NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

Monday, October 07, 2024
6:00 PM

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 07, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location**): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 860 8339 3531 Passcode: 594942 .** The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

A. Call to Order

B. Invocation - Led by Pastor Bill Rasco with Spring Creek Church of Christ

C. Pledges to U.S. and Texas Flags

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

E. Presentations

1. Proclamation – 2024 Fire Prevention Week

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

October 10, 2024 – Mayor's Kaffeeklatsch 8:30 a.m. – 10 a.m. @ Community Center

October 12, 2024 – Spooktacular 4 p.m. – 9 p.m. @ Depot

October 19, 2024 – Freedom 5k Ruck Run 8 a.m. – Noon @ Depot

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

Councilman 3 Dunagin

G. Old Business

1. Approve, on Second Reading, Resolution No. 2024-29-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 RSC Riverside Construction, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $101,870.00.

2. Approve, on Second Reading, Resolution No. 2024-30-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 Red Grip, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 1211 Rudel Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $15,195.00.

3. Adopt, on Second Reading, Ordinance No. 2024-26, 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 10.89 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, from the Single-Family-20 District to the Light Industrial District, within the city of Tomball, Harris County, Texas; providing for a penalty

of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

1. Approve Minutes of the September 16, 2024, Regular City Council meeting.

2. Approve a Services Agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of $245,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2024-2025 Budget.

3. Consideration to approve Resolution 2024-34, a Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City's expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.

4. Approve a purchase with Fun Abounds Inc. for the purchase and installation of a shade structure for the playground at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of $92,957, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

5. Approve a contract with Hayden Paving, Inc. to complete a walking trail and parking lot resurface at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of $301,152, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

6. Approve a Service Agreement renewal with Shane Griffin Power & Electrical Services, LLC electrical contractor services for fiscal year 2025, for a not-to-exceed amount of $175,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2024-2025 Budget.

7. Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of $114,637, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

8. Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Silverado 2500 Duty trucks and one Chevrolet Silverado 1500 Command Vehicle through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of $172,019.04 authorize the expenditure of funds therefor and authorize the City Manager to execute any and all documents related to the expenditure. This amount is partially included in the FY 2024-2025 budget.

9. Approve an agreement with Silsbee Ford, for 4 Ford Police Interceptor Units through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of $205,479.00 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

10. Approve an agreement with Waukesha-Pearce Industries Inc., for two PC35MR-5 Hydraulic Excavators through the BuyBoard Cooperative Purchasing (Contract #424-13) for a not-to-exceed amount of $122,300 authorize the expenditure of funds therefor and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

11. Approve an agreement with Deere & Company and King Ranch Ag & Turf for two zero turn mowers, and one UTV/Gator through a BuyBoard Contract (Contract No.706-23) for a not-to-exceed amount of $57,708.88 authorize the expenditure of funds therefor, and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

I. New Business

1. Presentation, discussion, and direction for the proposed North Sycamore Parking Lot project.

2. Approve Resolution No. 2024-35, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of

Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 11.40 Acres; 16000 FM 2920; HCAD 0402200010065 (496,734 Square Feet) Tract Of Land. Providing For Notice Of Said Public Hearings; And Providing For Severability.

3. Approve Resolution No. 2024-36, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of Such Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 4.339 Acres; 16000 FM 2920; HCAD 0402200010065 (189,008 Square Feet) Tract Of Land And Providing For Severability.

4. Approve, on First Reading, Resolution No. 2024-33-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 Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-013**: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

   Adopt, on First Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

6. Authorize annual purchases exceeding $50,000 in accordance with the Purchasing and Bidding Policy for Fiscal Year 2023-2024.

7. Ratify the FY 2024-2025 Budget and Find that the Proposed Tax Rate of $0.336365/$100 EXCEEDS the No-New-Revenue Tax Rate and WILL Generate More Property Tax Revenue than the FY 2023-2024 Budget.

8. Adopt $0.145703 as the Portion of the 2024 Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2024-2025

9. Adopt $0.190662 as the Portion of the 2024 Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2024-2025

10. Conduct Public Hearing regarding the Proposed 2024 Tax Rate of $0.336365/$100 Assessed Value for the City of Tomball, Texas

11. Adopt, on First Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of $0.336365/$100 Value Assessed for the Year 2024 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

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

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

J. Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 4th day of October 2024 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

_____

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

- Proclamation – 2024 Fire Prevention Week

Background:

Origination: Mayor

Recommendation:

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Upcoming Events:

- October 10, 2024 – Mayor's Kaffeeklatsch 8:30 a.m. – 10 a.m. @ Community Center
- October 12, 2024 – Spooktacular 4 p.m. – 9 p.m. @ Depot
- October 19, 2024 – Freedom 5k Ruck Run 8 a.m. – Noon @ Depot

Background:

Origination: Marketing Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve, on Second Reading, Resolution No. 2024-29-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 RSC Riverside Construction, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $101,870.00.

Background:

First reading approved during the September 3, 2024, Regular City Council meeting.

On August 13, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with RSC Riverside Construction for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park to be located at 0 Holderrieth Road, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2024-29-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-29-TEDC on Second Reading

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: September 3, 2024

SUBJECT: RSC Riverside Construction, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Christian Goedde, Chief Executive Officer of RSC Riverside Construction LLC for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park.

RSC Riverside Construction LLC proposes to develop approximately 12.114 acres located at 0 Holderrieth Road, Tomball, Texas 77375. The development will consist of fifteen pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet. The estimated capital investment for the project is over $16 million.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric utilities and related site improvements totaling approximately $2,037,406.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $334,767.00.

If the agreement between the TEDC and RSC Riverside Construction LLC is approved as a Project of the Corporation, the grant funding amount will not exceed $101,870.00, based on 5% of the actual expenditures for the eligible infrastructure improvements.

June 2024

Dear TEDC Board of Directors,

On behalf of RSC Riverside Construction, we respectfully submit this request for grant funding from the TEDC for the completion of the 168,000 square foot Holderrieth Business Park.

RSC Riverside Construction is a Veteran owned company. Brothers and co-owners, Christian and Aaron Goedde grew up in the Tomball area before both serving in the United States Military. Riverside was founded in 2005, and we have been serving the greater Houston area for 19 years, doing new construction and development. During this time, we have become proud partners with United Airlines for the last 14 years performing over 2000 projects at George Bush Intercontinental Airport.

RSC's business model involves developing, building and managing properties with long-term ownership. That's why it is important to us to have above average amenities, construction methods and materials, with rents that agree with up-to-date market rates. This results in the history of zero (0) availability at our existing properties.

Our mission in developing the Holderrieth business park is to cater to diverse, small businesses who are looking for a fresh, modern building where they can continue to grow their businesses. Uniquely, each tenant will be able to sign a one-year renewable lease, as we want small and growing businesses to let go of the fear of signing a multiple-year lease and focus on their goals as a business. At full capacity, there is potential for 71 different companies to reside at this property, with an average of 3.5 employees per lease space totaling a potential 248 new jobs to the Tomball market.

The Holderrieth Business Park will consist of fifteen (15) separate pre-engineered metal buildings. The property was designed to have lease spaces in increments of 2,400 sf, abondance of parking and ample green space. This project will help expand the footprint of the City of Tomball both economically and geographically.

The construction phase of this project is expected to begin in mid-July and is scheduled to be complete in about 14 months.

We are asking for grant funding on this project, including infrastructure, landscaping, and development services. Our current estimated budget is attached:

If you have any questions about the Holderrieth Business Park, please contact us at christian@rscriverside.com. We want to thank you for this opportunity and for your consideration.

Sincerely,

Christian L. Goedde

	Holderrieth	
		168,000
Soft Cost		Budget
	Civil	$58,080
	Architect & MEP's	$43,000
	Environmental	$0
	Geo Tech	$18,150
	Surveys	$30,250
	3rd Party Testing	$40,000
	Legal	$10,000
	Development Overhead	$40,000
	Permit Fee's	$35,000
	IMPACT FEE	$175,000
		$274,480
Site Development		
	General Conditions	$42,000
	Security/Camera/Fencing	$26,000
	SWPPP	$12,100
	Clearing	$48,400
	Grading, Pad Sites	$544,500
	Fill Dirt (Yards)	$300,006
	Turn Lane	$135,000
	Down Spout Connections	$70,200
	Water, Fire Hydrant (6)	$250,000
	Sanitary Sewer	$193,600
	Storm Sewer	$338,800
	Flat Work/Concrete	$1,380,000
	Bollards	$63,750
	CenterPoint	$350,000
	Signs	$40,000
	Landscaping and Irrigation	$108,900
		$3,903,256
Building Construction		
Shell Building	General Conditions	$42,000
	Concrete Slab	$1,512,000
	Steel	$1,495,200
	Steel Erection	$504,000
	Awning	$71,500
	Translucent Panels/ Eave Light	$67,500
	Insulation	$294,000
	Front Doors With Glass	$92,000
	Concrete Sealant	$126,000
	Overhead Door	$178,750
	Front BLD Glass and Glazing	40000
	Glass Back Buildings	$122,000
	Electrical	$135,000
	CenterPoint	$0
	Plumbing	$165,000
		$4,844,950
Interior Build Out		
Total of 52 Buildouts	Millwork	$49,400
	Interior Doors	$156,000
	Frame & Drywall	$1,352,000
	Ceilings	$62,400
	Paint	$78,000
	Bathroom Trim Out	$18,500
	Fire Extinguisher	$13,000
	Fire Alarm	$0
	HVAC/Install/Trimount	$65,000
	Electrical	$1,144,000
	Plumbing	$520,000
		$3,458,300
Total Cost		$12,480,986

RSC Riverside Construction - Impact Report

TOMBALL ECONOMIC DEVELOPMENT CORP.

Scenario 1 with Client Data

Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

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

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	260.0	0	**260.0**
Annual Salaries/Wages at Full Ops (Yr 2)	$14,239,914	$0	**$14,239,914**
Salaries/Wages over 10 Years	$146.31M	$0	**$146.31M**
Taxable Sales/Purchases in City of Tomball	$5,672,687	$0	**$5,672,687**

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	7.0	0	**7.0**
New residents in City of Tomball	18.3	0	**18.3**
New residential properties constructed in City of Tomball	1.1	0	**1.1**
New students to attend local school district	3.5	0	**3.5**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

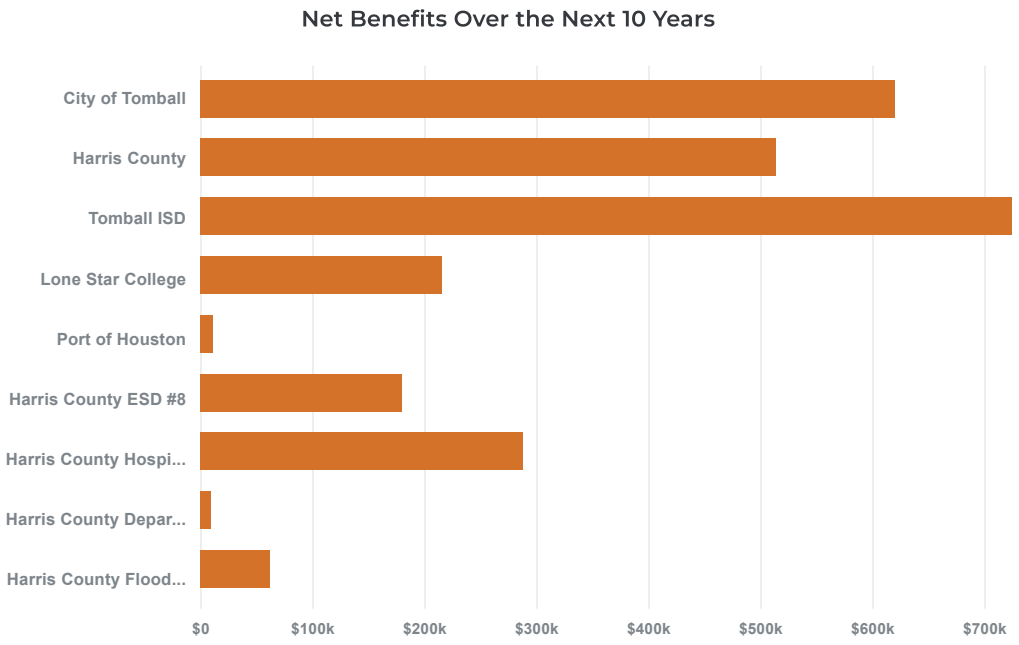
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$130,615	$1,700,000	$15,000,000	$0	$0	*$16,700,000*	**$16,830,615**
2	$251,008	$1,734,000	$15,300,000	$0	$0	*$17,034,000*	**$17,285,008**
3	$256,028	$1,768,680	$15,606,000	$0	$0	*$17,374,680*	**$17,630,708**
4	$261,149	$1,804,054	$15,918,120	$0	$0	*$17,722,174*	**$17,983,322**
5	$266,372	$1,840,135	$16,236,482	$0	$0	*$18,076,617*	**$18,342,989**
6	$271,699	$1,876,937	$16,561,212	$0	$0	*$18,438,149*	**$18,709,848**
7	$277,133	$1,914,476	$16,892,436	$0	$0	*$18,806,912*	**$19,084,045**
8	$282,676	$1,952,766	$17,230,285	$0	$0	*$19,183,051*	**$19,465,726**
9	$288,329	$1,991,821	$17,574,891	$0	$0	*$19,566,712*	**$19,855,041**
10	$294,096	$2,031,657	$17,926,389	$0	$0	*$19,958,046*	**$20,252,142**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$3,376,693	($2,756,866)	$619,827	$489,091
Harris County	$881,132	($367,157)	$513,975	$394,786
Tomball ISD	$1,986,072	($1,261,276)	$724,796	$555,201
Lone Star College	$215,783	$0	$215,783	$165,143
Port of Houston	$11,511	$0	$11,511	$8,810
Harris County ESD #8	$180,124	$0	$180,124	$137,853
Harris County Hospital District	$287,637	$0	$287,637	$220,134
Harris County Department of Education	$9,626	$0	$9,626	$7,367
Harris County Flood Control	$62,268	$0	$62,268	$47,655
Total	**$7,010,846**	**($4,385,299)**	**$2,625,547**	**$2,026,041**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

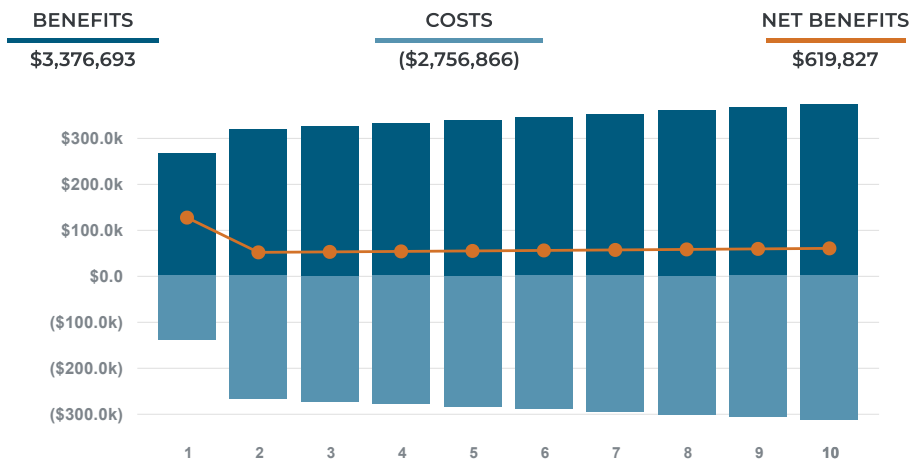


City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$76,875	$36,579	$113,454
Real Property Taxes	$536,366	$0	$536,366
FF&E Property Taxes	$0	$0	$0
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$7,565	$7,565
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$0	$0	$0
Utility Revenue	$1,613,157	$106,754	$1,719,912
Utility Franchise Fees	$92,648	$6,107	$98,754
Miscellaneous Taxes and User Fees	$844,728	$55,916	$900,643
Benefits Subtotal	**$3,163,773**	**$212,920**	**$3,376,693**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($809,303)	($53,414)	($862,717)
Cost of Utility Services	($1,776,653)	($117,496)	($1,894,149)
Costs Subtotal	**($2,585,956)**	**($170,910)**	**($2,756,866)**
Net Benefits	**$577,817**	**$42,010**	**$619,827**

Annual Fiscal Net Benefits for City of Tomball



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 **RSC Riverside Construction LLC** (the "Company"), 210 Spring Creek Trail, Spring, TX 77375.

W I T N E S S E T H:

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

WHEREAS, the Company proposes to develop a 12.114-acre tract of land within the City, located at 0 Holderrieth Road., Tomball, TX 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company intends to make an investment of over Sixteen Million Dollars ($16,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop fifteen (15) pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet (the "Project"); and

DRAFT

WHEREAS, the Board of Directors of the TEDC has determined that the Project will stimulate growth and development, and will promote new and expanded business development in the City and the surrounding area; and

WHEREAS, the TEDC agrees to provide to the Company the sum of up to One Hundred and One Thousand Eight Hundred and Seventy Dollars ($101,870), or an amount equal to Five (5) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the "Infrastructure Improvements"), identified and described in Exhibit "B," attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property fifteen (15) pre-engineered metal office/warehouse buildings (the "Improvements") identified and depicted on Exhibit "C," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

DRAFT

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of two hundred and sixty (260) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of One Hundred and One Thousand Eight Hundred and Seventy Dollars ($101,870), or an amount equal to five (5) percent of actual costs if less than the sum stated above upon

DRAFT

completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% 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 ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

DRAFT

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

DRAFT

If to Company: RSC Riverside Construction LLC
210 Spring Creek Trail
Spring, TX, 77373
Attn: Christian Geodde, CEO

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

DRAFT

unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the "Effective Date").

RSC Riverside Construction LLC

By: _____
Name: _____
Title: _____

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

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2024, by Christian Geodde, CEO, RSC Riverside Construction LLC. for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of _ _____ 2024, 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)

DRAFT

Exhibit A

Legal Description of Property

METES AND BOUNDS DESCRIPTION

ALL THAT CERTAIN 12.114 ACRE, (527,705 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE ELIZABETH SMITH SURVEY, A-70 AND THE C. M. PILOT SURVEY, A-632, HARRIS COUNTY, TEXAS, BEING OUT OF A CALLED 30.182 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RMC LAND LTD., RECORDED IN CLERK'S FILE NO. T714505 OF THE REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS;

Exhibit B

Description of Infrastructure Improvements

SWPPP	$ 12,100
Clearing	$ 48,400
Grading	$ 544,500
Fill	$ 300,006
Fire Hydrant	$ 250,000
Sanitary	$ 193,600
Storm Drainage	$ 338,800
Electric	$ 350,000
Total	$ 2,037,406

Exhibit C
<u>Description of Improvements</u>

15 pre-engineered metal office/warehouse buildings ranging in size from 9,600 square feet to 15,000 square feet with shared common access on approximately 12.114-acres of land within the City, located at 0 Holderrieth Road, Tomball, TX 77375

RESOLUTION NO. 2024-29-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 RSC RIVERSIDE CONSTRUCTION, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Hundred One Eight Hundred and Seventy Thousand Dollars ($101,870.00) found by the Board to be required or suitable to promote a new business development by RSC Riverside Construction, LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Hundred One Eight Hundred and Seventy Thousand Dollars ($101,870.00), to RSC Riverside Construction, LLC, in accordance with an economic development agreement by and between the TEDC and RSC Riverside Construction, LLC, to promote and develop a new or expanded business enterprises, to be located at 0 Holderrieth Road, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this 3rd day of September 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this 16th day of September, 2024.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Tracy Garcia, City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve, on Second Reading, Resolution No. 2024-30-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 Red Grip, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 1211 Rudel Road, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $15,195.00.

Background:

First reading approved during the September 3, 2024, Regular City Council meeting.

On August 13, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Red Grip, LLC for assistance with infrastructure costs related to the development of a commercial office/ retail development to be located at 1211 Rudel Road, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2024-30-TEDC after two separate readings.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-30-TEDC on Second Reading

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: September 3, 2024

SUBJECT: Red Grip, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Mike Matheson, Owner, Red Grip, LLC, for assistance with infrastructure costs related to the construction of a commercial office/retail space on approximately 1.04 acres located at 1211 Rudel Road, Tomball, Texas 77375.

The development will consist of two standalone buildings, constructed with a combination of stone and brick and enhanced with wood beam accents, totaling 9,240 square feet. The site will include a 4,620 square foot facility for a Day Car/Early Learning Facility, as well as a 4,620 square foot office space. The projected capital investment for the project is $2,037,000.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric and gas utilities, and related site improvements totaling approximately $101,300

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is $51,435.00.

If the agreement between the TEDC and Red Grip, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed $15,195.00, based on 15% of the actual expenditures for the eligible infrastructure improvements.

“Off Main” Development on 1211 Rudel Road

August 7th, 2024

Dear TEDC Board of Directors,

On behalf of Red Grip LLC we are kindly asking for grant funding from the TEDC for the completion of our 9,240 sq/ft “Off Main” development. Our intent is to do further development in Tomball that is more focused on the entertainment side of business to bring more things to do in Tomball that are family friendly.

The “Off Main” construction project that is located at 1211 Rudel Road consists of two buildings each consisting of 4,620 sq/ft. The current plan is for one of the buildings to be a Day Care/Early Learning facility as we are working closely with a tenant on the building design and layout to accommodate their needs. We have designed the buildings to be consistent with the theme of the TEDC as well as the medical facility across the road on Quinn. The design is all side stone and brick with wood beam accents and a metal roof. The location is perfect as it is located between several different apartment buildings that would help fulfill the need for affordable childcare in the area. We believe that the location across from the Fire Station also adds some extra element of comfort to parents that drop off their kids. The project would begin approximately in mid-September and end by May or June.

The other 4,620 sq/ft building is currently planned as office space that would support further growth of the area. Currently we are in discussions with a Therapy group out of Cypress, Texas so that is a possibility as well.

We are seeking grant funding for approved installations at our project, including infrastructure, landscaping, and development services.

Please feel free to contact us to discuss into further detail regarding this project. We look forward to the pleasure of working with all of you and putting the best product out there in the community for which I grew up in so that it serves the community in the best way possible.

Sincerely,

Mike Matheson
Owner of Red Grip LLC

Red Grip - Impact Report

Scenario 1 with Client Data

Project Type: New Construction - Office
Industry: Health Care
Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact DashBoard, a customized web application developed by Impact DataSource, LLC.

