housing, LLC, or an affiliate thereof (the "*Borrower*"), in connection with the rehabilitation of an approximately 100-unit multifamily senior development known as Bayshore Towers and located at 3219 Burke Road, Pasadena, Texas 77504 (the "*Development*"). The Borrower will own the Development.

A public hearing was held on behalf of the City of Pasadena, Texas, by Ron Williams, the designated hearing officer, as described in the attached Certificate of Hearing Officer. As the "applicable elected representative" of the City of Pasadena, Texas, I approve the issuance of the Bonds in the amount and for the purpose described above.

This approval is not: (1) a warranty by the City of Pasadena, Texas, the Mayor of the City of Pasadena, Texas, or of any agency, political subdivision, or instrumentality of the State of Texas that the Bonds will be paid or that any of the obligations assumed in connection with issuance of the Bonds will in fact be performed; (2) a pledge of the faith and credit of the State of Texas or of any agency, political subdivision, or instrumentality the State of Texas; or (3) a warranty of the validity of the corporate existence of The Southeast Texas Housing Finance Corporation or of the Bonds themselves.

IN WITNESS WHEREOF, I have officially signed my name in the City of Pasadena, Harris County, Texas, on the date set forth below.



Jeff A. Wagner, Mayor
City of Pasadena, Texas

Dated: 9-5-18, 2018

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve Resolution No. 2018-28, a Resolution of the City Council of the City of Tomball, Texas supporting Hamilton Valley Management Ltd., in the Rehabilitation of the Elderly Designated Multi-Family Housing Development Known as The Village Apartments, and Authorize Mayor to Issue Letter of Support

Background:

The City has received a request from Hamilton Valley Management, Inc. for support of their application to Greystone Affordable Development, for assistance in the rehabilitation of The Village Apartments, Located at 517 School Street.

Resolution No. 2018-28 states the City's support for the rehabilitation of The Village Apartments, which will be accomplished without displacement of or adverse impact to its current tenants. Additionally, construction will be performed using local labor, assisting our local economy.

A copy of the letter of support is provided for Council review.

Origination:

Hamilton Valley Management, Ltd.

Recommendation:

Approve Resolution No. 2018-28

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

Doris Speer, City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Resolution No. 2018-28

Letter of Support

Request Letter from Hamilton Valley Management

RESOLUTION NO. 2018-28

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SUPPORTING HAMILTON VALLEY
MANAGEMENT, LTD., FOR THE REHABILITATION OF THE
ELDERLY DESIGNATED MULTI-FAMILY HOUSING
DEVELOPMENT KNOWN AS THE VILLAGE APARTMENTS**

* * * * *

WHEREAS, The Village Apartments, located at 517 School Street, Tomball, Texas, owned by Hamilton Valley Management, Ltd., is a 64-unit elderly designated multi-family housing development serving the Tomball affordable housing community since 2000; and

WHEREAS, Hamilton Valley Management, Ltd., has partnered with Greystone Affordable Development (“Greystone”), a developer and transaction manager spearheading complex preservation transactions of over 11,000 affordable housing units deemed at risk of exiting the USDA’s Section 515 program across the nation; and

WHEREAS, The Village Apartments provide much needed affordable housing to the elderly low-income residents in the Tomball community; and

WHEREAS, the City of Tomball supports the rehabilitation of The Village Apartments, which will preserve the affordability component for the next 30 years, without displacement of or adverse impact to the residents;

NOW, THEREFORE, BE IT RESOLVED, that the City of Tomball strongly supports the rehabilitation of The Village Apartments.

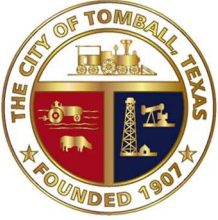
PASSED AND APPROVED ON THIS THE 17TH DAY OF SEPTEMBER 2018.

CITY OF TOMBALL

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary



City of Tomball

*Gretchen Fagan
Mayor*

*Robert S. Hauck
City Manager*

September 17, 2018

Rachel Agunbiade
rachel.agunbiade@greyco.com
Greystone Affordable Development
4025 Lake Boone Trail – Suite 209
Raleigh, NC 27607

Re: The Village Apartments, Hamilton Valley Management, Ltd. (Owner)
Located at 517 School Street, Tomball, Texas 77375

To Whom It May Concern:

On behalf of the City of Tomball, please accept this letter of support and the accompanying Resolution No. 2018-28 as confirmation of the City of Tomball's support in the rehabilitation of The Village Apartments, located at 517 School Street, Tomball, Texas 77375.

The 64-unit elderly designated multi-family development provides much need affordable housing to the low-income residents in the Tomball community and the renovations to be completed in the project will preserve this vital housing for many years to come.

The specific project details are as follows:

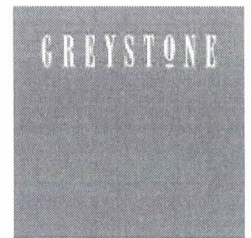
1. Type of Construction: Rehabilitation
2. Total Number of Units: 64 Units
3. Tenant Targeting: Elderly
4. Address of Site: 517 School Street, Tomball, Texas 77375.

Sincerely,

Gretchen Fagan
Mayor

cc: Dennis Hoover
Hamilton Valley Management, Inc.

Debbie Rhodes
Property Manager – The Village Apartments - TheVillage@hamiltonvalley.com



August 31, 2018

401 Market Street
Tomball, TX 77375

Dear Mayor Gretchen Fagan and City Manager Robert Hauck,

Hamilton Valley Management, Inc., ("Hamilton Valley") has undertaken a major initiative to upgrade and modernize a portfolio of 957 affordable rental housing units located in 23 cities (17 counties) across the state of Texas. Hamilton Valley has partnered with Greystone Affordable Development ("Greystone"), a developer and transaction manager that has spearheaded complex preservation transactions of over 11,000 affordable housing units deemed at risk of exiting USDA's Section 515 program across the nation. We are seeking your written support in the rehabilitation of The Village Apartments, located at 517 School Street, Tomball, Texas, which is one of 27 properties included in the pending portfolio. It is a 64-unit elderly designated multi-family community serving the Tomball, Harris County, Texas affordable housing community since 2000.

The planned renovation for The Village Apartments will address both the immediate and long-term capital needs of the property. While the specific scopes of work are currently being developed, interior improvements typically include new flooring, energy-efficient appliances, kitchen cabinets and countertops, water heaters, upgraded HVAC systems, as well as plumbing fixture upgrades. Electrical improvements will include the replacement of interior and exterior light fixtures, and the addition of new GFI outlets and smoke detectors throughout. Exterior work typically includes replacement of property signage, roof replacement (depending on age), vinyl siding, repointing and power washing of brick, parking lot and sidewalk repairs, and landscaping. Renovations also include new energy-efficient windows, exterior doors, as well as common amenity upgrades. Finally, all UFAS/ADA/FHA accessibility concerns will be addressed.

Renovations of this magnitude will have a positive impact on the quality of life for the residents as well as the small rural economy of Harris County. Specifically,

- a) No displacement - For residents, Greystone's unique approach to tenant-in-place rehab minimizes the amount of time tenants are displaced from their units during the course of the rehab. Residents are asked to leave their unit for the day and when they return that night the interior work, stated above, will be primarily complete.
- b) No adverse impact - Hamilton Valley has ensured there will be no adverse impact to the existing residents as a result of this rehab. They will establish a Private Rental Assistance escrow for any project without 100% project-based rental assistance. For any unsubsidized units, Hamilton Valley will subsidize any change to the current rent due to the recapitalization/rehabilitation.
- c) Increased tax base - At least 40 to 60 construction workers will be participating in the local economy during the three-month construction period. While some will be remote workers dining and lodging at local establishments, many of the subcontractors hired will be local to Texas.