Impact DashBoard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact DashBoard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact DashBoard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

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

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	35.0	47.1	**82.1**
Annual Salaries/Wages at Full Ops (Yr 5)	$1,439,635	$2,866,494	**$4,306,128**
Salaries/Wages over 10 Years	$6,150,657	$12,246,730	**$18,397,387**
Taxable Sales/Purchases in City of Tomball	$509,927	$153,084	**$663,011**

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.9	1.3	**2.2**
New residents in City of Tomball	2.5	3.3	**5.8**
New residential properties constructed in City of Tomball	0.1	0.2	**0.3**
New students to attend local school district	0.5	0.6	**1.1**

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

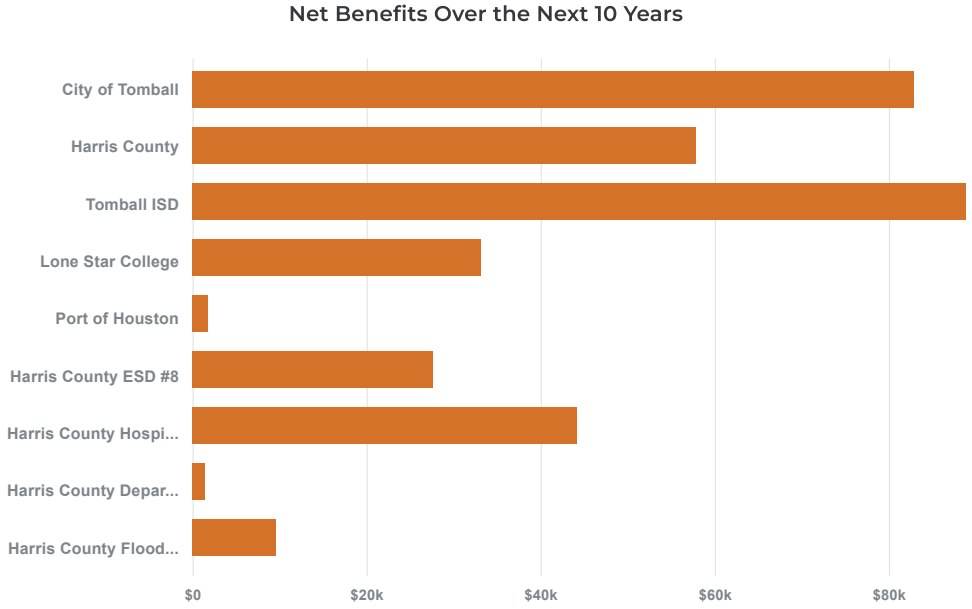
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	$55,502	$335,000	$1,687,000	$15,000	$0	*$2,037,000*	**$2,092,502**
2	$63,405	$341,700	$1,720,740	$13,500	$0	*$2,075,940*	**$2,139,345**
3	$76,222	$348,534	$1,755,155	$12,000	$0	*$2,115,689*	**$2,191,911**
4	$80,102	$355,505	$1,790,258	$10,500	$0	*$2,156,263*	**$2,236,365**
5	$84,107	$362,615	$1,826,063	$9,000	$0	*$2,197,678*	**$2,281,785**
6	$85,789	$369,867	$1,862,584	$7,500	$0	*$2,239,951*	**$2,325,741**
7	$87,505	$377,264	$1,899,836	$6,000	$0	*$2,283,100*	**$2,370,606**
8	$89,255	$384,810	$1,937,833	$4,500	$0	*$2,327,142*	**$2,416,398**
9	$91,040	$392,506	$1,976,589	$3,000	$0	*$2,372,095*	**$2,463,136**
10	$92,861	$400,356	$2,016,121	$3,000	$0	*$2,419,477*	**$2,512,338**

Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	$480,772	($397,845)	$82,927	$66,998
Harris County	$155,555	($97,735)	$57,820	$44,483
Tomball ISD	$248,723	($159,846)	$88,877	$68,093
Lone Star College	$33,166	$0	$33,166	$25,333
Port of Houston	$1,769	$0	$1,769	$1,351
Harris County ESD #8	$27,686	$0	$27,686	$21,147
Harris County Hospital District	$44,211	$0	$44,211	$33,768
Harris County Department of Education	$1,480	$0	$1,480	$1,130
Harris County Flood Control	$9,571	$0	$9,571	$7,310
Total	**$1,002,932**	**($655,425)**	**$347,506**	**$269,613**

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

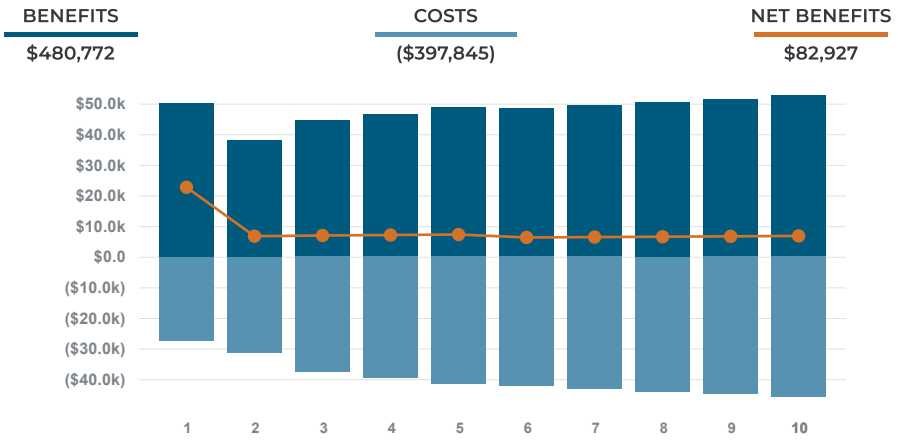


City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	$8,661	$4,599	$13,260
Real Property Taxes	$64,942	$0	$64,942
FF&E Property Taxes	$246	$0	$246
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$2,364	$2,364
Hotel Occupancy Taxes	$0	$0	$0
Building Permits and Fees	$7,500	$0	$7,500
Utility Revenue	$214,871	$33,353	$248,225
Utility Franchise Fees	$12,341	$1,908	$14,248
Miscellaneous Taxes and User Fees	$112,517	$17,470	$129,987
Benefits Subtotal	**$421,078**	**$59,694**	**$480,772**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($107,799)	($16,688)	($124,487)
Cost of Utility Services	($236,649)	($36,709)	($273,358)
Costs Subtotal	**($344,447)**	**($53,397)**	**($397,845)**
Net Benefits	**$76,631**	**$6,296**	**$82,927**

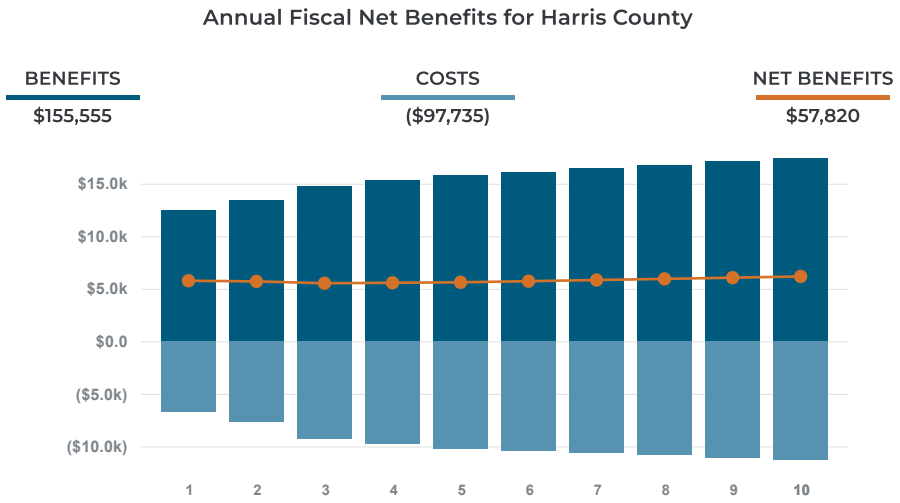
Annual Fiscal Net Benefits for City of Tomball



Harris County Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$77,507	$0	$77,507
FF&E Property Taxes	$294	$0	$294
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$30,104	$30,104
Hotel Occupancy Taxes	$0	$0	$0
Miscellaneous Taxes and User Fees	$14,881	$32,768	$47,649
Benefits Subtotal	**$92,682**	**$62,872**	**$155,555**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	($30,488)	($67,246)	($97,735)
Costs Subtotal	**($30,488)**	**($67,246)**	**($97,735)**
Net Benefits	**$62,194**	**($4,374)**	**$57,820**

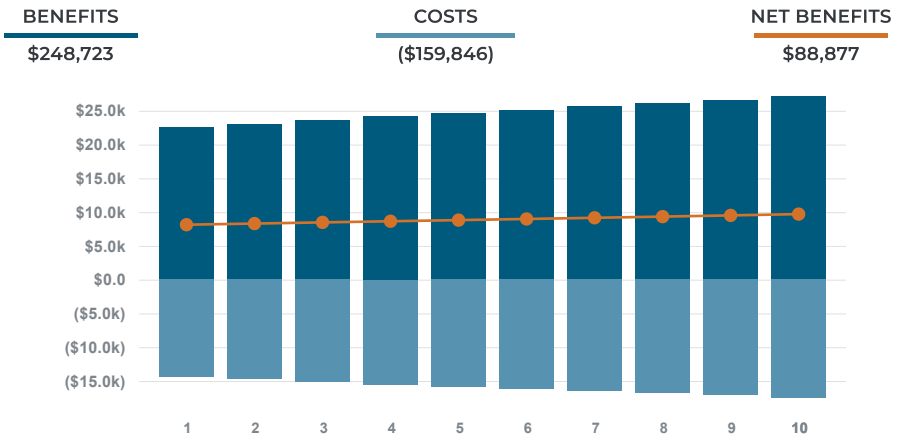


Tomball ISD Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Tomball ISD over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$235,839	$0	$235,839
FF&E Property Taxes	$895	$0	$895
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$2,746	$2,746
Addtl. State & Federal School Funding	$0	$9,243	$9,243
Benefits Subtotal	**$236,734**	**$11,989**	**$248,723**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	$0	($8,974)	($8,974)
Reduction in State School Funding	($149,142)	($1,730)	($150,872)
Costs Subtotal	**($149,142)**	**($10,704)**	**($159,846)**
Net Benefits	**$87,591**	**$1,285**	**$88,877**

Annual Fiscal Net Benefits for Tomball ISD

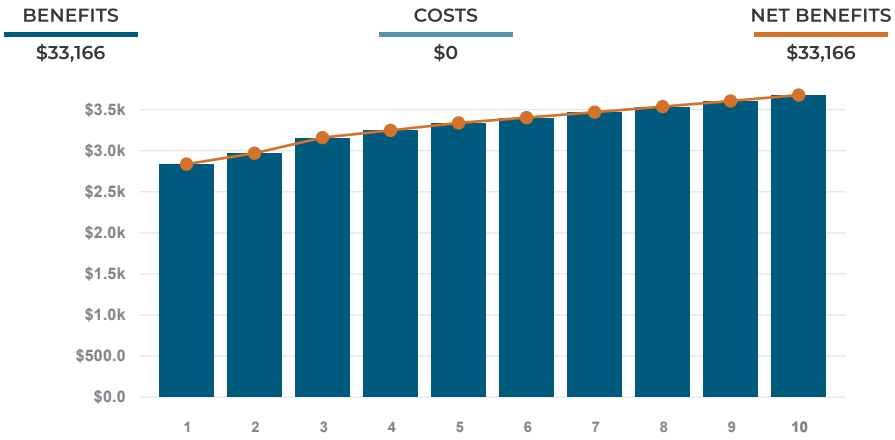


Lone Star College Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Lone Star College over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$23,823	$0	$23,823
FF&E Property Taxes	$90	$0	$90
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$9,253	$9,253
Benefits Subtotal	**$23,913**	**$9,253**	**$33,166**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$23,913**	**$9,253**	**$33,166**

Annual Fiscal Net Benefits for Lone Star College



Port of Houston Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Port of Houston over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$1,271	$0	$1,271
FF&E Property Taxes	$5	$0	$5
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$494	$494
Benefits Subtotal	**$1,276**	**$494**	**$1,769**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,276**	**$494**	**$1,769**

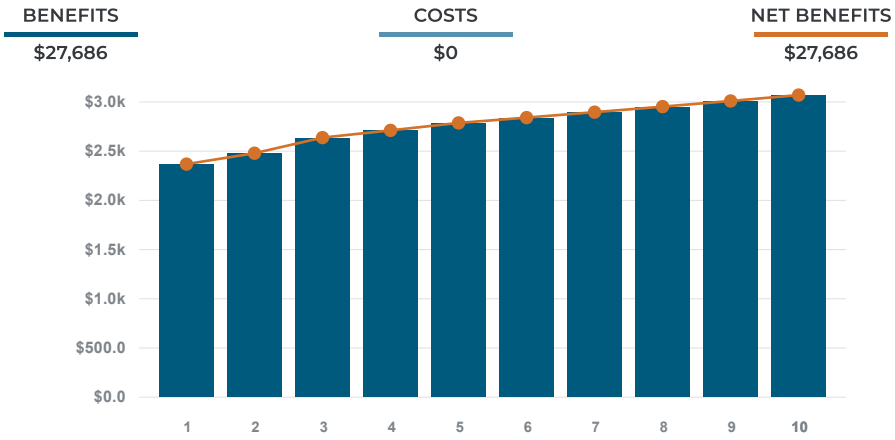
Annual Fiscal Net Benefits for Port of Houston

Harris County ESD #8 Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County ESD #8 over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$19,886	$0	$19,886
FF&E Property Taxes	$75	$0	$75
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$7,724	$7,724
Benefits Subtotal	**$19,962**	**$7,724**	**$27,686**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$19,962**	**$7,724**	**$27,686**

Annual Fiscal Net Benefits for Harris County ESD #8



Harris County Hospital District Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Hospital District over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$31,756	$0	$31,756
FF&E Property Taxes	$120	$0	$120
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$12,334	$12,334
Benefits Subtotal	**$31,876**	**$12,334**	**$44,211**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$31,876**	**$12,334**	**$44,211**

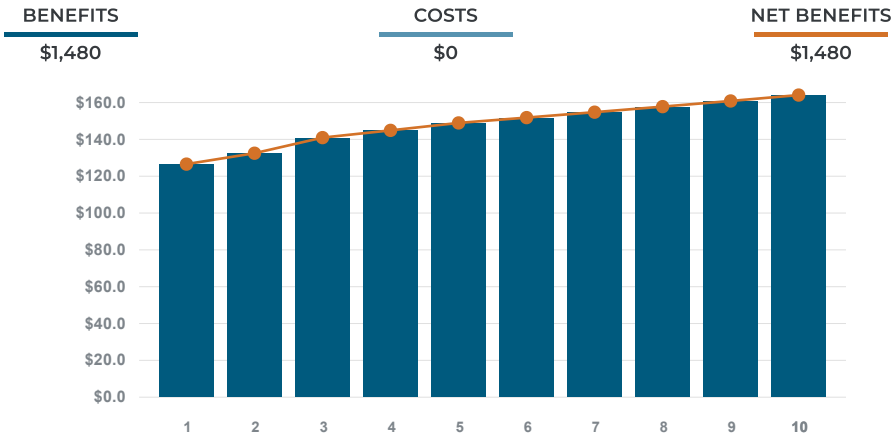
Annual Fiscal Net Benefits for Harris County Hospital District

Harris County Department of Education Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Department of Education over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$1,063	$0	$1,063
FF&E Property Taxes	$4	$0	$4
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$413	$413
Benefits Subtotal	**$1,067**	**$413**	**$1,480**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$1,067**	**$413**	**$1,480**

Annual Fiscal Net Benefits for Harris County Department of Education

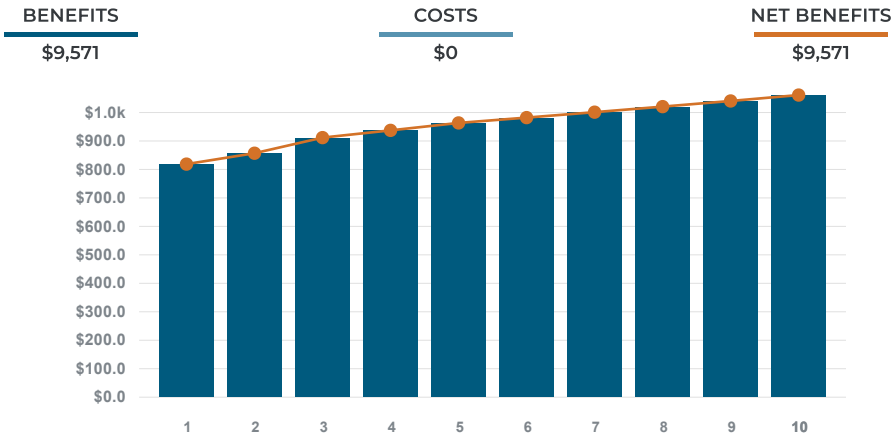


Harris County Flood Control Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by Harris County Flood Control over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	$6,875	$0	$6,875
FF&E Property Taxes	$26	$0	$26
Inventory Property Taxes	$0	$0	$0
New Residential Property Taxes	$0	$2,670	$2,670
Benefits Subtotal	**$6,901**	**$2,670**	**$9,571**
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	$0	$0	$0
Costs Subtotal	**$0**	**$0**	**$0**
Net Benefits	**$6,901**	**$2,670**	**$9,571**

Annual Fiscal Net Benefits for Harris County Flood Control



Methodology

Overview of Methodology

The Impact DashBoard 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 spin-off or 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 adjusted 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:

531120 LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	2.3456
Earnings Multiplier	(Type II Direct Effect)	2.9911

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 local jurisdictions 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

Established in 1993, Impact DataSource is an Austin, Texas-based economic consulting firm. Impact DataSource provides high-quality economic research, specializing in economic and fiscal impact analyses. The company is highly focused on supporting economic development professionals and organizations through its consulting services and software. Impact DataSource has conducted thousands of economic impact analyses of new businesses, retention and expansion projects, developments, and activities in all industry groups throughout the U.S.

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website www.impactdatasource.com

IMPACT DASHBOARD

Scenario 1 with Client Data

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 **Red Grip, LLC** (the "Company"), 14315 Arlington Place, Cypress, TX, 77429.

W I T N E S S E T H :

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

WHEREAS, the Company proposes to develop a 1.04-acre tract of land within the City, located at 1211 Rudel Road, Tomball, Texas 77375 (the "Property"), more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company intends to make an investment of over Two Million Dollars ($2,000,000) in land, buildings, equipment, targeted infrastructure, and other improvements necessary to develop two (2) 4,620 square foot commercial office/retail buildings totaling 9,240 square foot. (the "Project"); and

WHEREAS, the Company also proposes to create Thirty-Five Jobs (35) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

DRAFT

WHEREAS, the TEDC agrees to provide to the Company the sum of up to Fifteen Thousand One Hundred and Ninety-Five Dollars ($15,195), or an amount equal to fifteen (15) percent of actual costs if less than the sum stated above, to assist in the construction of targeted infrastructure improvements (the "Infrastructure Improvements"), identified and described in Exhibit "B," attached hereto and made a part hereof; and

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

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

1.

The Company hereby covenants and agrees that it will construct and maintain on the Property two (2) commercial office/retail buildings (the "Improvements") identified and depicted on Exhibit "C," attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary permits from the City shall be

DRAFT

obtained, within Eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the "Term"). The Term may be extended through a written amendment to this Agreement executed by the Parties.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Fifteen Thousand One Hundred and Ninety-Five Dollars ($15,195), or an amount equal to fifteen (15) percent of actual costs if less than the sum stated above upon completion of construction and occupancy of each office/warehouse space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in

accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% 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 ½% 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.

DRAFT

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: Red Grip, LLC
14315 Arlington Place
Spring, TX, 77379
Attn: Mike Matheson, Owner

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.

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IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the "Effective Date").

Red Grip, LLC

By: _____
Name: Mike Matheson
Title: Owner

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 §

DRAFT

This instrument was acknowledged before me on the _____ day of _____ 2024, by Mike Matheson, Owner, Red Grip, LLC for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the __13_ day of _August_____ 2024, 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)

DRAFT

Exhibit A

Legal Description of Property

Lot 72 Block 1 ACQUEST TOMBALL REPLAT NO. 1
1211 RUDEL ROAD, TOMBALL, TX 77375

Exhibit B

Description of Infrastructure Improvements

Targeted Infrastructure	Cost
Sanitary Sewer	$ 8,000
Storm Drainage	$ 22,500
Water	$ 36,000
Gas	$ 6,000
Site Preparation	$ 54,000
Telecommunications/Internet	$ 4,800
Electric	$ 14,000
Total	**$ 101,300**

Exhibit C
<u>Description of Improvements</u>

Two (2) 4,620 square foot commercial office/retail buildings totaling 9,240 sq. ft. with a shared common driveway on approximately 1.04 acres of land generally located at 1211 Rudel, Tomball, TX

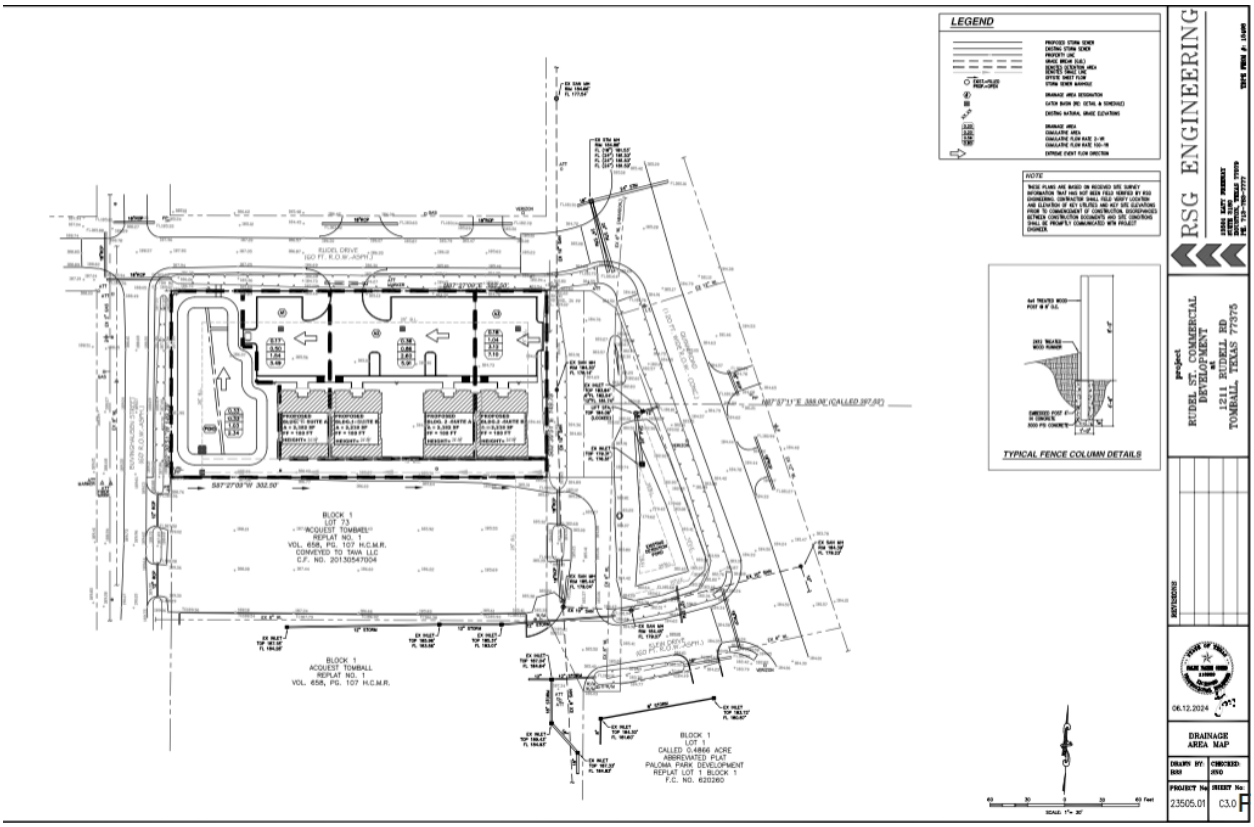
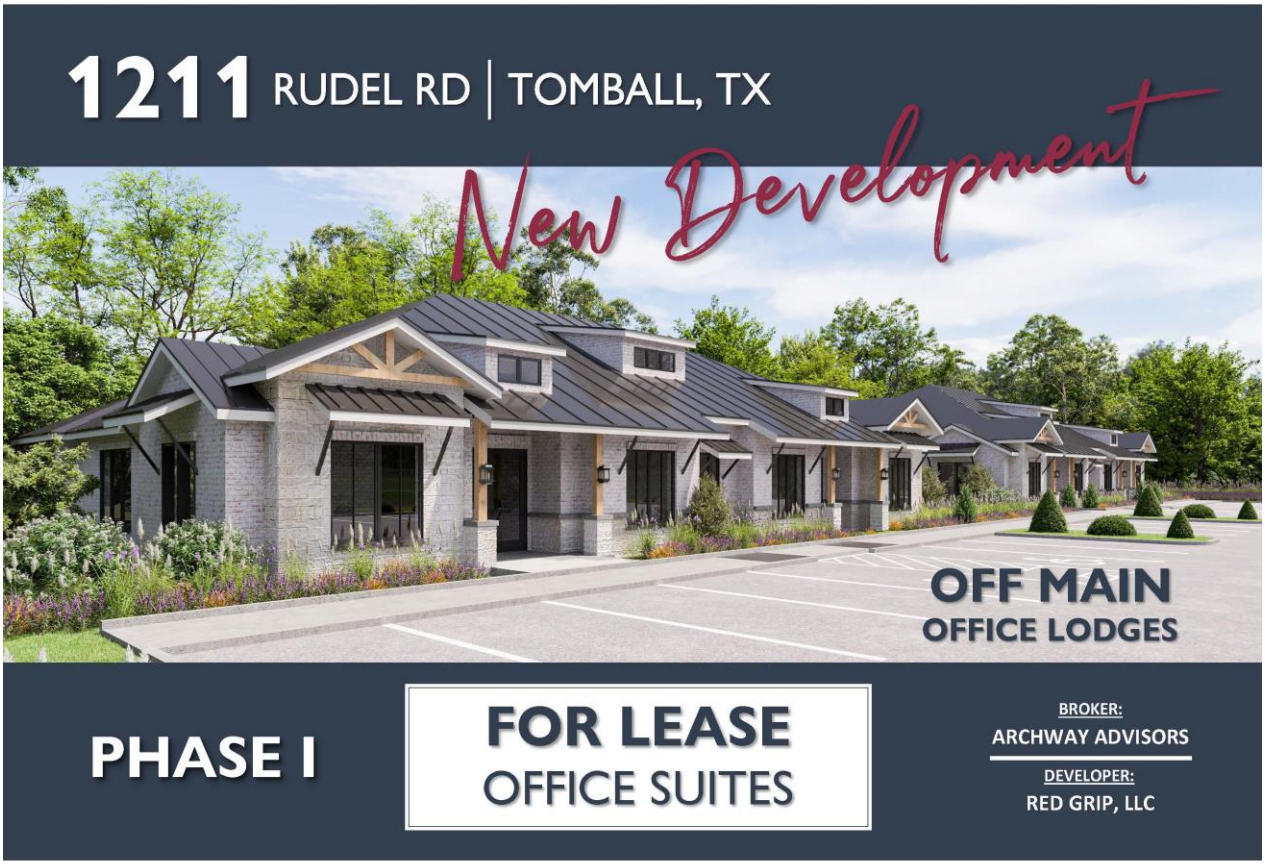


Exhibit C Continued
Description of Improvements



RESOLUTION NO. 2024-30-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 RED GRIP, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifteen Thousand One Hundred and Ninety Five Dollars ($15,195.00) found by the Board to be required or suitable to promote a new business development by Red Grip, LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifteen Thousand One Hundred and Ninety Five Dollars ($15,195.00) to Red Grip, LLC, in accordance with an economic development agreement by and between the TEDC and Red Grip, LLC, to promote and develop a new or expanded business enterprises, to be located at 1211 Rudel Road, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this 3rd day of September, 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this 16th day of September, 2024.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Tracy Garcia, City Secretary

City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Adopt, on Second Reading, Ordinance No. 2024-26, 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 10.89 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, from the Single-Family-20 District to the Light Industrial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Public Hearing held and First Reading approved during the Regular City Council meeting held on September 16, 2024.

On September 9th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. A concern was raised regarding the proximity of the property to residential areas, however no public opposition to the rezoning case was provided. The rezoning request conforms to the Comprehensive Plan's Future Land Use Plan. The Planning & Zoning Commission recommended approval of the rezoning case with a 3-2 vote with the following votes cast.

Chair Anderson	Nay
Commissioner Ross	Nay
Commissioner Moore	Aye
Commissioner Harris	Aye
Commissioner Pye	Aye

Origination: The Estate of James D. Wilmoth, represented by Texas T 22, LLC

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____**Approved by:** _____

Staff Member Date City Manager Date

ORDINANCE NO. 2024-26

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 10.89 ACRES OF LAND LEGALLY DESCRIBED AS BEING A TRACT OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT 629, FROM THE SINGLE-FAMILY-20 DISTRICT TO THE LIGHT INDUSTRIAL DISTRICT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, the Estate of James D. Wilmoth, represented by Texas T 22, LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 10.89 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, within the City of Tomball, Harris County, Texas (the "Property"), from the Single-Family-20 District to the Light Industrial District; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Light Industrial District.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or p
of this Ordinance or the application of the same to any person or circumstance shall for any reason

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

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 16TH DAY OF SEPTEMBER 2024.

COUNCILMAN FORD	YEA
COUNCILMAN GARCIA	NAY
COUNCILMAN DUNAGIN	ABSENT
COUNCILMAN COVINGTON	YEA
COUNCILMAN PARR	YEA

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 7TH DAY OF OCTOBER 2024.

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

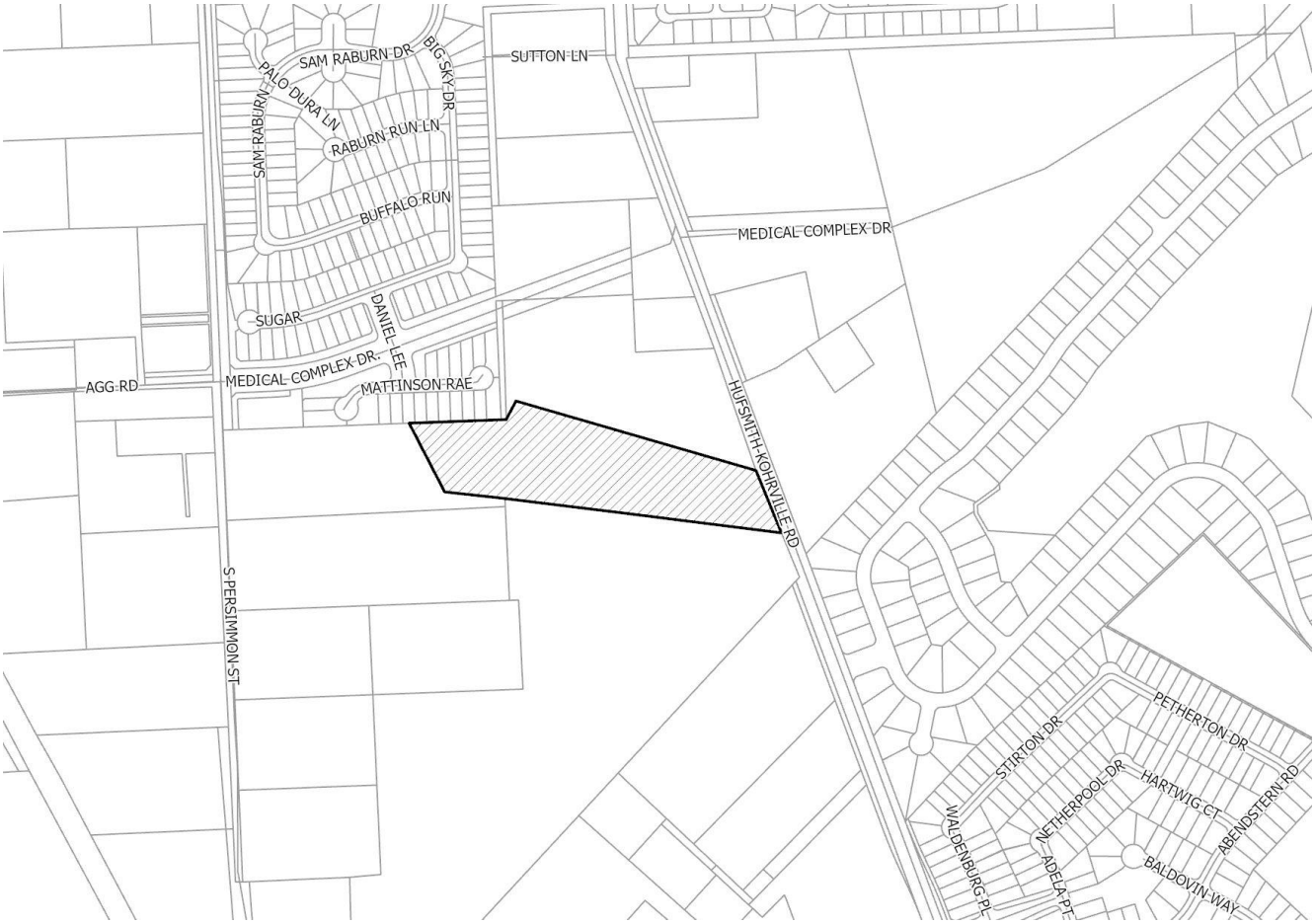
_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
TRACYLYNN GARCIA, City Secretary

Exhibit “A”

<u>Location</u>: 21803 Hufsmith-Kohrville Road, City of Tomball, Harris County, Texas.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-12 **08/19/2024**

The Planning & Zoning Commission will hold a public hearing on **September 9, 2024** at **6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by the Estate of James D. Wilmoth, represented by Texas T 22 LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10.89 acres of land legally described being a tract of land situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Estate Residential – 20 (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21803 Hufsmith Kohrville Road, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **re-zoning.** The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **September 16, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-12
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name:
Parcel I.D.:
Address:

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

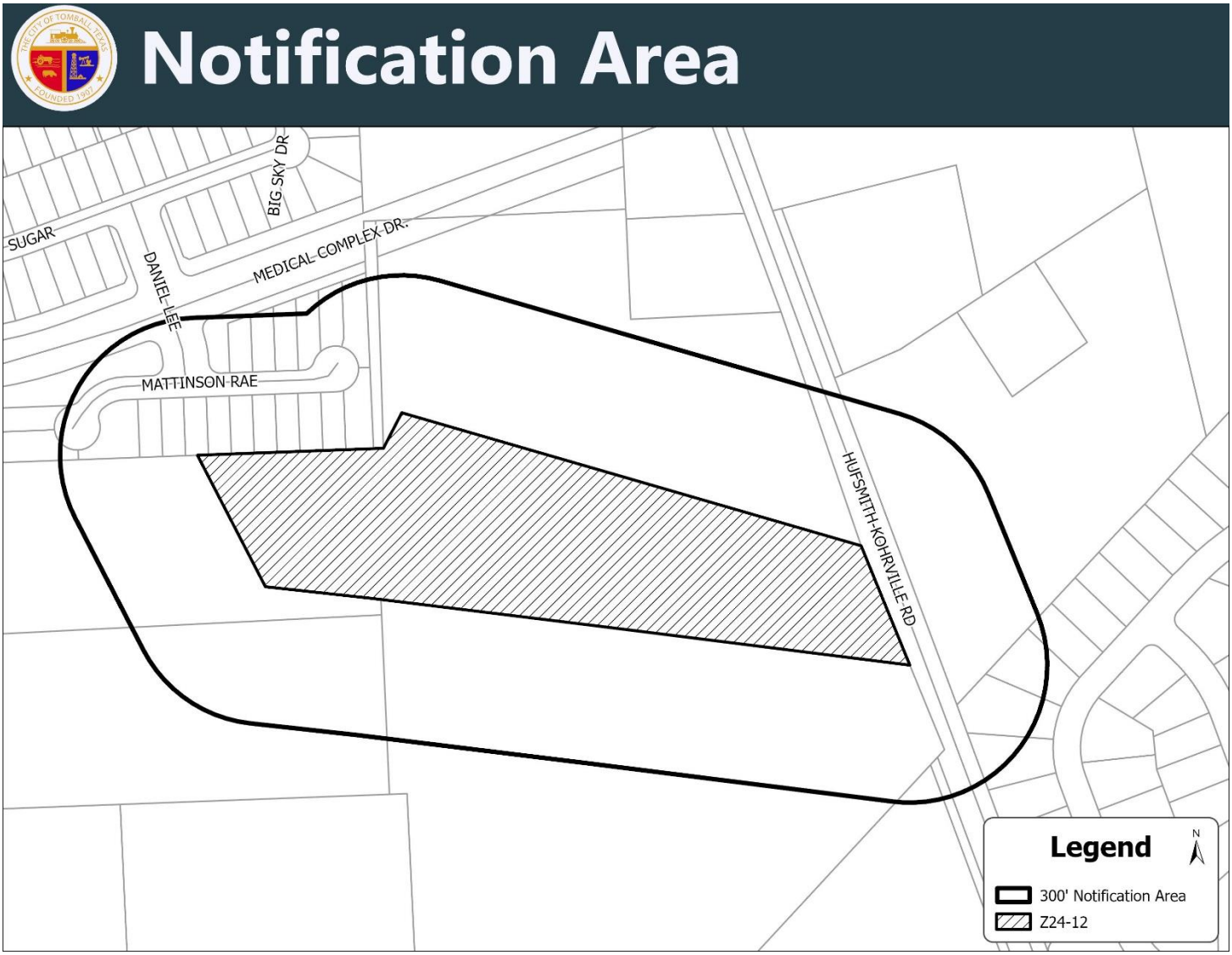
I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

Z24-12



For the PLANNING & ZONING COMMISSION
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CASE #: Z24-12

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: MICHEL MELVIN E & TRACY A
Parcel I.D.: 0352920000374
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: _____

501 James Street• TOMBALL, TEXAS 77375

City of Tomball
Community Development Department

WILKERSON MELODY
30104 RILEY RD
WALLER,TX 77484-6142

NOTICE OF PUBLIC HEARING

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The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **re-zoning.** The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **September 16, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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CASE #: Z24-12
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Name: WILKERSON MELODY
Parcel I.D.: 0352920000521
Address:21803 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☒ I am opposed ☐

Additional Comments:

Signature:

City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL,TX 77375-6840

NOTICE OF PUBLIC HEARING

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CASE #: Z24-12
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Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000529
Address:1515 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: Carolyn Grappe

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-12

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000530
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: _____

501 James Street• TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-12

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Name: RANDALL JOHN W JR & TRACY A
Parcel I.D.: 0352920000531
Address:21725 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: _____

501 James Street• TOMBALL, TEXAS 77375

City of Tomball
Community Development Department

WILERSON MELODY
30104 RILEY RD
WALLER,TX 77484-6142

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08/19/2024

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Name: WILERSON MELODY
Parcel I.D.: 0352920000134
Address:21801 HUFSMITH KOHRVILLE RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:

City of Tomball
Community Development Department

GRAPPE JAMES R & CAROLYN
1515 S PERSIMMON ST
TOMBALL,TX 77375-6840

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CASE #: Z24-12
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Name: GRAPPE JAMES R & CAROLYN
Parcel I.D.: 0352920000366
Address:1515 S PERSIMMON ST

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: James Grappe

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: September 9, 2024
City Council Public Hearing Date: September 16, 2024

Rezoning Case:	Z24-012
Property Owner(s):	Estate of James D. Wilmoth
Applicant(s):	Texas T 22, LLC
Legal Description:	A 10.89-acre tract of land situated in the Jesse Pruitt Survey, Abstract 629
Location:	21803 Hufsmith Kohrville Road (Exhibit "A")
Area:	10.89 acres
Comp Plan Designation:	Business Park and Industrial (Exhibit "B")
Present Zoning:	Single-Family Estate Residential – 20 (SF-20-E) District (Exhibit "C")
Request:	Single-Family Estate Residential – 20 (SF-20-E) to the Light Industrial (LI) District

Adjacent Zoning & Land Uses:

North: Single-Family Estate Residential – 20 (SF-20-E) and Planned Development – 12 (PD-12) / Vacant land and residential subdivision

South: Single-Family Estate Residential – 20 (SF-20-E) / Dwelling - Single-Family detached

East: Single-Family Estate Residential – 20 (SF-20-E) / Dwelling - Single-Family detached

West: Tomball Extra Territorial Jurisdiction (ETJ) / Dwelling - Single-Family detached

BACKGROUND

The subject property currently has a barn structure and the remains of a demolished single-family detached residence on site. The property has been within the SF-20-E zoning district since the adoption of zoning in February of 2008. Many rezoning cases requesting the LI district to the south of the subject property have been approved, specifically Z23-11 that was rezoned from SF-20-E to the LI district in August of 2023. This request aims to allow for the development of a multibuilding trade park similar to current developments found further south on Hufsmith Kohrville Road.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as "Business Park and Industrial" by the Comprehensive Plan's Future Land Use Map. The Business Park and Industrial category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan land uses should consist of offices, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses include utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial category: Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The Comprehensive Plan identifies the need to carefully design commercial and industrial developments to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Light Industrial (LI) is in conformance with the Future Land Use Plan. Furthermore, the subject property will have frontage onto Hufsmith Kohrville Road which is designated as a Major Arterial on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within a Light Industrial District. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on August 19, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-012.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan
C. Zoning Map
D. Site Photos
E. Rezoning Application

Exhibit "A"
Aerial Location Map

Exhibit "B"
Future Land Use Plan

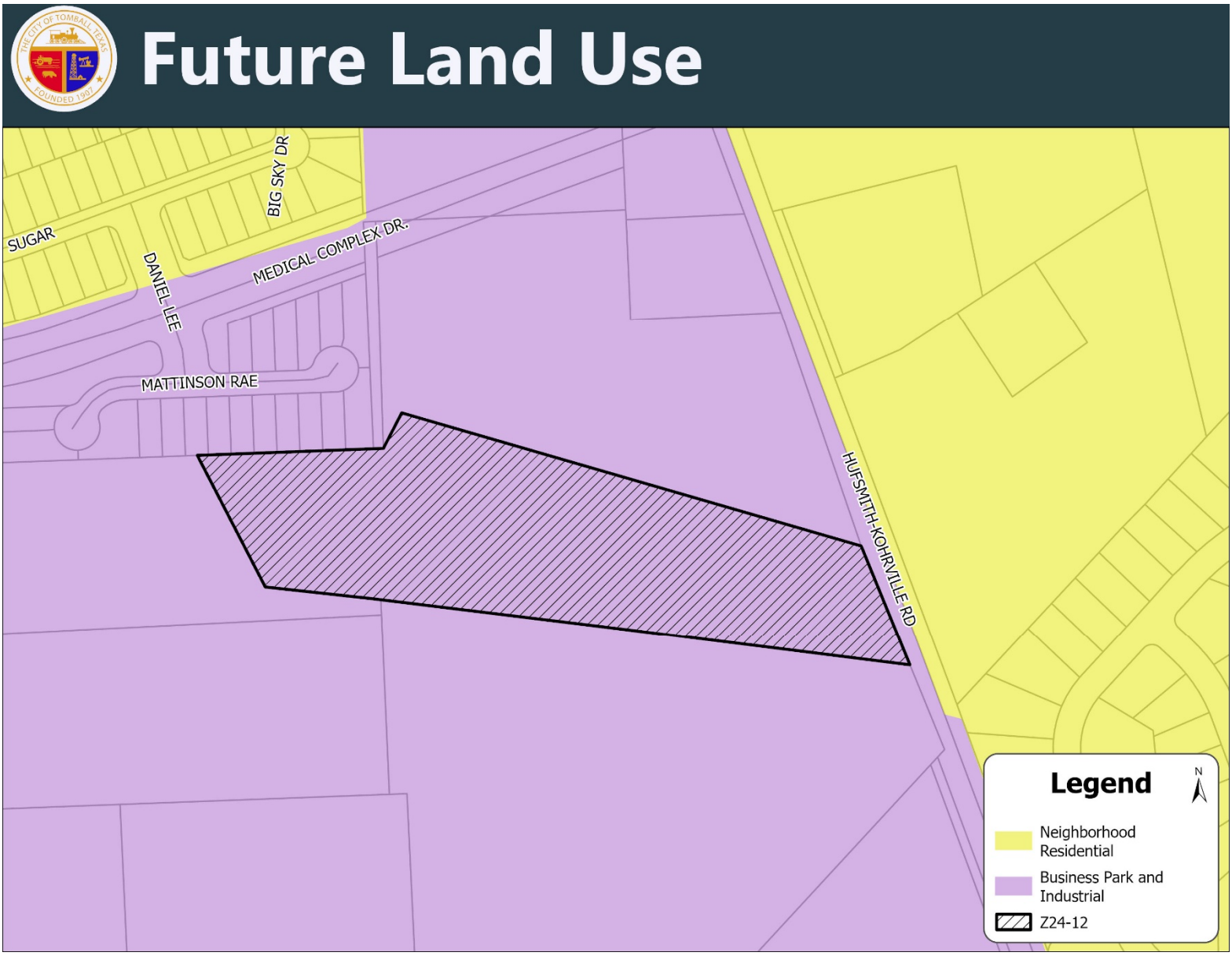

Exhibit "C"
Zoning Map

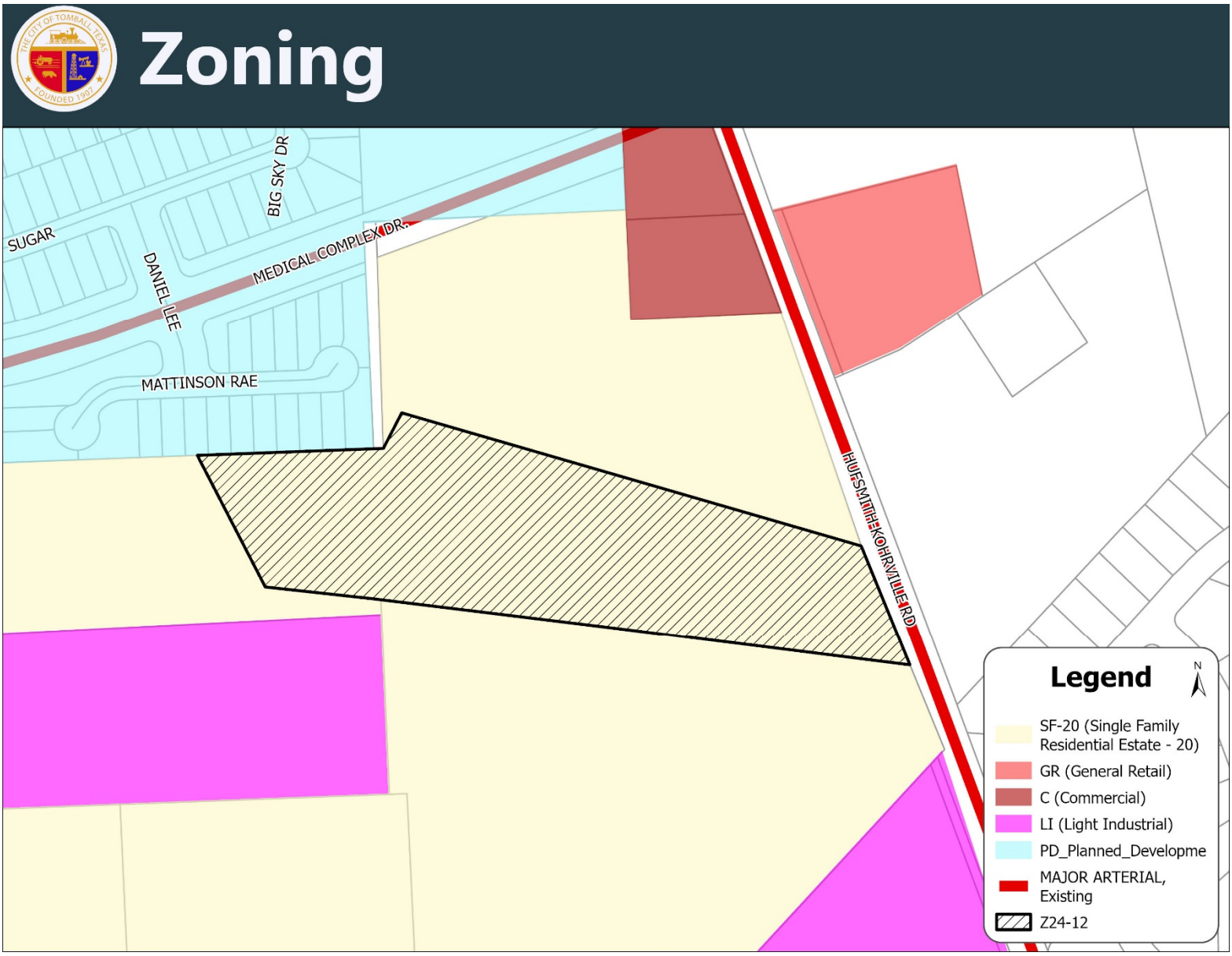

Exhibit "D"
Site Photo(s)

Subject Site

Neighbor (North)

Neighbor (North)

Neighbor (East)

Neighbor (South)

Neighbor (West)

Exhibit "E"
Rezoning Application

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

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

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

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

Applicant
Name: Texas T 22, LLC Title: Manager
Mailing Address: 12234 Queesnton Blvd #100 City: HOUSTON State: TX
Zip: 77095 Contact: Michael Evenson
Phone: (713) 806-7182 Email: queenstonbusinesspark@gmail.com

Owner
Name: Estate of JamesD. Wilmoth Title: sole executor
Mailing Address: 30104 Riley Rd City: Waller State: TX
Zip: 77484 Contact: Melody Wilkerson
Phone: (713) 560-3572 Email: melwilkerson1@gmail.com