It is important to note that many of these properties are at the end of their original restrictive-use period; thus, the current owners are now ready to sell, and the projects are "at risk" of being removed from the affordable housing stock. Unfortunately, there are few viable resources available to necessitate the broad scale levels of renovation required. With such small project sizes, rural market locations, and typically with inadequate built-up cash reserves, recapitalization options are extremely limited. The preservation transaction will not only modernize and preserve the physical asset, it will preserve the affordability component for at least another 30 years.

Anticipated funding sources to accomplish this complex transaction include the following:

- Interim financing with short-term A-1+ rated cash collateralized tax-exempt bonds, issued by Texas State Affordable Housing Corporation located in Texas;
- New senior debt provided by Greystone Servicing Corporation through the USDA Section 538 Guaranteed Loan Program;
- Assumption, subordination and re-amortization of an existing USDA 515 loan over a new 50-year term at 1% interest rate;
- Syndication of 4% LIHTCs issued by Texas Department of Housing and Community Affairs; and
- Owner contribution.

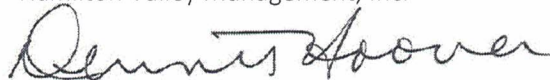
Texas State Affordable Housing Corporation will issue short-term, fixed rate Tax Exempt Bonds to the property. Bond proceeds are to be used substantially for the repairs to the property. The bonds will remain in place until the repairs are completed and accepted by all parties.

We would greatly appreciate your letter of support, which allows us the ability to move forward with rehabilitation of this property. Please send the letter of support via mail, email, or fax to one of the addresses listed below by September 20, 2018. If you have any questions, please do not hesitate to contact me at (512) 756-6809 or Greystone Affordable Development at (919) 744-2756.

Greystone Affordable Development
Attn: Rachel Agunbiade
4025 Lake Boone Trail
Suite 209
Raleigh, North Carolina 27607
Email Address: rachel.agunbiade@greyco.com
Fax Number: (919) 573-7519

Sincerely,

Hamilton Valley Management, Inc.



Dennis Hoover

President

September 5, 2018

Greystone Affordable Development
4025 Lake Boone Trail
Suite 209
Raleigh, NC 27607

RE: **The Village Apartments**
 Letter of Community Support

To whom it may concern:

Please accept this letter as confirmation of my support in the rehabilitation of The Village Apartments, located at 517 School Street, Tomball, TX 77375. The 64-unit multifamily complex provides much needed affordable housing to the low-income residents in our community, and the renovations completed at the project have preserved the housing for many years to come.

Specific project details are as follows:

1. Type of Construction: Rehabilitation
2. Total Number of Units: 64 units
3. Tenant Targeting: Elderly
4. Address of Site: 517 School Street, Tomball, TX 77375

Sincerely,

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Approve Contractual Agreement for Right-Of-Way Utility Adjustments between Harris County and the City of Tomball, for Certain Improvements to Holderrieth Road from SH 249 to 715 LF East of Existing Calvert Road

Background:

Harris County is in the process of expanding Holderrieth Road west from Tomball Parkway; located within the proposed expansion area the City of Tomball has a natural gas pipeline approximately 715 LF east of existing Calvert Road.

In order to proceed with the road expansion, it has been determined that the natural gas pipeline located within the County Right-of-Way will need to be lowered. An agreement has been drafted and presented to staff for approval requesting to have the pipeline lowered; initial costs for the construction will be paid by the City of Tomball and will be reimbursed fully by Harris County at completion of the lowering.

Additionally the County is requesting a Joint Use Permit be authorized by the City in order for the County to cross or encroach upon the portion of land where the pipeline is located east of Calvert Road.

Origination:

Public Works Department

Recommendation:

Staff recommends approval of the contractual agreement and Joint Use Permit between Harris County and the City of Tomball

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Contractual Agreement for Right-of-Way Utility Adjustment with Exhibits

**CONTRACTUAL AGREEMENT FOR
RIGHT-OF-WAY UTILITY ADJUSTMENTS**

THE STATE OF TEXAS	§	COUNTY:	Harris
	§	ROAD:	Holderrieth Road
COUNTY OF HARRIS	§	ROAD NO.:	4204202

This Agreement entered into by and between **Harris County** (“County”), acting by and through the Harris County Engineering Department (“HCED”), and City of Tomball (“Owner”). The County and Owner each may also be referred to individually herein as a “Party”, or collectively as the “Parties”.

RECITALS

WHEREAS, County deems it necessary to make certain improvements to Holderrieth Road from S.H. 249 to 715 LF East of Existing Calvert Road (“Proposed Road Improvement”), located in Harris County Precinct 4; and

WHEREAS, Owner has asserted an interest in certain lands as set forth in an Affidavit dated _____, 2018, and attached hereto as **Exhibit 1** and the Proposed Road Improvement will necessitate the adjustment, removal, or relocation of certain utility facilities of Owner located upon such lands as indicated in the following statement of work (“Work”):

Adjustment of Owner’s Gas Line Located at Approx. Sta. 57+10 ; and

WHEREAS, County desires to accomplish the adjustment, removal, or relocation of Owner’s utility facilities located within the right-of-way (“ROW”) owned by the County and affected by this Agreement,

NOW THEREFORE, the Parties desire to enter into this Agreement, as follows:

I. Owner’s Responsibilities

- A. Upon execution of this Agreement by the Parties, Owner shall submit the Plans and/or Sketch of the Work, Estimate of Costs, Affidavit of Property Ownership, and other instruments, as appropriate, for approval by County.
- B. Owner agrees to prosecute the Work diligently to completion so as to not result in reasonably-avoidable interference or delay in County’s construction of the Proposed Road Improvement or in the Work. Owner will carry out the Work in accordance with the Plans or Sketch attached hereto.

II. County's Responsibilities

Upon County's approval of the instruments referenced in Section II.A of this Agreement, County will authorize Owner in writing to proceed with the Work ("Notice to Proceed"). A copy of the Commissioners Court Order related to this Agreement will be attached to the Notice to Proceed.

III. Terms of Payment

- A. County agrees to pay Owner and Owner agrees to accept payment equal to 100% of the total actual and related indirect costs of the Work, reduced by any applicable salvage and betterment, which may result from the Work ("Owner's Costs"). The amount paid by County pursuant to this Agreement shall be full compensation to Owner for the Owner's Costs ("County's Payment"). County's Payment represents the portion of the Work for which County is legally required to pay and for which Owner is legally entitled to be reimbursed.
- B. Owner shall remit all invoices for reimbursement of Owner's Costs to County no later than ninety (90) days after completion of the Work. Any reimbursement due under this Agreement will be based on the Owner's Costs incurred in a commercially-reasonable manner. Owner shall submit to County an itemized final invoice to include supporting documentation of all costs incurred ("Final Invoice") for the Work. County will reimburse Owner within thirty (30) days of County's receipt of the Final Invoice.
- C. County shall have no obligation to pay Owner for the Work contemplated under this Agreement until sufficient funds are certified by the County Auditor as available from current fiscal funds. The issuance of a purchase order pursuant to this Agreement represents certification by the Harris County Auditor that funds, in the amount of the purchase order total, are available to satisfy all financial obligations of Harris County hereunder.