Engineer/Surveyor (if applicable)
Name: Civil Grade Engineers Title:
Mailing Address: 710 N. PostOak#510 City: Houston State: Tx
Zip: 77024 Contact: Rico Rodriquez
Phone: (832-) Fax: ( ) Email: rico@rrcivileng.com

Description of Proposed Project: New Small Industrial Development

Physical Location of Property: 21801 Huffsmith ~~Khorville~~ Kohrville
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 10.89 Ac in Jesse Pruett Survey Abstract#629 Harris County
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (SF-20-E) : Single Family Residential Estate

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Revised: 08/25/2023

Current Use of Property: Farming

Proposed Zoning District: (LI) : Light Industrial

Proposed Use of Property: Industrial Development

HCAD Identification Number: 03529920000134 Acreage: 10.89

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X 7/29/24

Signature of Applicant Date

X 7/29/24

Signature of Owner Date

Revised: 08/25/2023

Submittal Requirements

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

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

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

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

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

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Revised: 08/25/2023

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

DESCRIPTION OF A 10.89 ACRE TRACT OF LAND SITUATED
IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629
HARRIS COUNTY, TEXAS

BEING a 10.89 acre (474,212 square foot) tract of land situated in the Jesse Pruett Survey, Abstract No. 629 of Harris County, Texas and being all of a called 11.06 acre tract of land as described in an instrument to Charles L. Laswell recorded under Harris County Clerk's File Number (H.C.C.F. No.) C792063, a portion of Lots 134, 371, 368, and 370 and a 30 foot unimproved road of CORRECTED MAP OF TOMBALL OUTLOTS, a subdivision per plat recorded under Volume 4, Page 75 of the Harris County Map Records (H.C.M.R.), said 10.89 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the perimeter of said 11.06 acre tract as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at the Northeast corner of the herein described tract and said 11.06 acre tract and the Southeast corner of a called 10.27 acre tract of land as described in an instrument to M.E. Sims with Emory T. Carl as Trustee recorded under H.C.C.F. No. G259048, lying on the Southwest right-of-way line of Hufsmith Kohrville Road (60 feet wide) recorded under Volume 2549, Page 325 of the Harris County Deed Records (H.C.D.R.) and said CORRECTED MAP OF TOMBALL OUTLOTS, from which a found 1/2-inch iron rod bears S 86°31' E, a distance of 0.85 feet;

THENCE, S 20°12'50" E, along and with the Northeasterly line of said 11.06 acre tract and the Southwest right-of-way line of said Hufsmith Kohrville Road, a distance of 288.28 feet (called S 17°46'00" E, 287.90 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southeast corner of said 11.06 acre tract and the herein described tract, same being the Northeast corner of a called 56.8003 acre tract of land as described in an instrument to Melvin E. Michel and Tracy A. Michel recorded under Harris County Clerk's File Number (H.C.C.F. No.) S954259 and a called 6.188 acre tract of land as described in an instrument to John W. Randall, Jr. and Tracy A. Randall recorded under File Number (F.N.) 20100453523 of the Official Public Records of Harris County (O.P.R.H.C.);

THENCE, N 83°25'52" W, along and with the South line of said 11.06 acre tract and the North line of said 6.188 acre tract and said 56.8003 acre tract, a distance of 1,148.25 feet (called N 80°52'00" W, 1,413.50 feet) to a 1/2-inch iron rod found for the Northwest corner of said 6.188 acre tract and said 56.8003 acre tract;

THENCE, N 83°11'34" W, along and with the South line of said 11.06 acre tract and a Northerly line of a called 7.6266 acre tract of land as described in an instrument to James R. Grappe and Carolyn J. Grappe recorded under H.C.C.F. No. N584790, a distance of 270.89 feet (continuing along and with called N 80°52'00" W, a distance of 1,413.50 feet) to a 5/8-inch iron rod found for the Southwest corner of said 11.06 acre tract and an interior corner of said 7.6266 acre tract;

THENCE, N 23°06'21" W, along and with a Southwesterly line of said 11.06 acre tract and a Northeasterly line of said 7.6266 acre tract, a distance of 322.68 feet (called N 20°27'00" W, 324.60 feet) to the Northwest corner of the herein described tract and said 11.06 acre tract and the Northeast corner of said 7.6266 acre tract, from which a found 5/8-inch iron rod bears N 23°40' W, 0.99 feet;

THENCE, N 87°43'08" E, along and with a Northerly line of said 11.06 acre tract, a distance of 391.29 feet (called S 89°43'00" E, a distance of 386.50 feet) to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract and said 11.06 acre tract, same being the Southwest corner of said 10.27 acre tract, from which a found 5/8-inch iron rod with cap stamped "PBS&J" bears N 03°09' W, a distance of 2.10 feet;

THENCE, N 29°04'07" E, along and with a Northwesterly line of said 11.06 acre tract and a Southeasterly line of said 10.27 acre tract, a distance of 79.70 feet (called N 31°38'00" E, a distance of 79.70 feet) to a found 3/4-inch iron pipe for the most Northerly corner of the herein described tract and said 11.06 acre tract and an interior corner of said 10.27 acre tract;

THENCE, S 74°36'37" E, along and with a Northerly line of said 11.06 acre tract and a southerly line of said 10.27 acre tract, a distance of 1,044.45 feet (called S 72°09'00" E, 1,043.80 feet) feet to the **POINT OF BEGINNING** and containing 10.89 acres (474,212 square feet) of land.

Austin Woo RPLS No. 6852
BGE, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500

HARRIS CENTRAL APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0352920000521

Tax Year: 2022

Print

Owner and Property Information			
Owner Name & Mailing Address:	**WILKERSON MELODY MITCHELL SHONNA K TIEMANN KIM 30104 RILEY RD WALLER TX 77484-6142**	Legal Description:	**PT TR 400 (AG-USE) TOMBALL OUTL0TS**
		Property Address:	**21803 HUFSMITH KOHRVILLE RD TOMBALL TX 77375**

State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map®A
D1 -- Real, Qualified Agricultural Land	9910 -- Agricultural Land		0	435,600 SF	0	0	2581:06	400 -- ISD 26 - Tomball ISD	4870A	289N

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/29/2022	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2021 Rate	2022 Rate
None	026	TOMBALL ISD		Certified: 08/19/2022	1.250000	1.230000
	040	HARRIS COUNTY		Certified: 08/19/2022	0.376930	0.343730
	041	HARRIS CO FLOOD CNTRL		Certified: 08/19/2022	0.033490	0.030550
	042	PORT OF HOUSTON AUTHY		Certified: 08/19/2022	0.008720	0.007990
	043	HARRIS CO HOSP DIST		Certified: 08/19/2022	0.162210	0.148310
	044	HARRIS CO EDUC DEPT		Certified: 08/19/2022	0.004990	0.004900
	045	LONE STAR COLLEGE SYS		Certified: 08/19/2022	0.107800	0.107800
	083	CITY OF TOMBALL		Certified: 08/19/2022	0.333339	0.287248
	679	HC EMERG SERV DIST 8		Certified: 08/19/2022	0.094245	0.093561

Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2021			Value as of January 1, 2022		
	Market	Appraised		Market	Appraised
Land	544,500		Land	544,500	
Improvement	0		Improvement	0	
Ag/Tmbr/Spc	600		Ag/Tmbr/Spc	700	
Total	544,500	600	Total	544,500	700

Request to Rezone from a SFR designation to industrial designation

Proposed development name:

South Tomball Industrial Park

21801 Hufsmith – Kohrville Road Tomball, Tx 77375

Preliminary observation:

- The property is currently zoned SF-20 single family 20 Estate District
- The property is located along the proposed Hufsmith- Kohrville major thoroughfare expansion route.
- The geographic area is underserved for a small deed restricted industrial development.
- There are numerous mid to large Industrial developments along the route and our preliminary research shows a need for smaller size lots (30,000 to 50,000 SF) to serve the small business owner.
- We will be offering the business owner 2 options:

  Option A: A lot only sale with a 2-year timeline to begin construction

  Option B: A turnkey transaction consisting of a lot sale along with a build to suit

We are in discussion with a local Tomball bank that will be offering attractive financing to the small business owner.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve Minutes of the September 16, 2024, Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

MINUTES OF REGULAR CITY COUNCIL
CITY OF TOMBALL, TEXAS

Monday, September 16, 2024
6:00 PM

Motion made by Council 2 Garcia, Seconded by Council 5 Parr to elect Council 1 Ford as Chair.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

A. The meeting was called to order by appointed Chair Council 1 Ford at 6:00 p.m.

PRESENT
Council 2 Paul Garcia
Council 4 Lisa A. Covington
Council 5 Randy Parr

ABSENT
Mayor Lori Klein Quinn
Council 3 Dane Dunagin

OTHERS PRESENT:
City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney - Loren Smith
Presiding Judge - Brett Peabody
City Secretary - Tracy Garcia
Assistant City Secretary - Sasha Luna
Fire Chief - Joe Sykora
Human Resources Director - Kristie Lewis
Public Works Director - Drew Huffman
Director of Community Development - Craig Meyers
Director of Marketing & Tourism - Chrislord Templonuevo
IT Director - Tom Wilson
Finance Director - Bragg Farmer
Police Chief - Jeff Bert

Police Captain - Brandon Patin
Court Administrator - Maria Morris
Project Manager - Meagan Mageo
Budget Analyst - Hannah Brown

B. Invocation - Led by Pastor Brandon Guindon with Real Life Ministries

C. Pledges to U.S. and Texas Flags led by Community Development Director Craig Meyers

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

Melody Wilkerson (applicant) 3104 Riley Rd. Tomball	-	Zoning Case Z24-012
Christina Breaux 1155 East Hufsmith Rd. Tomball	-	Commercial Development
Joel English (applicant) 40519 Manor Dr. Magnolia	-	Zoning Case Z24-012
Michael Evenson (developer) 9918 Bayou Cypress	-	Zoning Case Z24-012
Bruce Hillegiest 20339 Telge Rd. Tomball	-	Sister City Germany trip

E. Reports and Announcements

1. Announcements:

I. Upcoming Events:

September 25, 2024 - Tomball HS Homecoming Parade 6 p.m. to 8 p.m. @ Depot & Main St.

September 28, 2024 – Open House 9 a.m. to Noon @ Fire Station 1

September 28, 2024 - GroovFest 11 a.m.to 6 p.m. @ Depot

October 1, 2024 - National Night Out 5 p.m. to 8 p.m. @ Depot

F. Approval of Minutes

1. Approve Minutes of the September 3, 2024, Regular City Council meeting.

   Motion made by Council 4 Covington, Seconded by Council 2 Garcia.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-28, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2024-2025; and Authorizing the City Manager to Approve Intra-Departmental (Within the Same Department Only) Transfers of Budgeted Funds; and Amending the Budget for the 2023-2024 Fiscal Year in Accordance with Actual Expenditures; and Providing Other Details Relating to the Passage of This Ordinance

   Motion made by Council 2 Garcia, Seconded by Council 4 Covington.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

H. New Business

1. Reappoint Judge Brett Peabody, to the Municipal Court for a term of office which begins October 1, 2024 and ends on September 30, 2026.

   Motion made by Council 4 Covington, Seconded by Council 5 Parr.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

2. Reappoint Chief Prosecutor, Grant Stevens, to the Municipal Court for a term of office which begins October 1, 2024 and ends on September 30, 2026.

   Motion made by Council 5 Parr, Seconded by Council 4 Covington.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

3. Approve the Proposed Tax Rate of $0.336365/$100 for Tax Year 2024 and Set the Dates to Vote on the Proposed Tax Rate for October 7, 2024 and October 21, 2024.

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

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

4. Approve Resolution No. 2024-32, a Resolution of the City of Tomball, Texas, Adopting the City of Tomball's Fiscal Year 2025-2029 Capital Improvement Plan.

   Motion made by Council 4 Covington, Seconded by Council 2 Garcia.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

5. Conduct a public hearing and consideration to approve **Zoning Case Z24-011**: Request by Scott R. Wilson, represented by Mike Arledge, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.991 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Residential - 6 (SF-6) to the Commercial (C) zoning district. The property is located in the 420 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

- Chair Council 1 Ford opened the PH at 6:56 p.m.

John Aldridge (applicant) 11823 Park Creek Dr. Tomball	-	spoke about the project
Allan Johnson 308 Blackshear St. Tomball	-	opposed rezoning
Samuel Shannon 823 Lizzie Ln. Tomball	-	opposed rezoning

- Hearing no further comments, Chair Council 1 Ford closed the PH at 7:03 p.m.

Adopt, on First Reading, Ordinance No. 2024-25, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.991 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, from the Single-Family-6 District to the Commercial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Covington, Seconded by Council 5 Parr.

Voting Nay: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion failed unanimously.

6. Conduct a public hearing and consideration to approve **Zoning Case Z24-012**: Request by the Estate of James D. Wilmoth, represented by Texas T 22, LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 10.89 acres of land legally described being a tract of land situated in the Jesse Pruitt Survey, Abstract 629 from Single-Family Estate Residential – 20 (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21803 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas.

- Chair Council 1 Ford opened the PH at 7:17 p.m.

Michael Evenson (developer) 9918 Bayou Cypress	-	spoke about the project

- Hearing no further comments, Chair Council 1 Ford closed the PH at 7:20 p.m.

Adopt, on First Reading, Ordinance No. 2024-26, 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 10.89 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract 629, from the Single-Family-20 District to the Light Industrial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

Voting Yea: Council 1 Ford, Council 4 Covington, Council 5 Parr

Voting Nay: Council 2 Garcia

Motion carried 3 votes yea, 1 vote nay.

7. Conduct a public hearing and consideration to approve **Zoning Case Z24-013**: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

No action taken; item pulled per requestor.

8. Approve a Service Agreement renewal with ABM Texas General Services, Inc. for the janitorial services and supplies for City facilities, for a not-to-exceed amount of $120,000 (RFP 2023-19), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2024-2025 Budget.

   Motion made by Council 2 Garcia, Seconded by Council 4 Covington.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

9. Approve additions to the City of Tomball mowing list of properties, Rights-of-way, Parks, drainage ways and corridors.

   Motion made by Council 2 Garcia, Seconded by Council 4 Covington.

   Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

   Motion carried unanimously.

10. Consideration, discussion, and provide staff direction on additional fireworks sales holidays.

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

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

    - Sec. 551.072 – Deliberations regarding Real Property

    Executive Session Started: 7:45 PM

    Executive Session Ended: 8:21 PM

J. Adjournment

Motion made by Council 2 Garcia, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 7th day of October, 2024.

Tracylynn Garcia City Secretary, TRMC, CPM, MMC	Lori Klein Quinn Mayor

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve a Services Agreement renewal with Accurate Utility Supply, LLC for water, wastewater, and drainage supplies and services through a BuyBoard Contract (Contract No. 626-20) for a not-to-exceed amount of $245,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2024-2025 Budget.

Background:

Accurate Utility Supply, LLC is a utility supply distributor that has consistently provided the City of Tomball with a wide range of water, wastewater, and drainage products and services including pipe, hydrants, fittings, clamps, water metering testing, calibration and repair, backflow certification and repair, compliance support flow testing, leak detection, and meter and backflow vaults.

Based on the City's adopted Procurement Policy, staff is requesting the renewal of a services agreement with Accurate Utility Supply, LLC for the purchase of supplies through an existing BuyBoard Contract for the purchase for this fiscal year in excess of $50,000. The chart below identifies projected spending through September 30, 2025, for daily maintenance and project completion.

Projected Water Purchases (pipe, fittings, and testing)	$125,000
Projected Wastewater Purchases	$70,000
Project Drainage Purchases	$10,000
Project Capital Purchases	$40,000
Projected Total Expenditures	$245,000

The original services agreement was executed in June 2023 and included the option for three additional one-year renewals. The City renewed the services agreement for Fiscal Year 2024. Staff is requesting to exercise the second renewal for Fiscal Year 2025, leaving one remaining renewal. This item authorizes fiscal year purchases with Accurate Utility Supply, LLC to supply necessary water, wastewater, and drainage supplies and services, as needed.

Origination: Project Management

Recommendation:

Staff recommends approving a services agreement renewal with Accurate Utility Supply, LLC for fiscal year 2025 for an amount not-to-exceed $245,000.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #600-613-6106,
#600-613-6329
#600-614-6106
#600-614-6207
#100-154-6106
#400-154-6409

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

Signed Meagan Mageo 9/24/24 Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Water, Wastewater, and Drainage Supplies

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Accurate Utility Supply, LLC** (the "Company"), with an office at **5445 Stockdick School Road, Katy, Texas 77449** City hereby engages the services of Company as an independent contract for meter reading services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT RENEWAL
   1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services.
   1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City's sole discretion, shall control.

2. TERM OF AGREEMENT RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2024 through September 30, 2025,** with One (1) additional one-year renewal option remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

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

5. COMPENSATION
For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $245,000.

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

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

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

7.2. Indemnity

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

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

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

NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

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

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

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

(c) Comprehensive Automobile Liability, in include coverage for:

a. Owned/Leased Automobiles
b. Non-owned Automobiles
c. Hired Cars

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

8.2. OTHER INSURANCE REQUIREMENTS

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

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

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

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

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

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

9. PAYMENT AND PERFORMANCE

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

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

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

11. COMPANY CERTIFICATIONS

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

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

12. NO WAIVER OF IMMUNITY

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

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

_____

14. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 25 day of September, 2024.

Accurate Utility Supply
Company

Signature

Kyle Parcus
Print Name

Account Manager
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 25 day of September, 2024, by Kyle Parcus, on behalf of said entity.

Notary Public, State of Texas

KIMBERLY DAWN KAASE
My Notary ID # 130747209
Expires July 20, 2028

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Tracylynn Garcia
City Secretary

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Consideration to approve Resolution 2024-34, a Resolution of the City Council of the City of Tomball, Texas, authorizing the City Manager to act for the City in connection with the City's expenditure of grants from the American Rescue Plan and the Coronavirus Local Fiscal Recovery Fund and making other provisions related to the subject.

Background:
Enacted on March 11, 2021, the American Rescue Plan Act (ARPA) authorized $1.9 trillion in federal pandemic relief funds. Of that, $350 billion was authorized in state and local government fiscal assistance. As a non-entitlement unit (NEU), the City of Tomball requested funds through the Texas Department of Emergency Management (TDEM) and the City received $2,294,422.92 in ARPA funds.

Under the regulations for ARPA funding, all funds must be "committed" or under contract by December 31, 2024 and the proposed projects for fiscal year 2025 while allow for all funding to be under contract by the required deadline. The table below depicts the designations approved by City Council for the ARPA funds received by the City, as well as the proposed projects for fiscal year 2025. All ARPA funding received must be under contract by December 31, 2024, any additional funding from the pending projects will be brought back to City Council to be allocated to a project approved by the regulations for ARPA funding for approval.

Resolution No.	Approval Date	Original Amount Authorized	Updated Authorization	Project
2022-03	January 7, 2022	$1,766,231.20	$1,635,780.48	Water Meter Replacement
2024-15	April 15, 2024	$100,000.00	$100,000.00	Depot Museum Enhancements
2024-15	April 15, 2024	$450,000.00	$309,885.27	Louie's Together Playground
2024-34	Pending	$770,036.92	$770,036.92	Jerry Matheson Park Phase II
N/A		$95,000.00	$95,000.00	Grant Administration

Origination: Project Management

Recommendation:

Staff recommends approving Resolution 2024-34.

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

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE CITY MANAGER TO ACT FOR THE CITY IN CONNECTION WITH THE CITY'S EXPENDITURE OF GRANTS FROM THE AMERICAN RESCUE PLAN AND THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND AND MAKING PROVISIONS RELATED TO THE SUBJECT.

* * * * * * * *

WHEREAS, the City has received federal grant funds from the American Rescue Plan Act of 2021, (the "Act") as a Non-Entitlement Unit of Local Government, as defined in the Act in the amount of $2,924,190.64; and

WHEREAS, the distribution of the grant funds will be managed by the Texas Department of Emergency Management through the Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the purposes for which the grant funds may be used are limited by federal statues and regulations; and

WHEREAS, by accepting such grant funds, the City incurs certain responsibilities and obligations for accounting for the expenditure of the funds and related matters;

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

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

Section 2. The City Council authorizes the City Manager to represent the City's interests in connection with the receipt of grant funds from the American Rescue Plan Act of 2021, including filing any applications that may be required and communicating with the Texas Department of Emergency Management regarding distribution of grant funds to the City through the Coronavirus Local Fiscal Recovery Fund.

Section 3. The City Council directs the City Manager to take such actions as are necessary to ensure that: a) any expenditures of the grant funds by the City are made in compliance with the applicable laws and regulations and b) proper records are kept by the City to document its compliance with the applicable laws and regulations.

<u>Section 4.</u> The City Council hereby approves the usage of existing and future ARPA funds as the City of Tomball American Rescue Plan Funding Plan, attached hereto as "Exhibit A".

PASSED, APPROVED, AND RESOLVED THIS ____ day of _____, 2024.

_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
Tracylynn Garcia, City Secretary

EXHIBIT A

CITY OF TOMBALL
AMERICAN RESCUE PLAN
FUNDING PLAN

Total Funds Allocated: $2,924,190.64

Total Funds Allocated:	**$2,924,190.64**
Grant Administration Services	$95,000.00
Replacement of water meters, software, and other necessary components.	$1,6,35,780.48
Louie's Together Playground	$309,885.27
Depot Museum Enhancements	$100,000.00
Jerry Matheson Park Phase II Improvements	$770,036.92
Remaining Funds to be Allocated to Projects:	**$13,487.97**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Approve a purchase with Fun Abounds Inc. for the purchase and installation of a shade structure for the playground at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of $92,957, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

Background:

The Jerry Matheson Park Improvement project started in September 2020. The project included to completing needed improvements and enhancements, based on survey input received from the community. The City was awarded a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant and received funding from community partners including the Tomball Economic Development Corporation, Tomball Regional Health Foundation and HCA-Tomball in addition to budgeted funds to complete Phase I of the improvements.

Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated for Phase II improvements through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling $770,036.92. Staff has worked to develop a full cost estimate of the final elements for Phase II of the project, these elements are depicted in the table below, with the cost of the playground shade structure ($92,957) in bold.

Element	**Cost** **(*estimate)**
Playground Shade Structure	**$92,957.00**
Walking Trails & Parking Lot Resurface	$301,152.00
Splashpad – Spray Deck	$19,000.00
Splashpad Shade Structure	$114,637.00
Parking Lot Addition	$35,000.00*
Parking Lot Lighting	$15,000.00*
Chemical Building (pool area)	$100,000.00*
Gate – Splashpad/Pool Connection	$10,000.00*
Total	**$690,745.86**

This item authorizes the purchase and installation of a shade structure for the playground at Jerry Matheson Park for a total not-to-exceed amount of $92,957.

Origination: Project Management

Recommendation:

Staff recommends approving the purchase with Fun Abounds, Inc for a not-to-exceed amount of $92,957.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 400-153-6409

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

Signed Drew Huffman Approved by _____

Staff Member Date City Manager Date

Estimate

Date	Estimate #
12/28/2023	10578

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
www.fabplaygrounds.com

Norman Cue
Playground Specialist
North Houston/East Texas
norman@fabplaygrounds.com
832-808-9600

We are pleased to provide this estimate for

City of Tomball
Drew Huffman
501 James St.
Tomball, TX 77375

Ship to:

Rep	Terms	Project
NGC	Net 30	Jerry Matheson P...

Item	Description	Qty	Rate	Total
	City of Tomball Jerry Matheson Park Arbor Shades Install			
Buyboard Number	Buyboard 679-22		0.00	0.00
	Shade Equipment, Installation, and Freight			
USA Shade	Arbor 12'x17'x19' (11' Entry Height)	3	20,225.33333	60,676.00
USA Shade	Arbor 12'x17'x19' (12' Entry Height)	1	21,764.00	21,764.00
Engineered Drawings	Electronic Stamped Engineered Drawing		1,560.00	1,560.00
Installation	Installation of Arbor Shades		17,073.00	17,073.00
Freight	Freight		4,250.00	4,250.00
	Subtotal of Equipment, Installation, and Freight			105,323.00
Discount	Discount - fun abounds 15% off Shade Equipment		-12,366.00	-12,366.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature

We are proud of a job well done and may spotlight your project on our social media. If we do not have your permission to do so, please notify us. Thank you!

Estimate

Date	Estimate #
12/28/2023	10578

fun abounds, inc.
114 Venice
Sugar Land, TX. 77478
855-226-8637 phone
281-265-0043 Fax
Leigh Walden, President
lwalden@fabplaygrounds.com
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832-808-9600

We are pleased to provide this estimate for

City of Tomball
Drew Huffman
501 James St.
Tomball, TX 77375

Ship to:

Rep	Terms	Project
NGC	Net 30	Jerry Matheson P...

Item	Description	Qty	Rate	Total
Notations	We need to have good access due to large machinery coming onsite. We will not be responsible for damages to the ground or underground utilities. It is recommended that you hire a private line locator company before installation.		0.00	0.00
Note	Pricing is for the above listed equipment only, and does not include additional insured addendum, additional insurance, storage, security, or any applicable taxes, bonds, additional insurance or permits. Orders canceled after an order has been received, a minimum of 5% restocking to full replacement pricing of item will be required. Price valid for 30 days.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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12/28/2023	10578

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Norman Cue
Playground Specialist
North Houston/East Texas
norman@fabplaygrounds.com
832-808-9600

We are pleased to provide this estimate for

City of Tomball
Drew Huffman
501 James St.
Tomball, TX 77375

Ship to:

Rep	Terms	Project
NGC	Net 30	Jerry Matheson P...

Item	Description	Qty	Rate	Total
Schedule	There are times due to weather or unforeseen circumstances that we might have to reschedule. In an effort to provide excellent customer service we will notify you should rescheduling be necessary. We appreciate your understanding as we pride ourselves on providing attention and detail to every project.		0.00	0.00
Nondisclosed underground	We make every effort to ensure that we are working in areas free of utilities. In the event an object is disturbed or damaged and the client has failed to make us aware of their utilities it will be the Client's responsibility. We HIGHLY recommend a private locate service scan the site BEFORE we arrive on site.		0.00	0.00
Site Access	If site access is restricted in any way there could be an additional charge.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
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12/28/2023	10578

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We are pleased to provide this estimate for

City of Tomball
Drew Huffman
501 James St.
Tomball, TX 77375

Ship to:

Rep	Terms	Project
NGC	Net 30	Jerry Matheson P...

Item	Description	Qty	Rate	Total
Force Majeure	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease, contagion, strikes, or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be re-assessed.		0.00	0.00
Finance Charge	Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% finance charge.		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	
Sales Tax..	
Total	

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature

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Estimate

Date	Estimate #
12/28/2023	10578

fun abounds, inc.
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832-808-9600

We are pleased to provide this estimate for

City of Tomball
Drew Huffman
501 James St.
Tomball, TX 77375

Ship to:

Rep	Terms	Project
NGC	Net 30	Jerry Matheson P...

Item	Description	Qty	Rate	Total
HUB Certificate	Certificate/VID Number: 1364766562200 File/Vendor Number: 496631 Approval Date: 25-MAR-2020 Scheduled Expiration Date: 25-MAR-2024		0.00	0.00

Thank you for allowing us to submit this proposal.

Subtotal	$92,957.00
Sales Tax..	$0.00
Total	$92,957.00

PLEASE NOTE: Order will be placed upon receipt of signed quote or purchase order, color selections, and down payment.
Thank you! We appreciate the opportunity to earn your business!

City of Houston WBE
(Women's Business Enterprise)
Certificate #20-2-11596

Signature _____

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City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Approve a contract with Hayden Paving, Inc. to complete a walking trail and parking lot resurface at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 700-23) for a not-to-exceed amount of $301,152, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

Background:

The Jerry Matheson Park improvement project started in September 2020. The project included completing needed improvements and enhancement, based on survey input received from the community. The City was awarded a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant and received funding from community partners including the Tomball Economic Development Corporation, Tomball Regional Health Foundation and HCA-Tomball. The City also contributed funds to complete Phase I of the project.

Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling $770,036.92. Staff has worked to develop a full cost estimate of the final elements for Phase II of the project, these elements are depicted in the table below, with the cost of the walking trails ($301,152) in bold.

Element	**Cost (*estimate)**
Playground Shade Structure	$95,957.00
Walking Trails & Parking Lot Resurface	**$301,152.00**
Splashpad – Spray Deck	$19,000.00
Splashpad Shade Structure	$114,637.00
Parking Lot Addition	$35,000.00*
Parking Lot Lighting	$15,000.00*
Chemical Building (pool area)	$100,000.00*
Gate – Splashpad/Pool Connection	$10,000.00*
Total	**$690,746.00**

This item authorizes a contract with Hayden Paving, Inc. to complete the construction of a walking trail and the resurfacing and striping of the existing parking lot for a total not-to-exceed amount of $301,152.

Origination: Project Management

Recommendation:

Staff recommends approving a contract with Hayden Paving, Inc to complete a walking trail and parking lot resurface for a not-to-exceed amount of $301,152.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 400-153-6409

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

Signed Drew Huffman 9/25/2024 Approved by _____

Staff Member Date City Manager Date

HAYDEN PAVING, INC.
4710 Windsong Trail, Houston, TX 77084 O: 281-855-7710 F: 281-856-2506

Quotation

Quote Number: 35092
Quote Date: 8/30/2024
Quoted By: Michael Henry

Quoted to:
City of Tomball
501 James St.
Tomball, TX 77375

Job Name: City of Tomball Matheson Park Trail
1240 Ulrich Road
Tomball TX 77375

Phone:

Contact	Good Through	Payment Terms	Job Location
Justin Pruitt	9/29/2024	Net 30 Days	

Item	Description	Amount
Supply material, labor and equipment to perform the following:		
BASE	TRAIL (BASE) 8 FOOT: Excavate the top 5-6" of the existing grass and dirt and haul off-site. Place and compact 4" of crushed concrete base material on sub-grade. Apply SS-1 primer coat @ 0.15 to 0.25 gal./sq.yd., place and compact 1.5" of type 'D' HMAC on the placed crushed concrete base material. Area totaling approximately 11,094 SF.	$165,522.48
ALT #1	TRAIL (ALTERNATE #1) 8 FOOT: Excavate the top 5-6" of the existing grass and dirt and haul off-site. Place and compact 4" of crushed concrete base material on sub-grade. Apply SS-1 primer coat @ 0.15 to 0.25 gal./sq.yd., place and compact 1.5" of type 'D' HMAC on the placed crushed concrete base material. Area totaling approximately 5,916 SF.	$88,266.72
ALT #2	TRAIL (ALTERNATE #2) 8 FOOT: Excavate the top 5-6" of the existing grass and dirt and haul off-site. Place and compact 4" of crushed concrete base material on sub-grade. Apply SS-1 primer coat @ 0.15 to 0.25 gal./sq.yd., place and compact 1.5" of type 'D' HMAC on the placed crushed concrete base material. Area totaling approximately 1,956 SF.	$29,183.52
Seal	SEAL COAT: Sweep, clean and blow off parking lot of all debris and loose dirt and haul off. Treat any heavy oil spots with primer material to parking stall areas as needed. Apply 2 coats of sealant material each to contain 3 lbs. of silica sand per gallon of material with 3 per cent latex additive per 100 gallons of material applied at a total application rate of .20 gallons per square yard of area. Area totaling approximately 36,265 sq.ft.	$12,754.00
STRI	STRIPING: Re-stripe per existing layout.	$5,425.00
***	Buy Board Number: 700-23	

	Base	$301,152
	Bond Cost	$0
	Subtotal	$301,152
Exempt - contingent upon receipt of Tax Certificate	8.25%	$0
	Total	$301,152

Notes

HAYDEN PAVING, INC.

4710 Windsong Trail, Houston, TX 77084 O: 281-855-7710 F: 281-856-2506

1	This quote does not include the cost of permits, which may or may not be required, or the plan work necessary to obtain such permits.
2	Price is subject to change due to any freight increases, liquid asphalt increases, and fuel surcharges incurred.
3	Hayden Paving shall not warranty asphalt failures caused by sub-grade or base failures where asphalt is placed on existing sub-grade, base or asphalt surface which was not installed by Hayden Paving.
4	Asphalt paving industry recommended grade for proper drainage of asphalt surfaces is 2%. Designed grades of less than 1.5% will increase the chances of water ponding. Hayden Paving shall not guarantee zero ponding on surfaces designed with less than 1.5% grade.
5	Engineering layout, offset stakes and string line elevation control costs are not included in this quotation. This quote is based upon the assumption that elevations shall be controlled by existing curbs, gutters, base material, etc.

"20 Years Experience"

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Hayden Paving, Inc is authorized to do the work as specified. Payment will be made as described by payment terms listed above. Hayden Paving, Inc. reserves the right to repossess any material that is not paid in full within 90 days of the job completion.

Signature _____ Date _____

Print Name _____

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve a Service Agreement renewal with Shane Griffin Power & Electrical Services, LLC electrical contractor services for fiscal year 2025, for a not-to-exceed amount of $175,000 (RFP 2023-12), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures were included in the Fiscal Year 2024-2025 Budget.

Background:

Shane Griffin Power & Electrical Services, LLC was selected in 2023 through the Request for Proposals process (RFP 2023-12), which allowed qualified bidders to submit a proposal to provide electrical contractor services to the City.

The proposed services agreement renewal with Shane Griffin Power & Electrical Services, LLC is to provide contracted electrical services for the fiscal year, beginning October 1, 2024, and expiring September 30, 2025. The original contract was approved by City Council in July 2023 as part of the award for RFP 2023-12 and allowed for three additional one-year renewals. This will be the second renewal option for the agreement, with one additional renewal option remaining.

The service agreement renewal includes a scope of work to perform electrical contractor services for the City on an as-needed basis based on approved projects in the adopted fiscal year budget for a not-to-exceed amount of $175,000, a full breakdown of the anticipated work is reflected in the table below.

Police Department Remodel	$20,000
City Hall Remodel	$5,000
Capital Projects	$55,000
Miscellaneous Service – Water	$5,000
Miscellaneous Service – Wastewater	$5,000
Miscellaneous Services – Parks	$10,000
Miscellaneous Services – Facilities	$75,000
Total Projected Expenditures	**$175,000**

Origination: Project Management

Recommendation:

Staff recommends approving a Service Agreement renewal with Shane Griffin Power & Electrical, LLC for electrical contractor services for the City for an amount not-to-exceed $175,000.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #100-157-6207
600-613-6207
600-614-6207
#400-153-6409

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

Signed Meagan Mageo Approved by _____

Staff Member Date City Manager Date

CITY OF TOMBALL
SERVICES AGREEMENT RENEWAL

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Electrical Contractor Services

This Renewal is made and entered into by the **City of Tomball** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **Shane Griffin Power & Electrical Services, LLC** (the "Company"), with an office at **19351 East Lake Drive, Magnolia, Texas 77355** City hereby engages the services of Company as an independent contract for electrical services, upon the following terms and conditions.

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

2. TERM OF AGREEMENT RENEWAL; TERMINATION
   2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **October 1, 2024 through September 30, 2025,** with One (1) additional one-year renewal option remaining**.** The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
   2.2. The City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
   2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

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

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

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed $175,000.

6. MODIFICATION OF RATES

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

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

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

7.2. Indemnity

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

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

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

NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

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

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

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

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

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

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

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

(c) Comprehensive Automobile Liability, in include coverage for:

a. Owned/Leased Automobiles
b. Non-owned Automobiles
c. Hired Cars

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

8.2. OTHER INSURANCE REQUIREMENTS

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

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be

subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

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

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

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

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

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

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

11. COMPANY CERTIFICATIONS

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

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

12. NO WAIVER OF IMMUNITY
The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES
Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified

Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

19351 East Lake Drive, Magnolia Tx. 77355

14. CONTRACT ADMINISTRATOR

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

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

AGREED to and ACCPETED this 17 day of September, 2024.

Shane griffin Power and Electrical Services Llc
Company

Signature

Shane Griffin
Print Name

owner
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of September, 2024, by Shane Griffin, on behalf of said entity.

Notary Public, State of Texas

ANA L. PINEDA
Notary Public, State of Texas
Comm. Expires 10-20-2024
Notary ID 13086728-5

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

_____
David Esquivel, PE
City Manager

Attest:

_____
Tracylynn Garcia
City Secretary

RFP 2023-12 – ELECTRICAL CONTRACTOR SERVICES
EXHIBIT A – SCOPE OF WORK

I. PURPOSE

The intent of this document is to provide interested Contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Tomball to furnish all labor, materials, tools, equipment, and supervision for electrical services ("Electrical Services") for various City buildings and locations on an as needed basis to assist the City of Tomball with renovations, remodels and maintenance of existing facilities. All work shall be provided in a professional manner in accordance with all applicable laws, regulations and policies, including, but not limited to, all Federal, State and Local safety rules and regulations. The scope of services is to include but not limited to new installation and removal of equipment, and repairs.

II. SCOPE OF SERVICES

Electrical work may include, but not necessarily be limited to, repair, replacement, upgrade, new construction and alteration of existing electrical services, complete electrical systems, and other associated accessories and components. Scope of work will be but not limited to the following:

a. Troubleshoots, repairs, installs and replaces building and equipment electrical and electronic systems and components
b. Performs preventive maintenance utilizing multimeters and other specialty equipment to safely test, measure and then correct any observed deficiencies
c. Generates material list and acquires materials for efficient work
d. Keeps accurate records of materials used and maintains daily time reports to efficiently complete work and document details of the functions performed
e. Performs electrical maintenance work accordance with established safety procedures
f. Install new and repair existing electrical circuits
g. Install and repair electrical fixtures of all types
h. Replace and install electrical lighting, outdoor and indoor
i. Install and replace metal and plastic conduits and associated pull boxes
j. Install, repair and replace high / low voltage conductors
k. Change, repair or install pad mounted transformers
l. Install, repair or replace site building and pole lighting
m. Interior electrical short repair
n. Replace defective disconnects
o. Emergency Call out

III. CITY HOURS AND OBSERVED HOLIDAYS

a. Works Hours
    i. Regular Hours: Monday through Friday, 7:00 a.m. – 5:00 p.m.
        1. Normally scheduled day hours. Paid for by the hour. Hourly rate shall include all items of cost, overhead, and profit. Work time on the job only.
b. Weekend Hours: Saturday and Sunday, any hour, day or night

i. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

c. Holidays: any hour day or night per this listing:

i. New Year's Day (observed)
ii. MLK Day
iii. Memorial Day
iv. 4th of July
v. Labor Day
vi. Thanksgiving Day
vii. Day After Thanksgiving
viii. Christmas Eve (observed)
ix. Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Holiday hours are extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

d. Overtime Hours:

i. Monday through Friday, after regular hours.
ii. Extra time beyond normal day work hours, needed to finish tasks in progress. Paid for by the hour. Hourly rate shall include all items of cost, overhead and profit. Work time on the job only.

e. Any Contractor desiring to respond to this RFP is required to do the following for Emergency Service:

i. The awarded Contractor must have a trained/qualified technician available 24 hours a day, 7 days a week, 365 days a year. Any responding technician must have the appropriate qualifications for the emergency and must report to the site with the necessary tools/equipment to effectively resolve the reported emergency issue within 30 minutes of the initial contact from City staff. (If the Contractor uses a third-party notification system, the responding technician is still responsible to be on site within the required 30 minutes.)

IV. SPECIFICATIONS

a. Project Estimates

i. Contractor shall provide written "not to exceed" estimates on all projects except for emergencies. This estimate shall include the estimated number of hours, contract hourly rate, number and type of employees required, estimated material cost and project completion in number of days.
ii. Contractor shall respond to requests for estimates for nonemergency work within two (2) days and provide written estimates within five (5) days of first contact by the City. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

b. Field Investigations

i. Review the existing materials, drawing reports, etc. prepared by City staff on the proposed project.

ii. Review the proposed scope.
iii. Review the existing infrastructure in the facility.
iv. Locate, quote product and labor costs.

c. Review material and Labor Options with City Staff
   i. This phase will consist of review of quotes and materials options.
   ii. This phase may also include detailed specifications and implementation schedule.
   iii. Within 10 working days of the award of a project, the Contractor will submit to the City's project manager for approval, a work plan which includes the following.
   iv. The Contractor's name and titles of personnel assigned to the project.
   v. The project breakdown showing subprojects, cost and activities and tasks.
   vi. The time-phased plan for completing the project.

d. Non-emergency work shall only be performed with the City's written authorization by issuance of a Work Order from the Public Works Department. Actual work shall not exceed the Contractor's estimate without prior written authorization by the City.

V. WORK IN PROGRESS

a. The Contractor will meet with selected representatives on a regular basis or as determined necessary by the Public Works Department
Department staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.

b. Public Works Department project managers will meet as often as required with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance.

c. The Contractor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.

d. All workmanship, materials, and equipment incorporated in the work must fully comply with Division 26 Electrical Technical – City of Tomball Specifications (Division 16 Pre-2004) **"Exhibit C."**

e. It shall be the responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. The City shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

f. The Contractor shall obtain the permission of a Public Works representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the schedule for that building. The City shall not accept responsibility for losses of material or equipment regardless of approval to store in any of the City's facilities or grounds.

g. All work areas shall be kept in orderly condition, free of unnecessary material and equipment. All debris will be picked up and hauled away by the Contractor. No additional charge for hauling away debris shall be permitted under the contract.

VI. INVOICES

a. Invoices will be required for verification of electrical materials.

b. The Contractor's invoice shall clearly state actual hours worked at labor rates quoted, actual cost of materials, thereof, and a complete description of work performed, location, and date.

c. Accompanying their invoices, Contractors must also include copies of their manufacturer's/Contractor's invoices for material used thereby providing verification of actual material costs and copies of all daily work orders listing each skill level of labor and their individual hours worked.

d. Contractor shall not subcontract any portion of the electrical work required under this contract. All work must be performed by the Contractor's work forces.

e. Materials incorporated into the work will be paid by the cost of materials multiplied by the contract mark-up.

VII. PROJECT ESTIMATES

a. The contract price includes all items of cost including overhead and profit for preparing estimates for projects.

VIII. Equipment Rental

a. Equipment that must be rented to complete the job (i.e., scissor lift). Paid for by the cost of materials multiplied by the contract mark-up

IX. Employees

a. All employees of the Contractor shall be in a company uniform that clearly identifies the name of the company and the name of the employee. The uniforms shall be clean and neat in appearance. All employees working at City facilities will be required to obtain and display a visitor's pass from the Public Works Department.

b. Contractors shall complete background checks and maintain an active policy on drugs and alcohol in the work place that supports a drug free environment and be prepared to submit such policy upon City request.

c. Contractor's shall complete background checks and shall perform criminal background checks on all Assigned Employees prior to the assigned employee be eligible to perform duties for the City.

d. Contractors shall follow all the most current EEOC guideline regarding the process for performing criminal background checks.

e. Accordingly, Contractors shall exclude any possible Assigned Employee from working for the City based on job-related functions of the position and consistent with the City's business necessity.

f. If any person employed on a project by the Contractor shall appear to the City to be incompetent or act in a disorderly or improper manner, such person shall be removed immediately on the request of the City, and shall not be re-employed on the same project except on written consent of the City.

g. All work shall be performed according to the standards of the electrical code as adopted by the State of Texas and to the complete satisfaction of the City. The City will be responsible for any applicable fees associated with work requiring a local permit or inspection. The Contractor shall be responsible for advising the City when a permit or inspection is needed and will apply for and pick up permit. The contractor shall schedule any needed inspections.

h. All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used. All work being performed for and/or on City property shall fully conform to all local, state and federal safety regulations.

X. MINIMUM QUALIFICATIONS

a. Commercial Experience:
   i. The Contractor must have been in business at least 5 years.
b. Company must have at least one Master Electrician Licensed in the State of Texas.
c. Company must have at least four additional qualified electricians available to handle services at multiple City locations concurrently.
d. Must provide list of number of employees and respective jobs titles and licenses.
e. Licensed to do business in the State of Texas and provide a copy of Certification.

NOTE: The City of Tomball Staff selects brands/types of equipment/supplies.

EXHIBIT B

PROPOSAL SHEET

Electrician Services Compensation Proposal				
Description	Regular Time: Monday-Friday 8am - 5pm	Overtime	Weekend	Holidays (as determined by State & Federal Govt)
Master Electrician	$ 150.00	$ 225.00	$ 225.00	$ 300.00
Journeyman Electrician	$ 125.00	$ 187.50	$ 187.50	$ 250.00
Apprentince Electrician	$ 65.00	$ 97.50	$ 97.50	$ 130.00
Laborer	$ 40.00	$ 60.00	$ 60.00	$ 80.00

Percentage Mark-up for Materials and Equipment	20%
Minimum Service Charge	$125.00

Company Name:	Shane Griffin Power & Electrical Services, LLC
Address:	19351 East Lake Drive, Magnolia, TX 77355
Telephone Number:	713-396-6960
Name & Title:	Shane Griffin , Owner
Date:	9/12/2024

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Approve a purchase with Water & Play Expressions, Inc. for the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park, through a BuyBoard Contract (Contract No. 679-22) for a not-to-exceed amount of $114,637, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2024-2025 Budget and Capital Improvement Plan.

Background:

The Jerry Matheson Park Improvement project started in September 2020. The project included to completing needed improvements and enhancements, based on survey input received from the community. The City was awarded a Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant, as well as received funding from community partners including the Tomball Economic Development Corporation, Tomball Regional Health Foundation and HCA-Tomball in addition to budgeted funds to complete Phase I of the improvements.

Phase I of the project was completed in August 2024 and staff requested funding for Phase II in the fiscal year budget as part of the 2025-2029 Capital Improvement Plan. Funding was allocated through the American Rescue Plan Act (ARPA) funds as adopted in the fiscal year 2024-2025 budget totaling $770,036.92. Staff has worked to develop a full cost estimate of the final elements for Phase II of the project, these elements are depicted in the table below, with the cost of the splashpad shade structure ($114,637) in bold.

Element	**Cost (*estimate)**
Playground Shade Structure	$95,957.00
Walking Trails & Parking Lot Resurface	$301,152.00
Splashpad – Spray Deck	$19,000.00
Splashpad Shade Structure	**$114,637.00**
Parking Lot Addition	$35,000.00*
Parking Lot Lighting	$15,000.00*
Chemical Building (pool area)	$100,000.00*
Gate – Splashpad/Pool Connection	$10,000.00*
Total	**$690,746.00**

This item authorizes the purchase and installation of a shade structure for the splashpad at Jerry Matheson Park for a total not-to-exceed amount of $114,637.

Origination: Project Management

Recommendation:

Staff recommends approving the purchase with Water & Play Expressions, Inc for a not-to-exceed amount of $114,637.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: # 400-153-6409

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

Signed Drew Huffman Approved by _____

Staff Member Date City Manager Date

Water & Play Expressions Inc.
P.O. Box 145
Argyle, TX 76226
Greg Hawkins - Owner - 940-735-0500
greg@waterplayexpressions.com
kimberli@waterplayexpressions.com

City of Tomball
City of Tomball
401 Market Street, Tomball, TX 77375
Meagan Mageo - Project Manager
281-290-1411 - MMageo@tomballtx.gov
Project: Sail Shades for Matheson Park Splash Pad

QUOTE

Quote # 09162024COTSH2

Quote Date 09/23/2024

Item	Description	Unit Price	Quantity	Amount
Product	Sail Cluster:	61687.14	1.00	61,687.14
	Sail 1: 30' x 34' x 38 - Height 14', 14', 19'			
	Sail 2: 26'3" x 38' x 41' x 51' - Height - (2) 14' (2) 21'			
	Sail 3: 31' x 33'6" x 41' - Height - 14', 14', 20'			
	Post Color: Zinc Yellow - RAL 1018 Fabric Color: Bright Green			
Product	SED	1600.00	1.00	1,600.00
Service	Freight	2000.00	1.00	2,000.00
Service	Install	49349.71	1.00	49,349.71

NOTES: KMI BUYBOARD NUMBERS:
#679-22
#737-24

WPE terms are 40% equipment deposit followed by progress billing invoicing.

Quote prices are valid for 30 days.

Install quote amount is based on normal soil conditions. Install will require a change order if the soil has abnormalities, surfacing changes, unforeseen Geotech report findings or incorrect location of water lines/plumbing.

If during installation, large rocks or concrete are found additional costs for removal will occur. Additional expenses must be approved by both parties.