IV. Limitation of Liability

- A. Unless the Parties mutually agree to modify this Agreement to provide for additional funding, County shall in no event be liable to pay a sum greater than \$56,984.38 in reimbursement of Owner's Costs ("Limitation of Liability"). Owner shall not be obligated to incur costs in excess of the Limitation of Liability as provided herein.
- B. If circumstances arise such that, based on commercially-reasonable criteria, there is the likelihood that the amount of the Limitation of Liability will be insufficient to cover 100% percent of the Costs of the Work, Owner may (i) notify County of such likelihood and the basis thereof, and inform County of its reasonable estimate of the additional amount that will be sufficient to cover the cost to complete the Work ("Additional Costs"), and, at its option, (ii) stop the Work. Any Additional Costs attributable to the negligence of Owner or its contractor(s) in the performance of the Work shall not constitute "commercially reasonable criteria" and will not be the basis for additional compensation to Owner.

- C. Upon receipt of Owner's notice as described herein, County may submit a request to Commissioners Court to amend or supplement this Agreement to increase the Limitation of Liability by the amount of the Additional Costs. If Commissioners Court does not approve the proposed amendment or supplement within thirty (30) days of County's receipt of Owner's notice, Owner may restore its facilities and seek reimbursement for 100% of the Cost of the Work, including, but not limited to, restoration cost incurred, subject to the Limitation of Liability.

V. Joint Use Permit

Owner's interests in the land within the County's ROW shall be subject to the Joint Use Permit attached hereto as **Exhibit 2** and incorporated herein.

VI. Notice

- A. All notices required to be given hereunder ("Notice") shall be given by registered or certified United States Mail, postage prepaid, return receipt requested, or by courier services, addressed as follows:

Owner:

City of Tomball
501 James Street
Tomball, Texas 77375
Attention: Beth Jones
Email: bejones@tomballtx.gov

County:

Harris County Engineering Department
1001 Preston, Seventh Floor
Houston, Texas 77002
Attention: Angela Murry, Chief Utility Coordinator
Email: angela.murry@hcpid.org

Any Notice sent by mail or delivery services as provided herein shall be deemed given and completed on the date of actual receipt thereof.

- B. All communications and invoices given hereunder may be given by electronic means or in the same manner as Notices described herein.
- C. Each Party shall have the right to change its respective address and each shall have the right to specify as its address any other address in the State of Texas by giving at least fifteen (15) days' written notice of such change to the other Party.

VII. Attached Instruments

The instruments attached to and made a part of this Agreement are:

- Exhibit 1** - Affidavit
- Exhibit 2** - Joint Use Permit
- Exhibit 3** - Cost Estimate
- Exhibit 4** - Utility Adjustment Approval Form
- Exhibit 5** - Company Plans or Sketch

VIII. Termination

County may terminate this Agreement at any time up to the date that the Work under this Agreement has been authorized and such termination will not create any liability on the part of County.

IX. Liability of the Parties

Subject to Section XV below, each Party shall be responsible for all claims and liability due to the activities of the Party's employees, officials, agents, contractors, or subcontractors arising out of or under this Agreement and which result from any act, error, or omission; intentional tort; intellectual property infringement; or failure to pay a vendor; committed by the Party or its employees, officials, agents, consultant under contract, or another entity over which it exercises control.

X. Applicable Law and Venue

- A. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds. Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.
- B. This Agreement is governed by the laws of the State of Texas.
- C. The exclusive forum for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Texas.
- D. The exclusive venue for any action arising out of, in connection with, or in any way relating to, the Agreement shall be in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

XI. Assignment

No Party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other Party.

XII. Independent Parties

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the Owner for any purpose. The Owner, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

XIII. No Third Party Beneficiaries

The County is not obligated or liable to any party other than Owner for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

XIV. Waiver of Breach

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

XV. No Personal Liability; No Waiver of Immunity

- A. Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

XVI. Applicable Law and Venue

This agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

XVII. Anti-Boycott

In accordance with Tex. Gov't Code Ann. § 2270.002, Owner warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.

XVIII. Foreign Terrorists Organizations

In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Owner warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Owner does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

XIX. No Binding Arbitration; Right to Jury Trial

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

XX. Contract Construction

- A. This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B. The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C. When terms are used in the singular or plural, the meaning shall apply to both.
- D. When either the male or female gender is used, the meaning shall apply to both.

XXI. Recitals

The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

XXII. Entire Agreement; Modifications

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

XXIII. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of

competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

XXIV. Survival of Terms

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XXV. Multiple Counterparts/Execution.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

XXVI. Warranty

By execution of this Agreement, the Owner warrants that the duties accorded to the Owner in this Agreement are within the powers and authority of the Owner.

HARRIS COUNTY

City of Tomball

By: _____
ED EMMETT
County Judge

By: _____
MAYOR GRETCHEN FAGAN
City Mayor

APPROVED AS TO FORM:

ATTEST:

VINCE RYAN
Harris County Attorney

By: _____
Jacqueline Lentz
Assistant County Attorney
C.A. File No.: 18GEN1728

Secretary

A F F I D A V I T

THE STATE OF TEXAS	§	COUNTY:	Harris
	§	ROAD:	Holderrieth Road
COUNTY OF HARRIS	§	ROAD NO:	4204202

WHEREAS Harris County, hereinafter called the "County," deems it necessary to make certain improvements to Holderrieth Road from S.H. 249 to 715 LF East of Existing Calvert Road "Improvements;" and

WHEREAS, it is anticipated that the Improvements will affect the facilities of City of Tomball, acting by and through its Mayor, hereinafter called the "Owner," at the following-described location:

Holderrieth Road from S.H. 249 to 715 LF East of Existing Calvert Road

WHEREAS, the County has requested that the Owner furnish the County information relative to interests that Owner holds in lands at the above-indicated location,

NOW THEREFORE, before me, the undersigned authority, this day personally appeared Mayor Gretchen Fagan who, after being by me duly sworn, did depose and say:

"My name is Gretchen Fagan. I am above the age of eighteen (18) and fully qualified to make this affidavit. I am the City Mayor of the City of Tomball and as such, have knowledge of the facts contained herein, and they are all true and correct.

To the best of my knowledge, the City of Tomball is the owner of certain interests in the above-indicated lands, described as follows:

See attached easement"

CITY OF TOMBALL

Mayor Gretchen Fagan
City Mayor

Sworn to and subscribed before me this ____ day of _____, 201[].

Notary Public in and for the State of Texas

(SEAL)

T376796

PIPELINE RIGHT OF WAY AND EASEMENT 522-19-1935

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

11/10/98 300244483 T376796 \$17.00

W THAT Tandem Energy Corporation, a Colorado corporation, and Mobil Producing Texas & New Mexico Inc., a Delaware corporation, hereinafter called Grantors for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, sell and convey to the City of Tomball, Texas hereinafter called City or Grantee, its successors and assigns, the right of way and easement to lay, construct, maintain, operate, replace, protect, repair, change the size of, and remove a pipeline for the transportation and construction of metering facilities for oil, gas, water, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, with all incidental equipment, on, over, and through the following described lands, situated in Harris County and State of Texas to wit:

17 A Six hundred forty acres more or less being all of the Chauncey Goodrich Survey, D A-305, Harris County, Texas, and being the same land conveyed to Merit Energy Corporation (now Tandem Energy Corporation) by deed dated June 1, 1996 from Exxon Corporation recorded under C.C.F. # SO99288 of the official public records of real property Harris County, Texas and being that same tract whereas by virtue of the deed, Humble Oil and Refinery Company (Now Exxon Corporation) did convey ½ of all rights, titles and interest to Magnolia Petroleum Company (Now Mobil Producing Texas & New Mexico Inc.) with exception of a 28.68 Acre tract and a 9.26 Acre tract and said deed being dated January 9, 1934 and recorded in Volume 942, Page 247 of the Deed of Records of Harris County, Texas.