All customers are required to pay local and state taxes. If a customer has tax exempt status, Water Play Expressions must retain a copy of 501(C)(3) or other proof of tax exempt status.

Quote Approved by: _____

Date: _____

Please make checks payable to Water Play Expressions without the & for bank account purposes.

Subtotal	114,636.85
Total	114,636.85
Amount Paid	0.00
Quote	$114,636.85

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF TOMBALL TRUCK 3 **Prepared by:** SETH GAMBLIN

Contact: **Phone:** 512.436.1313

Email: **Email:** sgamblin.silsbeefleet@gmail.com

Product Description: CHEVROLET SILVERADO 2500 **Date:** September 4, 2024

A. **Bid Item:** **A. Base Price:** $ 46,262.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CC20943	2025 SILVERADO 2500 CREW CAB	$ -	Z82	TRAILERING PACKAGE	INC
	LWB / 8' BED 2WD	$ 1,400.00		Mirrors, outside power-adjustable vertical t	$ 720.00
L5P	Engine, 6.6L GAS				
MKM	10 SPEED AUTOMATIC TRANS	$ -	JL1	TRAILE BRAKE CONTROLLER	$ 275.00
	POWER WINDOWS / LOCKS	$ -			
PCV	WT FLEET CONV PACKAGE	$ 1,010.00			
	inc. POWER MIRRORS, KEYLESS			17" PAINTED STEEL WHEELS	
	ENTRY, CRUISE				

Total of B. Published Options: $ 3,405.00

Published Option Discount (5%) $ (289.25)

C. **Options** **$=** 0.4 **%**

Description	Bid Price	Options	Bid Price
TIT ALL MAX LEGAL	$ 199.00	EXTERIOR- WHITE	
		INTERIOR-	
		ORDER BANK IS OPEN NOW**	

Total of C. Unpublished Options: $ 199.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 250.00

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 350 **miles** $ 612.50

H. **Subtotal:** $ 50,439.25

I. **Quantity Ordered** 1 **x H =** $ 50,439.25

J. **Trade in:** $

K. **Total Purchase Price** $ 50,43

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF TOMBALL TRUCK 3 **Prepared by:** SETH GAMBLIN

Contact: **Phone:** 512.436.1313

Email: **Email:** sgamblin.silsbeefleet@gmail.com

Product Description: CHEVROLET SILVERADO 2500 **Date:** September 4, 2024

A. **Bid Item:** **A. Base Price:** $ 46,262.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK20943	2025 SILVERADO 2500 CREW CAB	$ -	Z82	TRAILERING PACKAGE	INC
	LWB / 8' BED	$ 4,400.00		Mirrors, outside power-adjustable vertical t	$ 720.00
L5P	Engine, Duramax 6.6L Turbo-Diesel V8	$ 9,490.00			
MKM	10 SPEED AUTOMATIC TRANS	$ -	JL1	TRAILE BRAKE CONTROLLER	$ 275.00
	POWER WINDOWS / LOCKS	$ -	KI4	Power outlet, interior / bed 120-volt	$ 225.00
PCV	WT FLEET CONV PACKAGE	$ 1,010.00			
	inc. POWER MIRRORS, KEYLESS			17" PAINTED STEEL WHEELS	
	ENTRY, CRUISE				

Total of B. Published Options: $ 16,120.00

Published Option Discount (5%) $ (289.25)

C. **Options** **$=** 0.3 **%**

Description	Bid Price	Options	Bid Price
TIT ALL MAX LEGAL	$ 199.00	EXTERIOR- WHITE	
		INTERIOR-	
		ORDER BANK IS OPEN NOW**	

Total of C. Unpublished Options: $ 199.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ 250.00

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 350 **miles** $ 612.50

H. **Subtotal:** $ 63,154.25

I. **Quantity Ordered** 1 **x H =** $ 63,154.25

J. **Trade in:** $

K. **Total Purchase Price** $ 63,15

QUOTE

AGENCY	CITY OF TOMBALL
DATE QUOTED	17-Sep-24
SALESMAN	SETH GAMBLIN

PART NUMBER		DESCRIPTION	UNIT PRICE	EXT PRICE
		2024 CHEVROLET SILVERADO LT		
SO.ENFWB01F1V	1	NFORCE DUO INTERIOR LIGHTBAR RW/BW		
		QSF043377		
SO.ETSA462HPP-EXT	1	400 SERIES 200W HANDHELD SIREN		
C3.C3100U	2	100W SPEAKER		
SO.ETSKLF101	1	AFTERSHOCK LOW FREQ SIREN W/AMP		
SO.ETSSLFVBK10	1	AFTERSHOCK BRACKET		
SO.EMPS2SMS5RBW	2	MPOWER RBW (GRILL)		
SO.EMPS2SMS5RBW	2	MPOWER RBW (GRILL)		
SO.EMPS2STS5RBW	6	MPOWER RBW (ROCKER)		
SO.PMP2BKDGAJ	6	ADJUSTABLE BRACKET		
SO.EMPS2SMS5RBW	4	MPOWER RBW (SIDES FRNT AND REAR)		
SO.EMPS2SMS5RBW	6	MPOWER RBW (REAR)		
		LEAD TIME (3-4 WEEKS)		

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 10/07/2024

Topic:

Approve an agreement with Lake Country Chevrolet, LLC, for two Chevrolet Silverado 2500 Duty trucks and one Chevrolet Silverado 1500 Command Vehicle through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of $172,019.04 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is partially included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Public Works department requested the purchase of multiple maintenance vehicles. Public Works vehicles listed below are replacements and are used to provide service throughout the City of Tomball by the Public Works department.

Public Works vehicles were budgeted at combined amount of $130,000 and the quotes received from the TIPS USA purchasing cooperative total $113,593.50. The estimated outfitting cost (not included in the vehicle purchase price) for the installation of safety lights and decals is $3,500 each and will be expended once the trucks are received.

On June 13th, 2024, shop number 20-127 was involved in a motor vehicle incident on FM 2920. The requested command Chevrolet Silverado will be a replacement for shop number 20-127. This vehicle is utilized by the Fire Prevention Division to provide fire inspection and investigation services within the City of Tomball. Due to pending litigation the vehicle is unable to be repaired or disposed of. This vehicle was not budgeted for in the FY 2024-25 Budget Cycle, however, funds are expected from the TMLIRP in the future. The TIPS USA purchasing cooperative total for this vehicle is $58,425.54. The estimated upfitting cost (not included in the vehicle purchase price) for the installation of emergency lighting, radios, and equipment is $12,000 and will be expended once the vehicle is received.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Fire	Command Vehicle	Unbudgeted	$58,425.54
Garage	Duty Truck	$70,000	$63,154.25
Parks	Duty Truck	$60,000	$50,439.25
Total		**$130,000**	**$172,019.04**

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2024-2025.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 650-651-6405

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

Signed: Drew Huffman **Approved by:** _____

Staff Member Date City Manager Date

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR--LAKE COUNTRY CHEVY 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL
Contact:
Email:
Product Description: CHEVROLET SILVERADO 1500

Prepared by: SETH GAMBLIN
Phone: 512.436.1313
Email: SGAMBLIN.SILSBEEFLEET@GMA
Date: September 17, 2024

A. **Bid Item:** _____ **A. Base Price:** $ 41,907.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
CK10543	2024 1500 SILVERADO SHORT CREW	$ -			
1LT	1 LT PACKAGE 4W			17" BRIGHT SILVER PAINTED	
L84	ENGINE 5.3L ECO TEC3 V8	$ 1,595.00		ALUMINUM WHEELS	
MQB	10 SPEED TRANS	$ -			

Total of B. Published Options: $ 1,595.00

Published Option Discount (5%) $ (1,157.99)

C. Additional Options $= 11.3 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR-G7C RED HOT	$ -
SILSBEE FLEET PARTS ONLY	$ 4,906.53	INTERIOR HOU JET BLACK CLOTH	
SHIPPED LOOSE IN TRUCK			
3-4 WEEK LEADTIME**			
		UNIT ON THE GROUND NOW**	
		2GCUDDED7R1225638	

Total of C. Unpublished Options: $ 4,906.53

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** 1LT UPGRADE $ 11,175.00

G. **Additional Delivery Charge:** 0 **miles** $ -

H. **Subtotal:** $ 58,425.54

I. **Quantity Ordered** 1 **x K =** $ 58,425.54

J. **Trade in:** _____ $ -

K.

L. **Total Purchase Price** $ 58,425.54

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: FORD POLICE INTERCEPTOR UTILITY
Date: July 31, 2024

A. **Bid Item:** **A. Base Price:** $ 45,776.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	$ 1,975.00	59B	KEYED ALIKE 124X	$ 50.00
99C	3.0L V6 ECO BOOST	$ 790.00	17T	AUX DOME LAMP R/W	$ 50.00
86T	TAIL LAMP/POLICE HOUSING	$ 60.00	68B	POLICE PERIMETER ALERT	$ 675.00
17A	AUX AIR	$ 610.00	55F	KEY FOBS	$ 340.00
55B	BLIS Blind Spot Monitoring	$ 545.00	76R	Reverse Sensing System	$ 275.00
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	$ 50.00	67V	Front & Rear Police Wire Harness Connector	$ 185.00
61B	OBD-II SPLITTER	$ 55.00	19V	Rear Camera On-Demand	$ 230.00
76P	Pre-Collision Assist w/Pedestrian Detection	$ 145.00	87R	Rear View Camera	N/C
				Total of B. Published Options:	**$ 6,035.00**
				Published Option Discount (5%)	**$ (203.00)**

C. Unpublished Options **$=** 2.1 **%**

Description	Bid Price	Options	Bid Price
TINT FROT 35%, REAR 20%	$ 199.00	EXTERIOR- M7 CARBONIZED GRAY	
		INTERIOR- 96 CLOTH FRON VINYL REAR	
64E- WHEELS 18" PAINTED ALUM	$ 475.00	153-FRONT LP	
65U- INTERIOR UPGRADE	$ 390.00		
		1 UNIT ON THE GORUND**	
		132179	
		Total of C. Unpublished Options:	**$ 1,064.00**

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	**$ -**
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	**$ 250.00**
F.	**Contract Price Adjustment:**	
G.	**Additional Delivery Charge:** 199	**$ 348.25**
H.	**Subtotal:**	**$ 53,270.25**
I.	**Quantity Ordered** 1 **x H =**	**$ 53,270.25**
J.	**Trade in:**	**$ -**
K.		
L.	**Total Purchase Price**	**$ 53,270.25**

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 10/07/2024

Topic:

Approve an agreement with Silsbee Ford, for 4 Ford Police Interceptor Units through the TIPS Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of $205,479.00 authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Police Department requested the purchase of multiple police interceptor units. Police vehicles listed below are replacements and are used to provide service throughout the City of Tomball by the Police Department.

Police vehicles were budgeted at combined amount of $322,000 and the quotes received from the TIPS USA purchasing cooperative total $205,479.00. The estimated outfitting cost (not included in the vehicle purchase price) for the installation of emergency lighting lights, decals, and associated equipment is approximately $30,000 each and will be expended once the vehicles are received.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Police	Patrol Vehicle	$67,000	$53,270.25
Police	Patrol Vehicle	$85,000	$50,736.25
Police	Patrol Vehicle	$85,000	$50,736.25
Police	Patrol Vehicle	$85,000	$50,736.25
Total		**$322,000.00**	**$205,479.00**

Origination: Police

Recommendation: Staff recommends approving the purchase of the vehicles as appropriated in the Fiscal Year 2024-2025.

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

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 650-651-6405

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

Signed: Brandon Patin **Approved by:** _____

Staff Member Date City Manager Date

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF TOMBALL PD
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMA
Product Description: FORD PIU AWD
Date: August 7, 2024

A. **Bid Item:** **A. Base Price:** **$ 51,795.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
K8A	2024 FORD POLICE SUV				
99C	3.0L V6 ECO BOOST	$ 950.00			
86T	TAIL LAMP/POLICE HOUSING	$ 60.00			
17A	AUX AIR	$ 610.00			
55F	KEY FOB	$ 340.00			
60A	GRILLE LED LIGHTS, SIREN/SPEAKER WIF	$ 50.00			
51R	DRIVER ONLY LED SPOT LIGHT	$ 395.00			
61B	OBD-II SPLITTER	$ 55.00			
				Total of B. Published Options:	**$ 2,460.00**

Published Option Discount (5%) **$ (117.00)**

C. Additional Options **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR- BLACK	$ -
		INTERIOR COLOR- 96 CHARCOAL	
		500A ORDER CODE	
		UNIT ON THE GROUND**	
		X3	
		157946	
		157947	
		157948	
		Total of C. Unpublished Options:	**$ -**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ -**

F. **Contract Price Adjustment:** TOMBALL DISCOUNT **$ (3,575.00)**

G. **Additional Delivery Charge:** 99 **miles** **$ 173.25**

H. **Subtotal:** **$ 50,736.25**

I. **Quantity Ordered** 3 **x K =** **$ 152,208.75**

J. **Trade in:** **$ -**

K.

L. **Total Purchase Price** **$ 152,208.75**

Texas Association of School Boards

BUYBOARD Quotation

Quote Date	September 5, 2024	25-226 25-227	Quote No.	mrickett-0263
			Contract No.	424-13
	Quotation To		Vendor ID	837
Buying Agency	City of Tomball		**Waukesha-Pearce Industries Inc.**	
Contact	Vince Mendez		Construction Machinery Division	
Phone		Contact	Mark Rickett	
Fax		Phone	713-906-4461	
Email		Fax		
		Email	markric76@att.net	

Pricing Based On Maunufacturer's Price List Dated:	01/01/24	Contract Discount	18.0%
		Factor	82.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Komatsu	**PC35MR-5**	Excavator	**$ 62,411.00**	**$ 51,177.02**

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
	PC35MR-5 COMPACT HYDRAULIC EXCAVATOR - PC35MR-5		$ -
	BOOM-2540 +ADD HYDRAULIC CONTROL	$ 3,318.00	$ 2,720.76
	5'8"(1720MM) ARM W/HYD	$ 3,155.00	$ 2,587.10
			$ -
			$ -
			$ -
			$ -
			$ -
		Sub Total	$ 5,307.86

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
	HYD COUPLER	$ 5,022.00
	16" DIGGING BUCKET	$ 979.20
	24" DIGGING BUCKET	$ 1,423.20
	PINS	$ 240.00
		$ -
		$ -
		$ -
	Sub Total	$ 7,664.40

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Factory Freight	$ 1,900.00
PRE DELIVERY MAKE READY	$ 2,500.00
Komatsu Premier Warranty 36 Months / 3,000 Hours	$ -
ONE TIME DISCOUNT	$ (7,399.28)
Sub Total	$ (2,999.28)

TOTAL PURCHASE PRICE: $ 61,150.00

Delivery TBD Date at the Time of Order

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: ***info@buyboard.com***

Texas Association of School Boards

BUYBOARD Quotation

Quote Date	September 5, 2024	25-226 25-227	Quote No.	mrickett-0263
			Contract No.	424-13
	Quotation To		Vendor ID	837
Buying Agency	City of Tomball		**Waukesha-Pearce Industries Inc.**	
Contact	Vince Mendez		Construction Machinery Division	
Phone		Contact	Mark Rickett	
Fax		Phone	713-906-4461	
Email		Fax		
		Email	markric76@att.net	

Pricing Based On Maunufacturer's Price List Dated:	01/01/24	Contract Discount	18.0%
		Factor	82.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Komatsu	**PC35MR-5**	Excavator	**$ 62,411.00**	**$ 51,177.02**

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
	PC35MR-5 COMPACT HYDRAULIC EXCAVATOR - PC35MR-5		$ -
	BOOM-2540 +ADD HYDRAULIC CONTROL	$ 3,318.00	$ 2,720.76
	5'8"(1720MM) ARM W/HYD	$ 3,155.00	$ 2,587.10
			$ -
			$ -
			$ -
			$ -
			$ -
		Sub Total	$ 5,307.86

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
	HYD COUPLER	$ 5,022.00
	16" DIGGING BUCKET	$ 979.20
	24" DIGGING BUCKET	$ 1,423.20
	PINS	$ 240.00
		$ -
		$ -
		$ -
	Sub Total	$ 7,664.40

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Factory Freight	$ 1,900.00
PRE DELIVERY MAKE READY	$ 2,500.00
Komatsu Premier Warranty 36 Months / 3,000 Hours	$ -
ONE TIME DISCOUNT	$ (7,399.28)
Sub Total	$ (2,999.28)

TOTAL PURCHASE PRICE: $ 61,150.00

Delivery TBD Date at the Time of Order

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: ***info@buyboard.com***

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 10/07/2024

Topic:

Approve an agreement with Waukesha-Pearce Industries Inc., for two PC35MR-5 Hydraulic Excavators through the BuyBoard Cooperative Purchasing (Contract #424-13) for a not-to-exceed amount of $122,300 authorize the expenditure of funds therefor, and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Public Works department requested the purchase of multiple maintenance equipment. All equipment listed below are replacements and are used to provide service throughout the City of Tomball Public Works.

The vehicles were budgeted at combined amount of $130,000 and quotes received from the BuyBoard purchasing cooperative are $122,300.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Utilities	Excavator	$65,000	$61,150
Utilities	Excavator	$65,000	$61,150
Total		**$130,000**	**$122,300**

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2024-2025.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: 650-652-6403

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

Signed: Drew Huffman **Approved by:** _____

Staff Member Date City Manager Date

Replacing Ge-65

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Hartnup Andrew

King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388

Tel: 281-353-0204
Fax: 281-288-7566
Email: ahartnup@king-ranch.com

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

Quote Summary

Prepared For:
CITY OF TOMBALL PURCHASING
501 JAMES ST
TOMBALL, TX 77375
JPRUITT@TOMBALLTX.GOV

Delivering Dealer:
King Ranch Ag & Turf
Hartnup Andrew
19003 I-45 North Fwy
Spring, TX 77388
Phone: 281-353-0204
ahartnup@king-ranch.com

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Quote ID: 31617719
Created On: 04 September 2024
Last Modified On: 23 September 2024
Expiration Date: 11 October 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE GATOR™ XUV835M (Model Year 2024)	$ 24,881.45	$ 21,573.04	X	1	=	$ 21,573.04

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: September 3, 2024

Equipment Total **$ 21,573.04**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 21,573.04
Trade In	
SubTotal	**$ 21,573.04**
Est. Service Agreement Tax	$ 0.00
Total	$ 21,573.04
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 21,573.04**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 31617719 **Customer Name:** CITY OF TOMBALL PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

JOHN DEERE GATOR™ XUV835M (Model Year 2024)

Hours:
Stock Number:
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)
Price Effective Date: September 3, 2024

Suggested List *
$ 24,881.45
Selling Price *
$ 21,573.04

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57KEM	GATOR™ XUV835M (Model Year 2024)	1	$ 20,249.00	14.00	$ 2,834.86	$ 17,414.14	$ 17,414.14
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0505	Build To Order	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1060	27” Predator Heavy-Duty all-terrain radial tires on 14” Yellow Steel Wheels	1	$ 183.00	14.00	$ 25.62	$ 157.38	$ 157.38
2031	Split Bench Seat - Black Vinyl	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2350	Park Position in Transmission	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
2500	Green and Yellow	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
3100	Manual Lift	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4000	OSR Nets	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
4060	Black Roof	1	$ 591.00	14.00	$ 82.74	$ 508.26	$ 508.26
5007	Premium Protection Package	1	$ 1,180.00	14.00	$ 165.20	$ 1,014.80	$ 1,014.80
6349	Less Winch	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,954.00**		**$ 273.56**	**$ 1,680.44**	**$ 1,680.44**
	Dealer Attachments/Non-Contract/Open Market						
BM26740	Front cab attachment harness	1	$ 93.09	14.00	$ 13.03	$ 80.06	$ 80.06
BUC10574	Abrasion-resistant poly full windshield	1	$ 935.19	14.00	$ 130.93	$ 804.26	$ 804.26
BM26267	Roof attachment harness	1	$ 113.41	14.00	$ 15.88	$ 97.53	$ 97.53

Confidential

Selling Equipment

Quote Id: 31617719 **Customer Name:** CITY OF TOMBALL PURCHASING

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

BUC10809	Front Attachment Harness	1	$ 286.76	14.00	$ 40.15	$ 246.61	$ 246.61
0000	strobes	1	$ 1,250.00	0.00	$ 0.00	$ 1,250.00	$ 1,250.00
	Dealer Attachments Total		**$ 2,678.45**		**$ 199.99**	**$ 2,478.46**	**$ 2,478.46**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 24,881.45**		**$ 3,308.41**	**$ 21,573.04**	**$ 21,573.04**

Confidential

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Hartnup Andrew

King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388

Tel: 281-353-0204
Fax: 281-288-7566
Email: ahartnup@king-ranch.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Replacing Streets Ge-69

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

Quote Summary

Prepared For:
City Of Tomball
TX

Delivering Dealer:
King Ranch Ag & Turf
Hartnup Andrew
19003 I-45 North Fwy
Spring, TX 77388
Phone: 281-353-0204
ahartnup@king-ranch.com

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Quote ID: 31712614
Created On: 23 September 2024
Last Modified On: 27 September 2024
Expiration Date: 23 October 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	$ 22,889.00	$ 17,853.42	X	1	=	$ 17,853.42

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: September 22, 2024

Equipment Total **$ 17,853.42**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 17,853.42
Trade In	
SubTotal	**$ 17,853.42**
Est. Service Agreement Tax	$ 0.00
Total	$ 17,853.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 17,853.42**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 31712614 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)

Price Effective Date: September 22, 2024

Suggested List *
$ 22,889.00

Selling Price *
$ 17,853.42

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	1	$ 21,839.00	22.00	$ 4,804.58	$ 17,034.42	$ 17,034.42
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1524	60 In. FastBack PRO Rear Discharge Mower Deck	1	$ 1,050.00	22.00	$ 231.00	$ 819.00	$ 819.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,050.00**		**$ 231.00**	**$ 819.00**	**$ 819.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 22,889.00**		**$ 5,035.58**	**$ 17,853.42**	**$ 17,853.42**

Confidential

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: 10/07/2024

Topic:

Approve an agreement with Deere & Company and King Ranch Ag & Turf for two zero turn mowers, and one UTV/Gator through a BuyBoard Contract (Contract No.706-23) for a not-to-exceed amount of $57,708.88 authorize the expenditure of funds therefor, and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.

Background:

As part of the FY 2024-2025 budget process, the Public Works department requested the purchase of multiple maintenance vehicles. All equipment listed below are replacements and are used to provide service throughout the City of Tomball Public Works by the Public Works department.

The vehicles were budgeted at a combined amount of $59,000 and quotes received from the BuyBoard purchasing cooperative total $57,708.88.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Streets	UTV/Gator	$22,000	$21,573.04
Streets	Zero Turn Mower	$18,000	$17,853.42
Parks	Zero Turn Mower	$19,000	$18,282.42
Total		**$59,000**	**$57,708.88**

Origination: Public Works

Recommendation: Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2024-2025.

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ _____

If yes, specify Account Number: 100-153-6106, 100-154-6106, 650-651-6403

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

Signed: Drew Huffman **Approved by:** _____

Staff Member Date City Manager Date

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

For any questions, please contact:

Hartnup Andrew

King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388

Tel: 281-353-0204
Fax: 281-288-7566
Email: ahartnup@king-ranch.com

- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate
- ☐ Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Replacing Parks Ge-61

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

Quote Summary

Prepared For:
City Of Tomball
TX

Delivering Dealer:
King Ranch Ag & Turf
Hartnup Andrew
19003 I-45 North Fwy
Spring, TX 77388
Phone: 281-353-0204
ahartnup@king-ranch.com

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Quote ID: 31712614
Created On: 23 September 2024
Last Modified On: 27 September 2024
Expiration Date: 23 October 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z994R Diesel Commercial ZTrak	$ 23,439.00	$ 18,282.42	X	1	=	$ 18,282.42

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)
Price Effective Date: September 22, 2024

Equipment Total **$ 18,282.42**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,282.42
Trade In	
SubTotal	**$ 18,282.42**
Est. Service Agreement Tax	$ 0.00
Total	$ 18,282.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 18,282.42**

Salesperson : X _____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 31712614 **Customer Name:**

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
King Ranch Ag & Turf
19003 I-45 North Fwy
Spring, TX 77388
281-353-0204
spring@king-ranch.com

JOHN DEERE Z994R Diesel Commercial ZTrak

Hours:

Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70)

Price Effective Date: September 22, 2024

Suggested List *
$ 23,439.00

Selling Price *
$ 18,282.42

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2545TC	Z994R Diesel Commercial ZTrak	1	$ 21,839.00	22.00	$ 4,804.58	$ 17,034.42	$ 17,034.42
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
1523	72 In. FastBack PRO Rear Discharge Mower Deck	1	$ 1,600.00	22.00	$ 352.00	$ 1,248.00	$ 1,248.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	$ 0.00	22.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,600.00**		**$ 352.00**	**$ 1,248.00**	**$ 1,248.00**
Total Selling Price			**$ 23,439.00**		**$ 5,156.58**	**$ 18,282.42**	**$ 18,282.42**

Confidential

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Presentation, discussion, and direction for the proposed North Sycamore Parking Lot project.

Background:

During the Fiscal Year 2023-2024 budget the North Sycamore Street Parking Lot project was identified in the proposed 2024-2028 Capital Improvements Plan. Following discussions, the project was adopted as part of the final 2024-2028 Capital Improvement Plan and funding was allocated by City Council through the 2023 certificates of obligation in the amount of $1,500,000.

On April 1, 2024, Council approved a Professional Services Agreement with WGA Consulting Engineers to complete the design and engineering for the proposed project. WGA completed a survey and on-site work to determine the best and safest design option to allow for the construction of the street reconstruction and additional parking.

On July 11, 2024, staff sent a letter to registered property owners on North Sycamore Street providing notification of the project and to contact the City with any questions or concerns. Additionally, during the week of July 22, staff conducted visits with property owners and residents located along the project site to provide a better understanding of the project.

On September 16, staff hosted a Stakeholders meeting at 12 p.m. and 5 p.m. and invited property owners, residents, and business owners in the area to attend. The meeting allowed the community to ask questions, review the design options, vote on the options and provide comments and feedback to staff for the project. Eight members of the community attended the meetings and provided valuable feedback. All eight members in attendance voted for the One-Way option.

This item is to present the feedback, provide comments received, review the design options with City Council and seek Council's recommendation on the project.

Origination: Public Works Department

Recommendation:

Party(ies) responsible for placing this item on agenda: Drew Huffman, Public Works Director

FUNDING (IF APPLICABLE)

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

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

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

Signed Drew Huffman _____ Approved by _____

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Approve Resolution No. 2024-35, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 11.40 Acres; 16000 FM 2920; HCAD 0402200010065 (496,734 Square Feet) Tract Of Land. Providing For Notice Of Said Public Hearings; And Providing For Severability.

Background:

Approval of Resolution No. 2024-35 will declare the City's intention to annex the property within the City's ETJ, and to schedule the required public hearing.

The Local Government Code only requires one public hearing on proposed annexations. The staff's recommendation is that the public hearing be held during the Regular Council meeting on November 4, 2024.

The first reading of the ordinance to annex will be presented following the public hearing on November 4 2024; Second reading will be presented at the regular Council meeting on November 18, 2024.

Origination: Ernesto Quintanilla

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING NOVEMBER 4, 2024 AT 6 O"CLOCK PM AS THE DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.)); AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of a certain tract of land being 11.40 acres (496,734 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.) (the "Property"); and

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

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 to this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto

and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on November 4, 2024, at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o'clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of an 11.40 acre tract of land as more fully described in Exhibit "A".

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before November 4, 2024.

Section 5. The City Secretary is directed to post notice of the public hearings on the City's website on or after the 20th day but before the 10th day before November 4, 2024, and must remain posted until the date of the hearing.

Section 6. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this 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

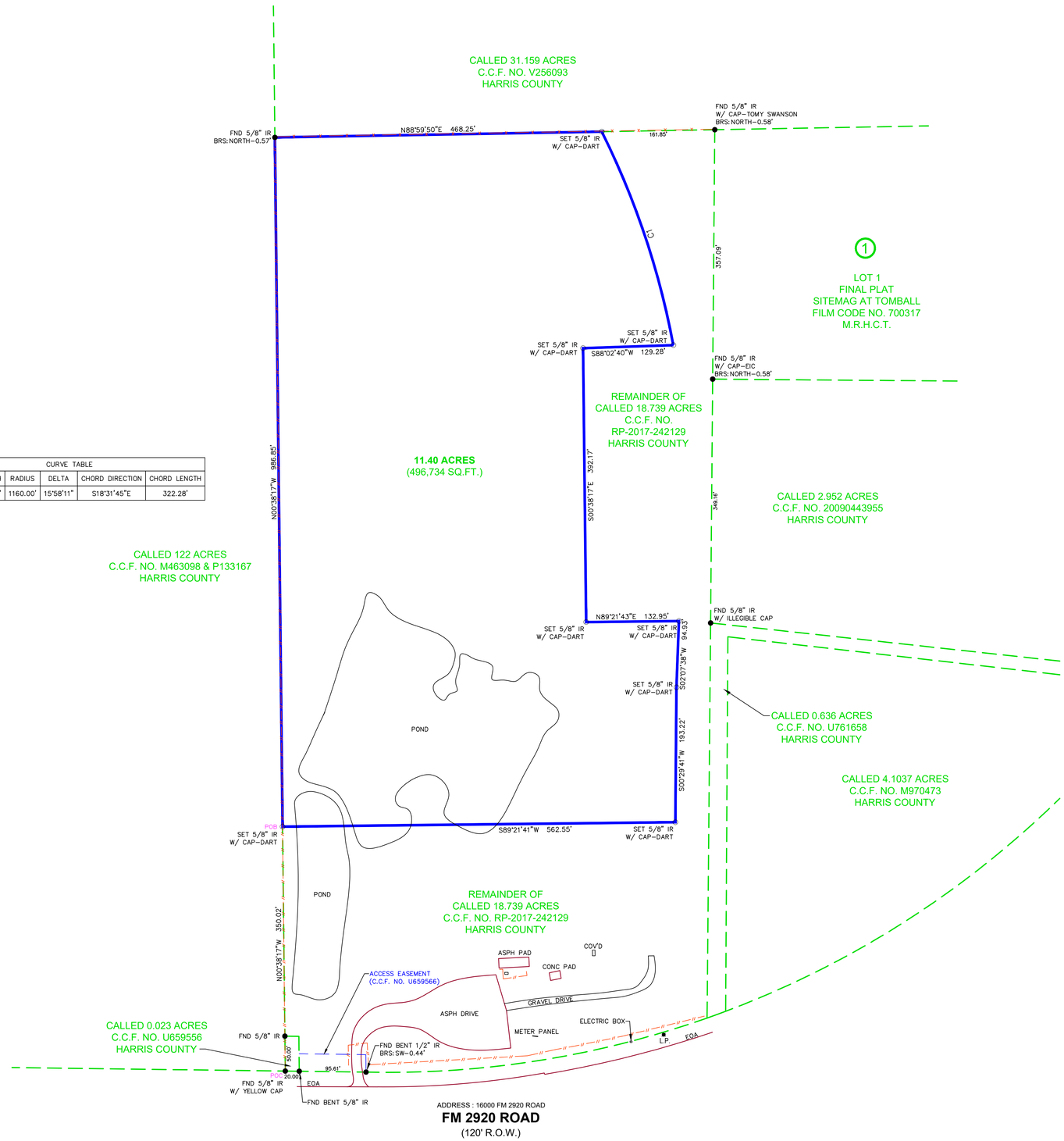
it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this the _____ day of _____ 2024.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Tracylynn Garcia, City Secretary



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	323.32'	1160.00'	15°58'11"	S18°31'45"E	322.28'

N
W E
S
0 40 80
1 INCH = 80 FEET

DART LAND SERVICES
14701 Saint Mary's Lane #150
Houston, Texas 77079
281-584-6688
orders@dartlandservices.com
http://www.dartlandservices.com

PROPERTY DESCRIPTION

BOUNDARY SURVEY FOR:

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF FM 2920 ROAD (120 FOOT WIDE), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 122-ACRES TRACT RECORDED UNDER C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.023-ACRES TRACT RECORDED UNDER C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 122-ACRES TRACT, PASSING AT A DISTANCE OF 50.00 FEET, A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.023-ACRES TRACT, CONTINUING A TOTAL DISTANCE OF 350.02 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR THE POINT OF BEGINNING, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00°38'17" WEST, CONTINUING WITH THE EAST LINE OF SAID 122-ACRES TRACT, A DISTANCE OF 986.85 FEET, TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 31.159-ACRES TRACT RECORDED UNDER C.C.F. NO. V256093, O.P.R.H.C.T., AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 5/8-INCH IRON ROD FOUND BEARS NORTH - 0.57 FEET;

THENCE NORTH 88°59'50" EAST, WITH THE SOUTH LINE OF SAID 31.159-ACRES TRACT, A DISTANCE OF 468.25 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE FOLLOWING COURSES OVER AND THROUGH SAID 18.739-ACRES TRACT:

-(C1) ALONG SAID CURVE TO THE RIGHT, HAVING A CURVE LENGTH OF 323.32 FEET, A RADIUS OF 1160.00 FEET, A DELTA ANGLE OF 15°58'11", AND A CHORD BEARING AND DISTANCE OF SOUTH 18°31'45" EAST, 322.28 FEET TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;
SOUTH 88°02'40" WEST, A DISTANCE OF 129.28 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;
SOUTH 00°38'17" EAST, A DISTANCE OF 392.17 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;
NORTH 89°21'43" EAST, A DISTANCE OF 132.95 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;
SOUTH 02°07'38" WEST, A DISTANCE OF 94.93 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;
SOUTH 00°29'41" WEST, A DISTANCE OF 193.22 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET;

THENCE SOUTH 89°21'41" WEST, OVER AND THROUGH SAID 18.739-ACRES TRACT, A DISTANCE OF 562.55 FEET, TO THE POINT OF BEGINNING AND CONTAINING 11.40-ACRES (496,734 SQUARE FEET) MORE OR LESS.

I, BENJAMIN JAUMA, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND , IN ACCORDANCE WITH THE INFORMATION PROVIDED TO ME AND THAT IT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON. THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

STATE OF TEXAS
REGISTERED
05/10/24
BENJAMIN JAUMA
6417
PROFESSIONAL LAND SURVEYOR

BJauma

BENJAMIN JAUMA, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS REGISTRATION No. 6417

PROJECT INFORMATION

ADDRESS: 16000 FM 2920 ROAD, TOMBALL, TEXAS 77377
PURCHASER: -
LENDER: -
TITLE COMPANY: -
GF#: -
DRAFTER: 05-09-24/TR
CHECKER: 05-09-24/BJ
FIELD CREW: 04-19-24/AP
KEY MAP #: 287M

GENERAL NOTES

1.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
3.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
5.) THIS SURVEY MEETS THE STANDARDS FOR A LAND SURVEY IN THE STATE OF TEXAS AS DEFINED IN THE MANUAL OF PRACTICE BY TEXAS SOCIETY OF PROFESSIONAL SURVEYORS.
4.) THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND IS VALID FOR THIS TRANSACTION ONLY. ANY LOSS RESULTING FROM UNAUTHORIZED USE SHALL NOT BE THE RESPONSIBILITY OF DART LAND SERVICES. USE OF THIS SURVEY, BY ANY PARTIES OTHER THAN THE PAYING CLIENT OF THE TRANSACTION DATED TODAY, SHALL BE AT THE USER'S OWN RISK.
5.) ALL BEARINGS ARE BASED ON RECORDED DEED.
6.) FENCES OVERLAP PROPERTY LINES AS SHOWN.

LEGEND
POC = POINT OF COMMENCING
POB = POINT OF BEGINNING
RCP = REINFORCED CONCRETE PIPE
COVD = COVERED
LP = LIGHT POLE
PP = POWERPOLE
CONC= CONCRETE
HB = HIGHBANK
AE = AERIAL EASEMENT
BOC = BACK OF CURB
EOA = EDGE OF ASPHALT
FH = FIRE HYDRANT
WM = WATER METER
WV = WATER VALVE
PTP = PINCHED TOP PIPE
UE= UTILITY EASEMENT
BL= BUILDING LINE
CL = CENTER LINE
IP= IRON PIPE
IR= IRON ROD
FND = FOUND
Ⓜ = MANHOLE
STM = STORM
SAN = SANITARY
= CHAIN LINK FENCE
= WOOD FENCE
= PICKET FENCE
= BARBWIRE FENCE
CLFP = CHAIN LINK FENCE POST
WFP = WOOD FENCE POST
IFP = IRON FENCE POST
BFP = BARBWIRE FENCE POST
EOP = EDGE OF PAVEMENT
= CONCRETE/ASPHALT/BRICK/TILE
= BOUNDARY LINE
= ADJOINING PROPERTY LINE

SURVEYORS NOTES

-SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY-
-SURVEY IS BASED ON TITLE COMMITMENT LISTED-
-ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN-
-THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS-
-BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.-
-THIS SURVEY IS CERTIFIED TO THE PEOPLE AND OR COMPANIES LISTED-

FLOOD INFORMATION

* THIS TRACT OR LOT - IS NOT - IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE " X " AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 480287 , MAP No. 48201C , PANEL No. 0210L , DATED 06-18-07
* THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BENCHMARK

REVISION No.	REVISION DATE	DESCRIPTION OF REVISION
1	-	-
2	-	-
3	-	-

JOB No. 2024-04-006

DART LAND SERVICES

14701 Saint Mary's Lane
Ste. 150
Houston, TX 77079
Office: 281-584-6688

METES AND BOUNDS DESCRIPTION
11.40-ACRES (496,734 SQUARE FEET.)
JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
HARRIS COUNTY, TEXAS

BEING 11.40 ACRES (496,734 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 11.40-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, passing at a distance of 50.00 feet, a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, continuing a total distance of 350.02 feet to a 5/8-inch iron rod with cap set for the **POINT OF BEGINNING**, and the southwest corner of the herein described tract;

THENCE North 00°38'17" West, continuing with the east line of said 122-acres tract, a distance of 986.85 feet, to the southwest corner of that certain tract of land described as 31.159-acres tract recorded under C.C.F. NO. V256093, O.P.R.H.C.T., and the northwest corner of the herein described tract, from which a 5/8-inch iron rod found bears NORTH - 0.57 feet;

THENCE North 88°59'50" East, with the south line of said 31.159-acres tract, a distance of 468.25 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract, and the beginning of a curve to the right;

THENCE along the following courses over and through said 18.739-acres tract:

-(C1) along said curve to the right, having a curve length of 323.32 feet, a radius of 1160.00 feet, a delta angle of 15°58'11", and a chord bearing and distance of South 18°31'45" East, 322.28 feet to a 5/8-inch iron rod with cap (DART) set;
- South 88°02'40" West, a distance of 129.28 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°38'17" East, a distance of 392.17 feet, to a 5/8-inch iron rod with cap (DART) set;
- North 89°21'43" East, a distance of 132.95 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 02°07'38" West, a distance of 94.93 feet, to a 5/8-inch iron rod with cap (DART) set;
- South 00°29'41" West, a distance of 193.22 feet, to a 5/8-inch iron rod with cap (DART) set;

THENCE South 89°21'41" West, over and through said 18.739-acres tract, a distance of 562.55 feet, to the **POINT OF BEGINNING** and containing 11.40-Acres (496,734 Square feet) more or less.

Benjamin Jauma
R.P.L.S. No. 6417
May 10, 2024

STATE OF TEXAS
REGISTERED
BENJAMIN JAUMA
6417
PROFESSIONAL
LAND SURVEYOR

Job No. 2024-04-006
FIRM number 10194710

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Approve Resolution No. 2024-36, A Resolution Of The City Council Of The City Of Tomball, Texas, Declaring The Intention To Institute Proceedings To Annex Certain Territory; Describing Such Territory; Setting November 4, 2024 At 6 O'clock Pm As The Date And Time For Public Hearing At Which All Interested Parties Shall Have An Opportunity To Be Heard; Providing For Publication Of Such Notice Of Said Public Hearing; Directing Preparation Of A Municipal Service Plan For The Territory Proposed To Be Annexed (Being 4.339 Acres; 16000 FM 2920; HCAD 0402200010065 (189,008 Square Feet) Tract Of Land And Providing For Severability.

Background:

Approval of Resolution No. 2024-36 will declare the City's intention to annex the property that's within the City's ETJ, and to schedule the required public hearing. The approval of Resolution 2024-35 establishes the necessary contiguity for this tract of land.

The Local Government Code only requires one public hearing on proposed annexations. The staff's recommendation is that the public hearing be held during the Regular Council meeting on November 4, 2024.

The first reading of the ordinance to annex will be presented following the public hearing on November 4 2024; Second reading will be presented at the regular Council meeting on November 18, 2024.

Origination: Ernesto Quintanilla

Recommendation:

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

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____

Staff Member Date City Manager Date

RESOLUTION NO. 2024-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DECLARING THE INTENTION TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING NOVEMBER 4, 2024 AT 6 O'CLOCK PM AS THE DATE AND TIME FOR PUBLIC HEARING AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF SUCH NOTICE OF SAID PUBLIC HEARING; DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (BEING 4.339 ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739 ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F.NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.)); AND PROVIDING FOR SEVERABILITY.

* * * * * * * * * *

WHEREAS, International Commercial Development Enterprise, LLC, a Texas limited liability company, acting through its agent, Santos Gonzalez, is the owner (the "Owner") of a certain tract of land being 4.339 acres (189,008 square feet) tract of land situated in the John Edwards Survey, Abstract No. 20 and Chauncey Goodrich Survey, Abstract No. 311, in Harris County, Texas, being a portion of a called 18.739 acres recorded under County Clerk's File No. (C.C.F.No.) RP-2017-242129, Official Public Records, Harris County, Texas (O.P.R.H.C.T.) (the "Property"); and

WHEREAS, the Owner has petitioned that the City of Tomball annex the Property into the City of Tomball; and

WHEREAS, Texas Local Government Code, at Section 43.0673 requires a municipality to conduct one public hearing prior to the adoption of an ordinance annexing the Property;

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 to this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "**A**" attached hereto

and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 3. The City Council directs that the Council will hold a public hearing on November 4, 2024, at the City Council Chambers at 401 Market Street, Tomball, Texas 77375, at 6 o'clock p.m., where all interested persons will be provided the opportunity to be heard on the requests for annexation of a 4.339 acres tract of land as more fully described in the Exhibit "A".

Section 4. The City Secretary is directed to post notice of the public hearings in a newspaper of general circulation in the City once on or after the 20th day but before the 10th day before November 4, 2024.

Section 5. The City Secretary is directed to post notice of the public hearings on the City's website on or after the 20th day but before the 10th day before November 4, 2024, and must remain posted until the date of the hearing.

Section 6. The appropriate City departments are directed to prepare the Municipal Service Plan for the Property to include provisions for police protection; fire protection; solid waste collection, maintenance of water, wastewater, and gas facilities; operation and maintenance of roads and streets; operation and maintenance of parks, playground and swimming pools; and operation and maintenance of any other publicly owned facility, building, or service, as needed.

Section 7. In the event any clause phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this 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

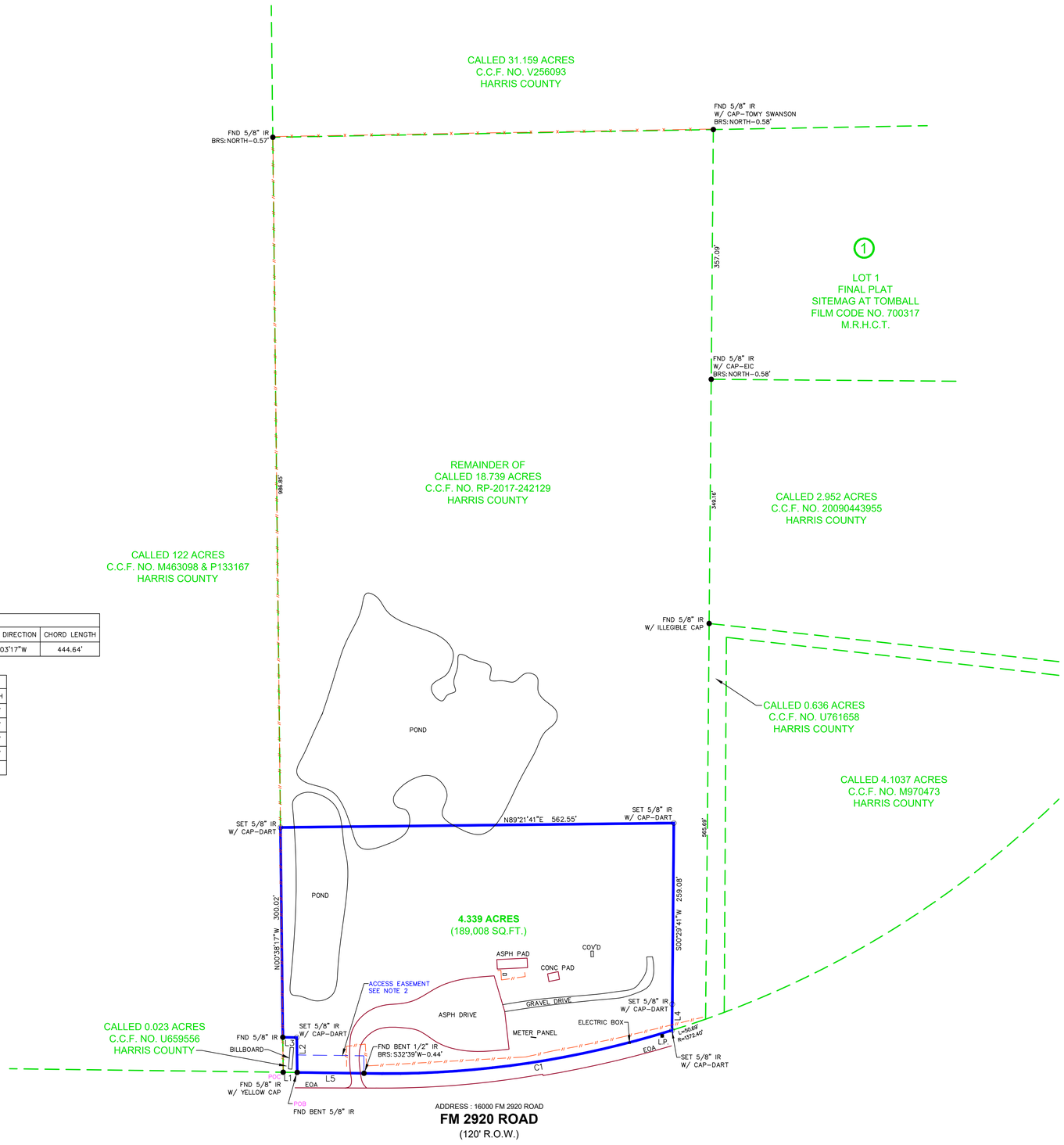
it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND RESOLVED this the _____ day of _____ 2024.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Tracylynn Garcia, City Secretary



ADDRESS : 16000 FM 2920 ROAD

FM 2920 ROAD

(120' R.O.W.)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	446.60'	1372.40'	18°38'42"	S82°03'17"W	444.64'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°16'00"W	20.00'
L2	N00°38'17"W	50.00'
L3	N89°16'00"W	20.00'
L4	S00°38'09"W	37.22'
L5	N89°16'00"W	95.61'

N

W E

S

0 40 80

1 INCH = 80 FEET

DART LAND SERVICES

14701 Saint Mary's Lane #150
Houston, Texas 77079
281-584-6688
orders@dartlandservices.com
http://www.dartlandservices.com

PROPERTY DESCRIPTION

BOUNDARY SURVEY FOR:

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8-INCH IRON ROD WITH YELLOW CAP FOUND IN THE NORTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF FM 2920 ROAD (120 FOOT WIDE), BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 122-ACRES TRACT RECORDED UNDER C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS 0.023-ACRES TRACT RECORDED UNDER C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) SOUTH 89°16'00" EAST, WITH THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, A DISTANCE OF 20.00 FEET TO A BENT 5/8-INCH IRON ROD FOUND FOR THE POINT OF BEGINNING, THE SOUTHEAST CORNER OF SAID 0.023-ACRES TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE (L2) NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 0.023-ACRES TRACT, A DISTANCE OF 50.00 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF SAID 0.023-ACRES TRACT, AND AN INTERIOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE (L3) NORTH 89°16'00" WEST, WITH THE NORTH LINE OF SAID 0.023-ACRES TRACT, A DISTANCE OF 20.00 FEET, TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 0.023-ACRES TRACT, AND AN EXTERIOR ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00°38'17" WEST, WITH THE EAST LINE OF SAID 122-ACRES TRACT, A DISTANCE OF 300.02 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET IN THE WEST LINE OF SAID 18.739-ACRES TRACT, BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89°21'41" EAST, OVER AND THROUGH SAID 18.739-ACRES TRACT, A DISTANCE OF 562.55 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00°29'41" WEST, OVER AND THROUGH SAID 18.739-ACRES TRACT, A DISTANCE OF 259.08 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET FOR AN ANGLE POINT IN THE EAST LINE OF THE HEREIN DESCRIBED TRACT;

THENCE (L4) SOUTH 00°38'09" WEST, OVER AND THROUGH SAID 18.739-ACRES TRACT, A DISTANCE OF 37.22 FEET, TO A 5/8-INCH IRON ROD WITH CAP (DART) SET IN THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE (C1) ALONG A CURVE TO THE RIGHT WITH THE NORTHERLY R.O.W. LINE OF SAID FM 2920 ROAD, HAVING A CURVE LENGTH OF 446.60 FEET, A RADIUS OF 1372.40 FEET, A DELTA ANGLE OF 18°38'42", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°03'17" WEST, 444.64 FEET TO THE END OF SAID CURVE, FROM WHICH A BENT 1/2-INCH IRON ROD FOUND BEARS SOUTH 32°39' WEST, 0.44 FEET;

THENCE (L5) NORTH 89°16'00" WEST, WITH THE NORTH LINE OF SAID FM 2920 ROAD, A DISTANCE OF 95.61 FEET, TO THE POINT OF BEGINNING AND CONTAINING 4.339-ACRES (189,008 SQUARE FEET) MORE OR LESS

I, BENJAMIN JAUMA, DO HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND , IN ACCORDANCE WITH THE INFORMATION PROVIDED TO ME AND THAT IT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY. THERE WERE NO ENCROACHMENTS APPARENT ON THE GROUND EXCEPT AS SHOWN HEREON, THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.