Subject tract being a proposed pipeline easement to be 15 feet in width and more particularly described on the Exhibit "A" which is attached hereto and made a part hereof, it being understood, however, that the City shall be permitted to use an additional 25 feet adjacent to and along the right-of-way and easement during construction.

Grantors further grant to City, for so long as the easements granted herein are in force and effect, all right, title and interest that Grantors may have in and rights to use, any and all pipelines, equipment and related facilities which are in place in, on, and under the easements, including but not limited to natural gas pipelines and pipeline facilities which may have been constructed on behalf of Texas Southeastern Gas Company.

City hereby represents and warrants that the Pipeline Right of Way and Easement granted by Exxon Corporation and Mobil Producing Texas & New Mexico Inc. to Texas Southeastern Gas Company ("TSGC") filed for record on April 19, 1995 under CCF #R357643 of the official public records of real property Harris County, Texas was abandoned by TSGC for a period of not less than twenty-four (24) consecutive months, and, therefore, is no longer in force and effect. To the extent permitted by law, the City

JOINT USE PERMIT

Exhibit 2

THE STATE OF TEXAS	§	COUNTY:	Harris
	§	ROAD:	Holderrieth Road
COUNTY OF HARRIS	§	ROAD NO.:	4204202

WHEREAS, Harris County, hereinafter called the "County," proposes to make certain improvements on that section of the above-indicated road generally located as follows:

S.H. 249 TO 715 LF EAST OF EXISTING CALVERT ROAD

WHEREAS, it is understood that the above referred to improvements will affect the facilities of City of Tomball, hereinafter called the "Owner", which is in possession of, and will retain possession of, certain properties that the County must cross and encroach upon in the construction and maintenance of these improvements, such crossings or encroachments being as detailed and to the extent as shown and described on the sketch sheet or sheets which are attached hereto and made a part hereof.

NOW, THEREFORE, formal permission is hereby granted by Owner, by and through Mayor Gretchen Fagan, its City Mayor , to County to cross and encroach upon Owner's said properties for the purposes set forth herein and as detailed and to the extent as shown and described on the sketch sheet or sheets attached hereto as Exhibit 5 and incorporated by reference herein.

It is hereby agreed that in the event of future construction, reconstruction, expansion, relocation, rehabilitation, maintenance, or other work on facilities owned and operated by either the County or the Owner in the area jointly occupied by this permit, where such work will disturb, detrimentally affect, or interfere with the facilities of either party, agreement will be reached in writing by the parties hereto before such work is undertaken. However, in the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, either party hereto may, at its own responsibility and risk, make necessary emergency repairs, notifying the other party hereto of this action as soon as practical.

The Owner, by execution of this permit by its representative listed below, does not waive any of the rights which Owner may legally have within the limits of the laws of this State.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures.

HARRIS COUNTY ENGINEERING
DEPARTMENT

CITY OF TOMBALL

By: _____
Angela Murry
Chief Utility Coordinator

By: _____
Mayor Gretchen Fagan
City Mayor

Date: _____

Date: _____

COST ESTIMATE

Date: 8/22/2018

Location: Holderrieth Rd at 6" HP stl crossing, W. of SH249, Tomball, Texas

Scope: Turn-key relocation of 240 LF of 6" HP steel gas main.

Mikels Const. proposes to:

Provide Labor, Equipment and Materials as follows:

1. 240 LF of 6" .280w FBC steel gas main, pigged and chart tested.
2. 1 Directional Bore across the Holderrieth Rd. R.O.W.
3. 1 Valve off line and Flare gas off.
4. 1 Cut and Tie-in newly installed pipe.
5. 1 Purge air and reload the line.
6. 1 Wrap tie-ins and backfill all excavations.

This pricing covers:

- a. Tie-ins at normal depths without deep excavations and offset risers.
- b. All materials spec'd as "Buy American", in stock, ready for delivery.
- c. Performing all work in-house with no outside subs to coordinate with scheduling on Tapping and Plugging the line.

Bid Amount (taxes on materials included): \$45,587.50

Bid Amount (with 25% contingency): \$56,984.38

UTILITY ADJUSTMENT APPROVAL FORM

Exhibit 4

Date: September 11, 2018

Project: Holderrieth Road from S.H. 249 to 715 LF East
of Existing Calvert Road "Improvements

Owner: City of Tomball

Description of Adjustment: Adjustment of the City's Gas Line Located at
Approx. Sta. 57+10

Estimated Cost: \$56,984.38

Percentage Reimbursable: 100%

Approved By: _____
Angela Murry
Chief Utility Coordinator
Harris County Engineering Department

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, 2017 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTUION OF A CONTRACTUAL AGREEMENT FOR RIGHT OF WAY UTILITY ADJUSTMENTS BY AND BETWEEN HARRIS COUNTY AND THE CITY OF TOMBALL FOR THE ADJUSTMENT OF THE CITY'S GAS LINE IN CONNECTION WITH HARRIS COUNTY IMPROVEMENTS TO HOLDERRIETH ROAD FROM S.H. 249 TO 715 LF EAST OF EXISTING CALVERT ROAD

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Jack Morman	☐	☐	☐
Comm. Steve Radack	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. A purchase order be issued in favor of City of Tomball for adjustment of its facilities on Holderrieth Road, Road No. 4204202, subject to items of actual cost appearing in the detailed final invoice, provided, however, that Harris County shall in no event be liable under this Agreement for more than \$56,984.38.
2. County Judge Ed Emmett is hereby authorized to execute, for and on behalf of Harris County, the Agreement by and between the County and the City of Tomball for the Adjustment of the City's Gas Line, said Agreement being incorporated herein by reference for all purposes, as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

Topic:

Consideration to Approve **Zoning Case P18-130**: Request by Greg Breaux for a Conditional Use Permit to operate a *Mobile Food Court* on approximately 3.39 acres of land legally described as Lot 1A Block 1 Parkway Oasis 3rd Replat, generally located on the west side of Business 249 between Hirschfield Road and Alice Road and zoned General Retail District.

- Conduct Public Hearing on **Zoning Case P18-130**
- Adopt, on First Reading, Ordinance 2018-32, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Granting A Conditional Use Permit (CUP) To Greg Breaux, To Operate A “Mobile Food Court”; Said Property Being Approximately 3.39 Acres, And Being Legally Described As Lot 1A Block 1 Parkway Oasis 3rd Replat, Harris County, Texas, Generally Located On The West Side Of Business 249 Between Hirschfield Road And Alice Road; Providing Requirements And Conditions For This CUP; Containing Findings And Other Provisions Relating To The Subject; Providing A Penalty In An Amount Not To Exceed \$2,000 For Violations Hereof; And Providing For Severability.

Background:

On Monday, September 10, 2018, after conducting a public hearing, the Planning and Zoning Commission recommended approval of the rezoning request with three votes Aye and two votes Nay.

Origination:

Greg Breaux

Recommendation:

Approval

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

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

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
--	--	-------

ATTACHMENTS:

2018-32 Ordinance
P18-130 Notice of Public Hearing
P18-130 Property Owner Notification
P18-130 Staff Report
P18-130 Response Forms

ORDINANCE NO. 2018-32

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO GREG BREAU, TO OPERATE A “MOBILE FOOD COURT”; SAID PROPERTY BEING APPROXIMATELY 3.39 ACRES, AND BEING LEGALLY DESCRIBED AS LOT 1A BLOCK 1 PARKWAY OASIS 3RD REPLAT, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON THE WEST SIDE OF BUSINESS 249 BETWEEN HIRSCHFIELD ROAD AND ALICE ROAD; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Greg Breau, has requested a CUP to operate a “Mobile Food Court” on approximately 3.39 acres of land, legally described as Lot 1A Block 1 Parkway Oasis 3rd Replat, generally located on the west side of Business 249 between Hirschfield Road and Alice Road, in the City of Tomball, Harris County, Texas, (the "Property"), 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 CUP; 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 CUP; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP; 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 CUP, the City Council held the public hearing for the requested CUP 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 CUP.

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. A CUP to operate a “Mobile Food Court” at the Property and subject to the terms and conditions set forth below is hereby granted to Greg Breaux.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. The CUP authorized hereby shall be, and is, subject to the following additional limitations, restrictions and conditions:

- 1) The site shall be developed and operated in substantial compliance with Exhibit “A”.

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.

Section 8. 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.

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 17TH DAY OF SEPTEMBER 2018.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN 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 1ST DAY OF OCTOBER 2018.

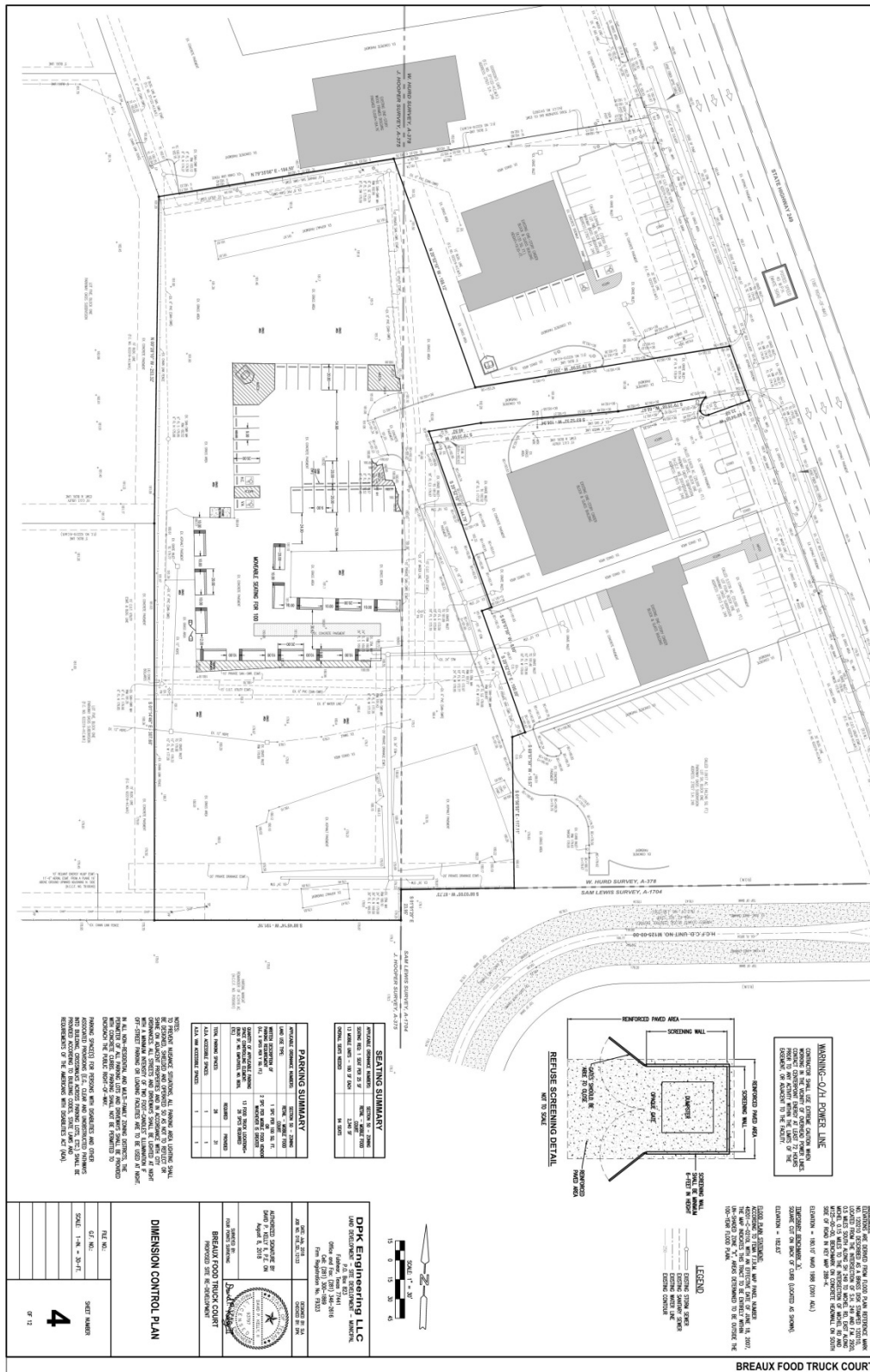
COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit “A”



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 10, 2018
&
CITY COUNCIL
SEPTEMBER 17, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 10, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, September 17, 2018, 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 P18-130: Request by Greg Breau for a Conditional Use Permit to operate a *Mobile Food Court* on approximately 3.39 acres of land legally described as Lot 1A Block 1 Parkway Oasis 3rd Replat, generally located on the west side of Business 249 between Hirschfield Road and Alice Road and zoned General Retail District.

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 Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

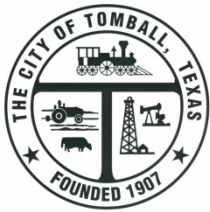
C E R T I F I C A T I O N

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 **6th** day of **September 2018** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Elizabeth Jones

Elizabeth Jones
Administrative Assistant

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.



Notice of Public Hearing

YOU ARE INVITED TO ATTEND Public Hearings before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P18-130

APPLICANT/OWNER: Request by Greg Breaux

LOCATION: Generally located on the west side of Business 249 between Hirschfield Road and Alice Road

PROPOSAL: A Conditional Use Permit to operate a *Mobile Food Court* on approximately 3.39 acres of land legally described as Lot 1A Block 1 Parkway Oasis 3rd Replat, and zoned General Retail District.

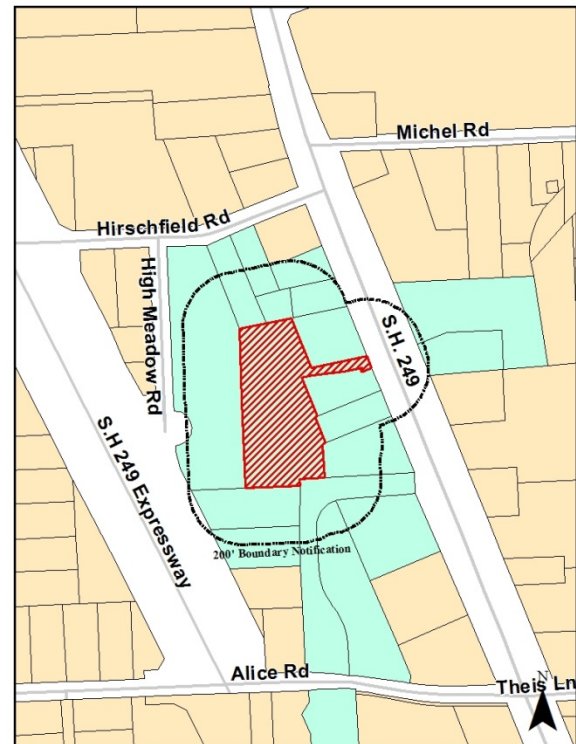
CONTACT: Amelia Lindley

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. Interested parties may appear and speak on the project or the staff recommendation at the meeting. Written comments may also be submitted for consideration.

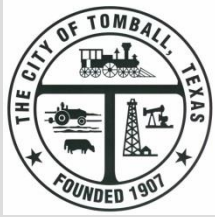


**Planning & Zoning Commission
Public Hearing:
Monday, September 10, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, September 17, 2018, 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.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: September 10, 2018

City Council Public Hearing Date: September 17, 2018

Rezoning Case: P18-130
Property Owner(s): Breaux Properties LTD
Applicant(s): Greg Breaux
Legal Description: Lot 1A Block 1 Parkway Oasis 3rd Replat
Location: West side of Business 249 between Hirschfield Road and Alice Road (Exhibit "A")
Area: 3.39 acres
Comp Plan Designation: Commercial (Exhibit "B")
Present Zoning and Use: General Retail (Exhibit "C") / Undeveloped property (Exhibit "D")
Proposed Use(s): Breaux Food Truck Court
Request: Conditional Use Permit (CUP) to allow the operation of a *Mobile Food Court*

Adjacent Zoning & Land Uses:

North: General Retail / Goodson's Café

South: General Retail and Agricultural / Undeveloped property, Harris County Flood Control Ditch

West: Planned Development / Breaux Machine Works

East: General Retail / Advance Auto Parts, Aaron's, Brake Check, Chicken Express

BACKGROUND

City Staff met with the applicant in July 2018 to discuss the proposed development of a mobile food truck court. City Staff informed the applicant that a Conditional Use Permit (CUP) would be required to operate a mobile food court on the subject site.

ANALYSIS

In 2016, City Council adopted ordinance No. 2016-33, allowing mobile food courts to operate in the General Retail, Commercial, Light Industrial, and Old Town & Mixed Use zoning districts with the approval of a CUP. According to the ordinance, a *mobile food court* "means a parcel of land where two or more mobile food vendors congregate to offer food or beverages for sale to the public as a principal use of the land". The applicant has proposed permanent spots for up to thirteen mobile food trucks (Exhibit "F").

The ordinance also required the following site development standards:

- a. No Mobile Food Vendor nor any associated seating areas shall be located in the required landscape buffer yard, access easement, surface drainage easement, driveway, and/or fire lane(s).
- b. All activity must occur on private property, outside of the public right-of-way.
- c. There shall be at least three (3) feet of unobstructed clearance between all individual Mobile Food Vendors and all permanent or accessory structures and at least ten (10) feet of unobstructed clearance for mobile food vendors parked side-by-side.
- d. Mobile Food Vendors shall not park in required parking stalls, rather they shall be located on a designated paved surface. Spaces for Mobile Food Vendors shall meet the minimum parking requirements per Table Section 50-112-1.
- e. Vehicular drive-thru service of food and/or beverages shall not be permitted.
- f. Accessible restroom facilities shall be provided within a permanent structure. Temporary or portable toilet facilities are not permitted.
- g. Electrical service may be provided to the Mobile Food Vendors by a permitted electrical connection or on-board generators. When using on-board generators, sound absorbing devices shall be used.
- h. A designated seating area shall be provided for patrons.
- i. A Mobile Food Vendor conducting business at a Mobile Food Court shall not be located within the same Mobile Food Court for a period in excess of 180 days. The same Mobile Food Vendor shall not return to the same Mobile Food Court for a period of 30 days.
- j. Mobile Food Vendors conducting business at a Mobile Food Court shall have current vehicular registration and shall be in a suitable operating condition for transit.
- k. All Mobile Food Vendors shall meet all other requirements per Chapter 32 – Peddlers and Solicitors.

According to Section 50-81 (f) of the Chapter 50 (Zoning), when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

- 1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;**

The Comprehensive Plan Future Land Use Map identifies the subject site, and all surrounding sites, as Commercial. The Comprehensive Plan indicates the Commercial category includes “shopping centers, convenience stores, auto dealers, department stores, grocery and drug stores, entertainment facilities, food and beverage purveyors, salons, and small repair shops”. According to the applicant, the proposed development will not only provide mobile food trucks, but will also include a field and a dog park for patrons (Exhibit “E”).

The proposed development also meets goals and objectives outlined in Chapter 6 (Economic Opportunity) of the Comprehensive Plan. This chapter of the Plan explains how “Tomball will need to provide unique goods, services and experiences to get people off the Bypass [SH 249] and into the community” (Page 105). The proposed development will offer a unique service and experience that will attract citizens as well as noncitizens to Tomball.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

According to the Zoning Ordinance, “a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.”

According to Section 50-76 (General Retail District), the General Retail District should provide “shopping and service facilities for the retail sales of goods and services.”

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

Should the CUP application be approved by City Council, the applicant will be required to submit site and building plan applications and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review. It appears the proposed use will meet all supplemental standards.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts;

The proposed use appears to be compatible with the adjacent developments. There is a blend of many different land uses in the immediate area including restaurants (Goodson’s Café and Chicken Express), goods and services related businesses (Advanced Auto Parts, Aaron’s, Brake Check) and a machine shop. According to the proposed concept plan (Exhibit “F”), the development will provide an approximately 250 foot long driveway from Tomball Parkway (Business 249). This will allow patrons to utilize the development at a safe distance from a public road with a lot of traffic.

5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

Staff does not anticipate any adverse effects on surrounding properties.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on August 24, 2018. A sign was placed on the property and Notice of Public Hearing was published in the paper on August 29, 2018. Any public comment forms received by City Staff will be presented in the Planning & Zoning Commission and City Council packets or delivered during the time of the public meeting.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case P18-130 for the following reasons:

1. The proposed use is appropriate for the location and surrounding uses;
2. The proposed use meets the intent of the General Retail Zoning District;
3. The proposed use meets the goals of the Comprehensive Plan.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photos
- E. CUP Application
- F. Concept Plan

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

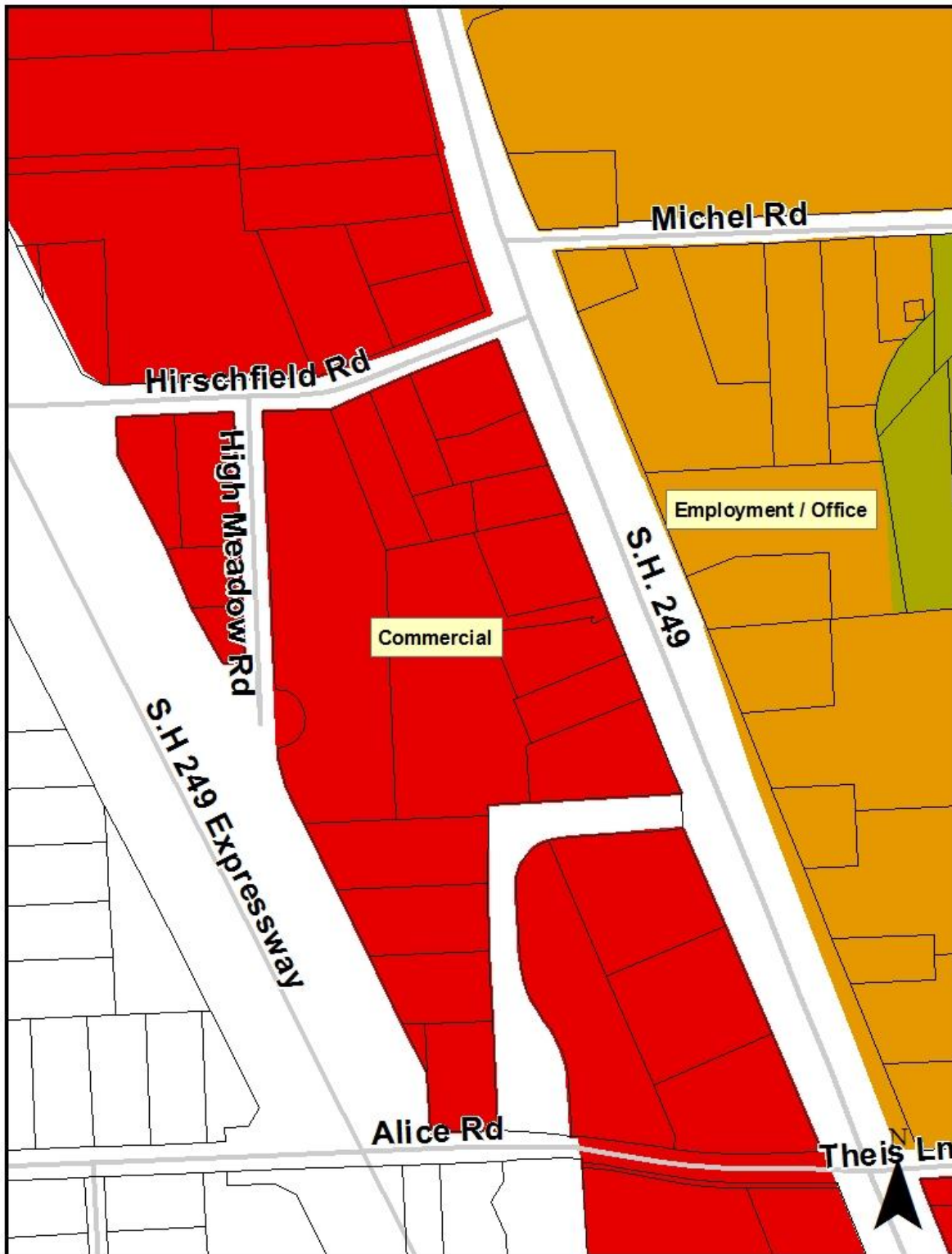
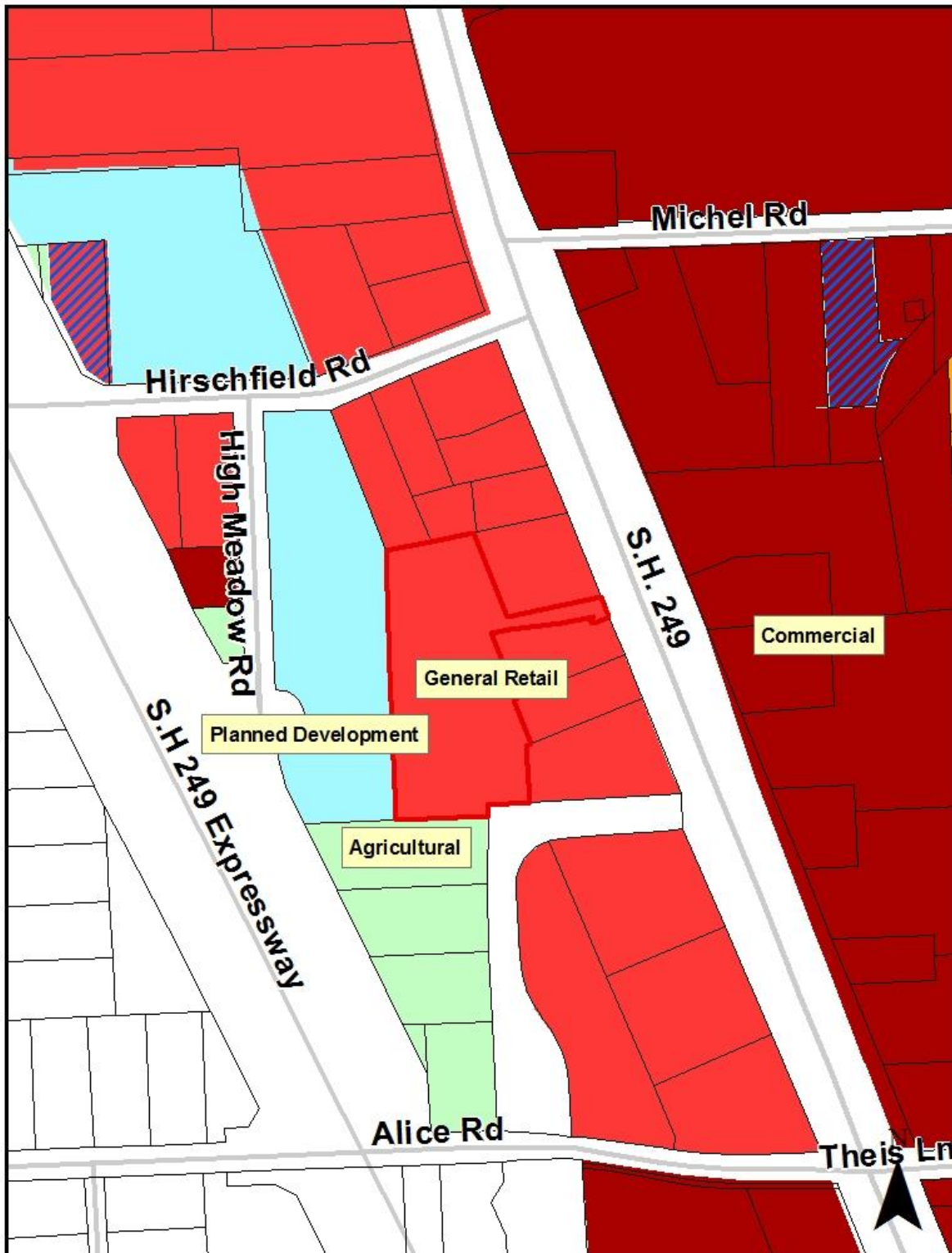


Exhibit "C"
Zoning Map

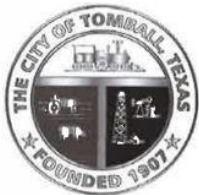


**Exhibit “D”
Site Photos**



Exhibit "E"
CUP Application

Revised 1/20/09



18-130
APPLICATION FOR
CONDITIONAL USE PERMIT
Engineering & Planning Department

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

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of this Section and Section 10 of The Zoning Ordinance.

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: Greg Breaux Title: Owner
Mailing Address: 14090 FM 2920 STEG-546 City: Tomball State: Texas
Zip: 77377
Phone: (281) 831-1223 Fax: () Email: breauxsftp@gmail.com

Owner

Name: Greg Breaux, DBA Title: Owner
Mailing Address: 14090 FM 2920 STEG-546 City: Tomball State: Texas
Zip: 77377
Phone: (281) 831-1223 Fax: () Email: gregbreaux@hotmail.com

Engineer/Surveyor (if applicable)

Name: DKB Engineering, LLC, David Kelly Title: President
Mailing Address: PO Box 823 City: Fulsher State: Texas
Zip: 77441
Phone: (281) 300-1869 Fax: () Email: david.kelly@dkpengineering.com

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1400

rgcroix@hotmail.com

Description of Proposed Project: Food Truck Park

Physical Location of Property: 27921 Tomball Parkway, Tomball, Texas 77375

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

Legal Description of Property: W Hurd Survey, Abstract #378, J Hooper Survey, Abstract 375

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

HCAD Identification Number: _____ Acreage: 3.397

Current Use of Property: No Current use, Vacant

Proposed Use of Property: Food Truck Park

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.

CITY OF TOMBALL
281-351-5484

REC#: 01038589 7/30/2018 10:35 AM
OPER: LS TERM: 005
REF#: W VISA 226

ACCT #: XXXX-XXXX-XXXX-3090
AUTH #: 057656
TRAN #: 061208156289
TYPE: PURCHASE

TRAN: 130.0000 PLANNING AND ZONING
GREG BREAUX
14090 FM 2920
100-5442
CONDITIONAL USE PER 600.00CR

TENDERED: - 600.00 CREDIT CARD
APPLIED: 600.00-

CHANGE: 0.00

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 Greg Breaux  July 30, 2018
Signature of Applicant Date

X Greg Breaux, DBA  July 30, 2018
Signature of Owner Date

Greg Breaux

July 30, 201

City of Tomball
501 James St.
Tomball, Texas 77375

To Whom it may Concern:

I am requesting that The City of Tomball and all concerned will allow me to start a new venture within the City of Tomball.

I propose to open a Food Truck Court. This business will be a Family oriented business with a variation of food choices. I will also have a Fenced Children's play area, a dog park and a turf Field (turf from Alamo Dome) for all to use.

We will have more than ample parking as well as restrooms to Accommodate large crowds.

Thank you for your kind consideration in allowing my new business in this town that I have been raised in my whole life and dearly love.

Most Sincerely,

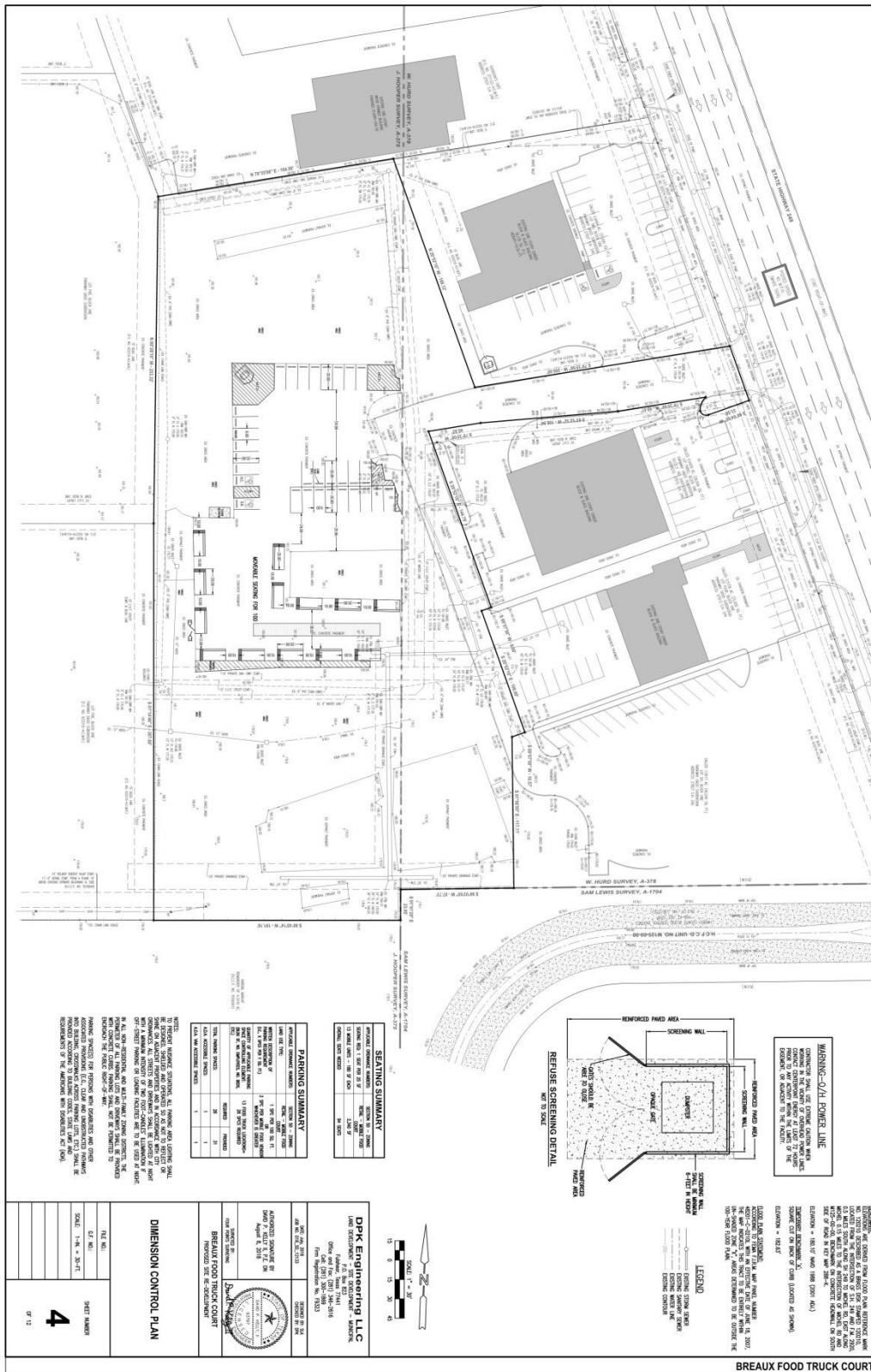


Greg Breaux
14090 FM 2920 Ste. G-546
Tomball, Texas 77377
281-831-1223
breauxsftp@gmail.com

30610 Quinn Road
Tomball, Tx 77375

281-351-9617 Office
281-290-6263 Fax

Figure "F"
Concept Plan



Amelia Lindley

From: Michael Harney <MHarney@newquest.com>
Sent: Monday, September 10, 2018 9:15 AM
To: Amelia Lindley
Subject: Zoning Case P18-130

Ms. Lindley,

NewQuest Properties, through an affiliated entity A-S 69 Alice RD Hwy 249, L.P., owns property adjacent to the property for the proposed Conditional Use Permit for a Mobile Food Court referenced in the City of Tomball Zoning Case Number P18-130. We are against the proposed conditional use permit and feel that the proposed use would not be consistent with the existing quality of commercial development in the area. We encourage the City to maintain the current zoning designation and land use on the property to encourage further commercial retail development in the area.

Please do not hesitate to contact our office should you have any questions or concerns regarding this matter.

Michael Harney
Development Manager
NewQuest Properties
8827 W. Sam Houston Parkway North, Suite 200
Houston, Texas 77040
D: 281.640.7195
C: 713.899.9634

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 17, 2018

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 attorney regarding Cause No. 2018-00921; *City of Tomball v. KCC International, LLC d/b/a LaQuinta Inn and Suites*, in the 234th Judicial District Court in and for Harris County, Texas
- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Background:

Origination:

City Council, City Manager, City Attorney

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 17, 2018

Topic:

Consideration and Possible Action regarding Amendments to and Extension of the Employment Contract for Robert Hauck, City Manager

Background:

Origination:

City Council

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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