STATE OF TEXAS
REGISTERED
05/15/24
BENJAMIN JAUMA
6417
PROFESSIONAL
LAND SURVEYOR

BENJAMIN JAUMA, REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS REGISTRATION No. 6417

PROJECT INFORMATION

ADDRESS: 16000 FM 2920 ROAD, TOMBALL, TEXAS 77377
PURCHASER: -
LENDER: -
TITLE COMPANY: -
GF#: -
DRAFTER: 05-13-24/TR
CHECKER: 05-13-24/BJ
FIELD CREW: 04-19-24/AP
KEY MAP #: 287M

GENERAL NOTES

1.) SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2.) SUBJECT TO ACCESS EASEMENT AS RECORDED UNDER COUNTY CLERK'S FILE NO U659566, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS.
3.) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4.) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
5.) THIS SURVEY MEETS THE STANDARDS FOR A LAND SURVEY IN THE STATE OF TEXAS AS DEFINED IN THE MANUAL OF PRACTICE BY TEXAS SOCIETY OF PROFESSIONAL SURVEYORS.
6.) THIS SURVEY IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND IS VALID FOR THIS TRANSACTION ONLY. ANY LOSS RESULTING FROM UNAUTHORIZED USE SHALL NOT BE THE RESPONSIBILITY OF DART LAND SERVICES. USE OF THIS SURVEY, BY ANY PARTIES OTHER THAN THE PAYING CLIENT OF THE TRANSACTION DATED TODAY, SHALL BE AT THE USER'S OWN RISK.
7.) ALL BEARINGS ARE BASED ON RECORDED DEED.
8.) FENCES OVERLAP PROPERTY LINES AS SHOWN.

LEGEND

POC = POINT OF COMMENCING
POB = POINT OF BEGINNING
RCP = REINFORCED CONCRETE PIPE
COV'D = COVERED
LP = LIGHT POLE
PP = POWERPOLE
CONC= CONCRETE
HB = HIGHBANK
AE = AERIAL EASEMENT
PE = PEDESTAL EASEMENT
EOA = EDGE OF ASPHALT
FH = FIRE HYDRANT
WM = WATER METER
WV = WATER VALVE
PTP = PINCHED TOP PIPE
UE= UTILITY EASEMENT
BL= BUILDING LINE
CL = CENTER LINE
IP= IRON PIPE
IR= IRON ROD
FND = FOUND
⦶ = MANHOLE
STM = STORM
SAN = SANITARY
= CHAIN LINK FENCE
= WOOD FENCE
= IRON FENCE
= BARBWIRE FENCE
CLFP = CHAIN LINK FENCE POST
WFP = WOOD FENCE POST
IFP = IRON FENCE POST
BFP = BARBWIRE FENCE POST
EOP = EDGE OF PAVEMENT
= CONCRETE/ASPHALT/BRICK/TILE
= BOUNDARY LINE
= ADJOINING PROPERTY LINE

SURVEYORS NOTES

-SURVEYOR HAS NOT ABSTRACTED SUBJECT PROPERTY-
-SURVEY IS BASED ON TITLE COMMITMENT LISTED-
-ALL BUILDING LINES AND EASEMENTS ARE PER RECORDED PLAT UNLESS OTHERWISE SHOWN-
-THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS-
-BUILDER MUST VERIFY ALL BUILDING LINES, EASEMENTS, BUILDING LINE RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES, IF ANY, THAT MAY AFFECT SUBJECT PROPERTY, BEFORE STARTING CONSTRUCTION.-
-THIS SURVEY IS CERTIFIED TO THE PEOPLE AND OR COMPANIES LISTED-

FLOOD INFORMATION

* THIS TRACT OR LOT IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE "X" AS LOCATED BY FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA BY COMMUNITY No. 480287 , MAP No. 48201C , PANEL No. 0210L , DATED 06-18-07
* THIS INFORMATION IS BASED ON GRAPHICAL PLOTTING ONLY. WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.

BENCHMARK

REVISION No.	REVISION DATE	DESCRIPTION OF REVISION
3	-	-
2	-	-
1	-	-

JOB No. 2024-04-006

DART LAND SERVICES

14701 Saint Mary's Lane
Ste. 150
Houston, TX 77079
Office: 281-584-6688

METES AND BOUNDS DESCRIPTION
4.339-ACRES (189,008 SQUARE FEET.)
JOHN EDWARDS SURVEY, ABSTRACT NO. 20 &
CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311
HARRIS COUNTY, TEXAS

BEING 4.339-ACRES (189,008 SQUARE FEET) TRACT OF LAND SITUATED IN THE JOHN EDWARDS SURVEY, ABSTRACT NO. 20 AND CHAUNCEY GOODRICH SURVEY, ABSTRACT NO. 311, IN HARRIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.739-ACRES RECORDED UNDER COUNTY CLERK'S FILE NO. (C.C.F. NO.) RP-2017-242129, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 4.339-ACRES TRACT MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING At a 5/8-inch iron rod with yellow cap found in the northerly Right-Of-Way (R.O.W.) line of FM 2920 Road (120 foot wide), being the southeast corner of that certain tract of land described as 122-acres tract recorded under C.C.F. NO. M463098 & P133167, O.P.R.H.C.T., and the southwest corner of that certain tract of land described as 0.023-acres tract recorded under C.C.F. NO. U659556, O.P.R.H.C.T.;

THENCE (L1) South 89°16'00" East, with the northerly R.O.W. line of said FM 2920 Road, a distance of 20.00 feet to a bent 5/8-inch iron rod found for the **POINT OF BEGINNING**, the southeast corner of said 0.023-acres tract and the southwest corner of the herein described tract;

THENCE (L2) North 00°38'17" West, with the east line of said 0.023-acres tract, a distance of 50.00 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of said 0.023-acres tract, and an interior angle point of the herein described tract;

THENCE (L3) North 89°16'00" West, with the north line of said 0.023-acres tract, a distance of 20.00 feet, to a 5/8-inch iron rod found for the northwest corner of said 0.023-acres tract, and an exterior angle point of the herein described tract;

THENCE North 00°38'17" West, with the east line of said 122-acres tract, a distance of 300.02 feet, to a 5/8-inch iron rod with cap (DART) set in the west line of said 18.739-acres tract, being the northwest corner of the herein described tract;

THENCE North 89°21'41" East, over and through said 18.739-acres tract, a distance of 562.55 feet, to a 5/8-inch iron rod with cap (DART) set for the northeast corner of the herein described tract;

THENCE South 00°29'41" West, over and through said 18.739-acres tract, a distance of 259.08 feet, to a 5/8-inch iron rod with cap (DART) set for an angle point in the east line of the herein described tract;

THENCE (L4) South 00°38'09" West, over and through said 18.739-acres tract, a distance of 37.22 feet, to a 5/8-inch iron rod with cap (DART) set in the northerly R.O.W. line of said FM 2920 Road, being the southeast corner of the herein described tract;

THENCE (C1) along a curve to the right with the northerly R.O.W. line of said FM 2920 Road, having a curve length of 446.60 feet, a radius of 1372.40 feet, a delta angle of 18°38'42", and a chord bearing and distance of South 82°03'17" West, 444.64 feet to the end of said curve, from which a bent 1/2-inch iron rod found bears South 32°39' West, 0.44 feet;

THENCE (L5) North 89°16'00" West, with the north line of said FM 2920 Road, a distance of 95.61 feet, to the **POINT OF BEGINNING** and containing 4.339-Acres (189,008 Square feet) more or less.

Benjamin Jauma
R.P.L.S. No. 6417
May 13, 2024

STATE OF TEXAS
REGISTERED
BENJAMIN JAUMA
6417
PROFESSIONAL
LAND SURVEYOR

Job No. 2024-04-006
FIRM number 10194710

Regular City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Approve, on First Reading, Resolution No. 2024-33-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 Kara Miles Hair (KMH Studio), LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 22525 Hufsmith-Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed $10,000.00.

Background:

On September 10, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Kara Miles Hair (KMH Studio), LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-33-TEDC

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____

Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL
ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: October 7, 2024

SUBJECT: Kara Miles Hair (KMH Studio), LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Kara Miles, Owner of Kara Miles Hair (KMH Studio), LLC for funding assistance through the TEDC's Rental Incentive Program for a new hair salon.

Mrs. Miles currently operates KMH Studio at their existing location in The Woodlands. She plans to relocate her business to the 22525 Hufsmith Kohrville Road, Bldg. 1-Suite 1-C where she will have room for the growth that she has been needing for quite some time. The space is approximately 1,625 square feet located in the Hufsmith Kohrville Business Park.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed $10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of $3,581.00 for the first 12 months. The proposed grant amount is $10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

FROM THE DESK OF

Kara Miles Hair Studio, LLC

September 4, 2024

Tiffani Wooten
Assistant Director
29201 Quinn Rd., Suite B
Tomball, Texas 77375

Good-afternoon,

I am writing to respectfully request the Tomball Economic Development Council's consideration for the renters incentive grant for my business, Kara Miles Hair Studio, LLC ("KMH Studio"). KMH Studio is a hair salon currently located in The Woodlands, TX. Over the past six years we have been dedicated to serving local women, striving to make each client look and feel their absolute best. We are eager to bring our passion and expertise over to Tomball.

Kara Miles Hair Studio will be moving off Hufsmith-Kohrville in a new business park, next to a handful of other locally owned small businesses. We are excited to have found this space, as it gives us the room for the growth we have been seeking for quite some time. The space will need to be completely built out as a hair salon. I will be investing my own money into some of the buildout, along with all of the furnishings and equipment. Total, I am looking at around $60,000.

Considering most of this project is self funded, I am extremely grateful for any financial assistance. I intend to use the grant funds to further invest in my business and educate my young stylists. That way we can continue to serve the women of Tomball providing them with the highest quality hair care products and an excellent service experience.

Thank you in advance for considering KMH Studio for your Renter's Incentive Grant program.

Kind regards,
Kara Baker Miles
Owner, Kara Miles Hair Studio, LLC

Rental Incentive Application Fillable

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

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

Business Owner Applicant Information

Name of Business: Kara Miles Hair Studio

Current Business Physical Address: 26820 kuykendhal rd

City, State & Zip: The Woodlands,tx 77354

Mailing Address: 7915 lookout hill dr

City, State & Zip: Magnolia tx 77354

Business Phone: 832 283 4233

Business Website: kmhstudio.com

Business Owner Name: Kara Baker Miles

Applicant's Name (if different):

Position /Title: Owner/Stylist

Phone and Email: 713 677 4531 karabaker31@gmail.com

Nature of Business: Hair Salon

NAICS Code: _____

Legal Form of Business:

x□ Sole Proprietor

□ Partnership Number of Partners _____ □ Corporation

Rental Incentive Application Fillable

Hours Open: 9:30am-7:00pm

Employees

Full Time Employees (40 hours per week): 2

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

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

No x Yes □ (please explain)

_____

_____

Moving and Space Improvement Cost and Funding Information Investment Data

Tenant Space Improvement (finish) $ 100,000

Landlord Space Improvement (finish) $ 57,000 TI allowance

Equipment and Display $ 20,000

Product Stock (for Opening) $ 5,000

Marketing (First Year) $ 2,000

Sources of Funding for Move/Expansion

Funds invested by owner $ 50,000

Funds from other sources* $ 57,000 TI allowance

Total estimated cost to move/expand $ 150,000

* Source of Funding and Amounts _____

New Lease Property Information

Address of space to be leased: 22525 hufsmith - kohrville road tomball tx 77375

Total amount of square feet to be leased and occupied: 1625sqft

Term of lease (minimum 3 years): 5 years

Gross rental rate $ 3,581 per month $ 2.20 per s.f.

Additional lease terms and other monthly charges:

Monthly CAM charges, $.30 per month per sqft ($487 per month)

Indicate any rate increases: 2% rent increase each year

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

Rental Incentive Application Fillable

which are crucial for attracting and retaining customers. This financial relief would also help provide a buffer against unexpected expenses and slow periods which can be particularly challenging for a small business in their early stages.

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

Opening a hair salon in the area will bring several benefits and enhancements to the community. Firstly, it will create job opportunities, offering positions for hairstylists, receptionists, and support staff, thereby contributing to local employment and economic growth. Secondly, a well-run salon can enhance the area's aesthetic appeal and vibrancy, drawing more foot traffic and encouraging other businesses to set up nearby, thus fostering a more dynamic and thriving local economy. Additionally, by providing high-quality hair care and grooming services, the salon will offer residents a convenient and stylish option for personal grooming, enhancing their overall quality of life. Furthermore, the salon can become a community hub, hosting events, collaborations with local artists, or charity fundraisers, which will help build a stronger sense of community and engagement. Overall, the hair salon will not only contribute to the local economy but also enhance the social and cultural fabric of the area.

Certification

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

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

Rental Incentive Application Fillable

Printed Name of Principal Owner Signature Kara Baker Miles

Date September 3, 2024

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

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

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

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

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

Property Address: _____

Property Owner of Record: _____
Mailing Address: _____
City, State & Zip _____
Phone: _____ Email: _____
Name(s) of Authorized Signatories: _____

Name of Management Company: _____
Name of Representative/Contact Person: _____
Management Company Address: _____ City, State & Zip _____ Phone: _____ Email: _____

Name of proposed business at site:

TOMBALL
ECONOMIC DEVELOPMENT CORP.

NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

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

Property Address: 22525 Hufsmith Kohrville Road, Tomball, TX 77375

Property Owner of Record: Hufsmith Kohrville Business Park LLC
Mailing Address: 16023 Rudgewick Lane
City, State & Zip Spring, TX 77379
Phone: 832-953-3000 Email: development@lonestardevelopment.com
Name(s) of Authorized Signatories: Matthew Lawrence, Bill Lawrence, Jason Snell

Name of Management Company: Lone Star Development
Name of Representative/Contact Person: Matthew Lawrence
Management Company Address: 16023 Rudgewick Lane
City, State & Zip Spring, TX 77379
Phone: 346-225-9590 Email: matt@lonestardevelopment.com

Name of proposed business at site:

Kara Miles Hair

Name of business owner:

Kara Miles

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

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1625

Term of lease: 5 years

Gross rental rate $2.20 per month $26.4 per s.f.

Additional lease terms and other monthly charges: $.30 in CAM Charges

Indicate any rate increases: 2% Rental Rate increases in base rent per year.

Is the subject space currently vacant? Yes ■ No □

If yes, how long has the space been vacant? 4 months

Name of previous tenant: New Build

Previous Rental Rate: $NA Per Month $ NA Per Square Foot

CERTIFICATIONS

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

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

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

Subject Property: YES ■ NO □ (Please explain on supplemental sheet)

Other Properties: YES ■ NO □ N/A □

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

Subject Property: YES □ NO ■ (Please explain on supplemental sheet)

Other Properties: YES □ NO ■ N/A □

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

□ YES (Please explain on supplemental sheet)

■ NO

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

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

Matthew Lawrence

Printed Name of Property Owner/Landlord

Matthew Lawrence

Signature

09/03/2024

Date

COMMERCIAL NNN LEASE

BETWEEN

HUFSMITH KOHRVILLE BUSINESS PARK LLC,
a Texas Limited Liability Company

and

Kara Miles Hair
for property located in:

HUFSMITH KOHRVILLE BUSINESS PARK
BUILDING 1 - Suite 1-C,
22525 HUFSMITH KOHRVILLE ROAD
TOMBALL, TEXAS 77375

SUMMARY OF BASIC LEASE PROVISIONS

In addition to the terms which are defined elsewhere in this Lease, the following terms are used in this Lease:

DATE LEASE SIGNED:

LANDLORD:	**HUFSMITH KOHRVILLE BUSINESS PARK, LLC** **A Texas Limited Liability Company**
TENANT:	**Kara Miles Hair**
LEASED PREMISES:	**Suite 1-C IN BUILDING 1**
CONSISTING OF:	**APPROXIMATELY 1,625 SQUARE FEET OF RENTABLE SPACE**
TERM:	**60 Months**
BASE RENT:	**$2.00 PER SQUARE FOOT PER MONTH**
GUARANTOR(S):	**Kara Miles**
BROKERS:	**Landlord's Broker: None** **Tenant's Broker: None**

INTERPRETATION:

In the event of any conflict between this Summary of the Basic Lease Provisions ("Summary") and the balance of this Lease (including exhibits), the latter shall control. Each of the terms defined and set forth in this Summary shall be construed in conjunction with the remainder of this Lease, particularly the referenced portions thereof.

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LEASE

This Lease ("**Lease**") is entered into by **Hufsmith Kohrville Business Park, LLC**, a Texas limited liability company, as "**Landlord**" or assigns, and **Kara Miles Hair** as "**Tenant**."

SECTION 1. BUSINESS TERMS AND AGREED DEFINITIONS

The following terms shall have the indicated meanings when used in this Lease, unless the context otherwise clearly requires.

A. **Buildings.** Collectively, the buildings located on the Land, and the parking, drives and outside storage area (if any) which service the Buildings, as shown on the site plan attached hereto and made a part hereof as **Exhibit "B".** The Buildings are located in the location shown on **Exhibit "B"** with minor variances, which commonly occur in connection with layouts of buildings and/or the pouring of foundations. The estimated aggregate square footage of the business park is **44,098 square feet**.

B. **Land.** The Land described on **Exhibit "A"**, which is attached hereto and made a part hereof.

C. **Leased Premises.** That portion of Building **1** comprising approximately **1,625** square feet, including office space and warehouse space (as described on **Exhibit "B",** attached hereto and made a part hereof) located on the Land and known as Suite **Suite 1-C**.

D. **Commencement Date.** The earlier to occur of (a) **10/1/2024** or (b) the date upon which Tenant takes possession of any part of the Leased Premises.

E. **Term.** The period that begins on **10/1/2024** and ends on **9/30/2029** or, (if the Commencement Date is not the first day of the calendar month) ends on the last day of the month after **60 Months** has lapsed unless sooner terminated in accordance with the provisions of this Lease.

F. **Base Rent (Annual per S.F. and Monthly $).** Base Rent shall be paid according to the following schedule, subject to the provisions of Section 4 hereof. As used herein, "Lease Month" shall refer to each full calendar month of the Term, commencing as of the Commencement Date. Notwithstanding the foregoing, in the event that the Commencement Date occurs on a day other than the first day of a calendar month, the first Lease Month pursuant to the schedule below shall commence the first day of the calendar month following the month in which the Commencement Date occurs.

Continued on the next page:

Period	Monthly Base Rent per SF	Monthly Base Rent	Annual Base Rent
Months 1 - 12	**$ 2.20**	**$ 3,581**	**$ 42,973**
Months 13 – 24	**$ 2.25**	**$ 3,653**	**$ 43,832**
Months 25 – 36	**$ 2.29**	**$ 3,726**	**$ 44,709**
Months 37 – 48	**$ 2.34**	**$ 3,800**	**$ 45,603**
Months 49 – 60	**$ 2.39**	**$ 3,876**	**$ 46,515**

The Base Rent due for the first (1st) Lease Month during the Term shall be paid by Tenant to Landlord contemporaneously with Tenant's execution hereof. If Tenant fails to timely pay any amounts due under this lease when due or if any payment of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease, at law, or in equity for Tenant's failure to make timely payments with good funds.

G. **Additional Rent: (Monthly)**. In addition to Base Rent, Tenant shall be responsible for Tenant's Proportionate Share of Operating Costs (otherwise known as CAM charges) as set forth in Section 5 below. The initial estimate of Tenant's Proportionate Share of Operating Costs is **$.30** per month per square foot.

H. **Pre-Payment of Security Deposit and First Month's Rent.** Payment in the amount of **(1) $ 4062.50** (the "Security Deposit"), and **(2) $ 4062.50**, representing the first full month's rent and the initial estimate of Tenant's Proportionate Share of monthly Operating Costs is due immediately.

I. **Permitted Use.** Office and Warehouse use only, including general administrative and sales offices, warehousing and distribution uses and all other related lawful uses. Tenant may not use the Leased Premises or any portion thereof for any of the uses described on **Exhibit "G"** ("Prohibited Uses").

J. **Tenant's Address.** Tenant's address for notice purposes per Section 18 is:

Tenant Name: **Kara Baker**
Address: **7915 Look Out Hill Dr**
City, State, and Zip: **Magnolia, TX 77354**

K. **Commissions.** Landlord shall be responsible for and shall pay the real estate commissions due to ("Tenant's Broker"), in accordance with the terms set forth in a separate agreement entered into between Landlord and Broker.

L. **Landlord's Address.** Landlord's address for notice purposes per Section 18 is:

Hufsmith Kohrville Business Park, LLC.

C/O 16023 Rudgewick Lane, Spring, Texas 77379
hkbp@lonestardevelopment.me – **(281) 401-9777 voice (346) 298-6536 fax**

M. **List of Exhibits.**

Exhibit "A":	Legal Description of Land
Exhibit "B":	Site Plan for Leased Premises
Exhibit "C":	Construction Rider
Exhibit "D":	Estoppel Certificate for Prospective Purchaser or Lender
Exhibit "E":	Rules & Regulations
Exhibit "F":	Hazardous Substances Provisions
Exhibit "G":	Prohibited Uses
Exhibit "H":	Commencement Date Agreement
Exhibit "I":	Guaranty of Lease
Exhibit "J":	Tenant's Insurance Requirements

N. **(Intentionally Left Blank)**

O. **Tenant's Proportionate Share**. Shall initially mean **3.68 %**, or the percent derived by dividing the square footage of the Leased Premises by the total number of square feet of rentable space within the Buildings. If Landlord constructs additional buildings, or adds on to any of the buildings, on the Land, Tenant's Proportionate Share set forth in this section shall be adjusted to reflect that Landlord has modified the square footage of the buildings on the Land.

P. **Guarantor**. Guarantor shall mean:

Kara Miles -

SECTION 2. LEASED PREMISES; COMMON AREAS; PARKING

A. **Existing Condition.** The Leased Premises shall be leased by Landlord to Tenant in its existing condition and state of repair, on an "AS-IS," "WHERE-IS" basis, and Landlord shall have no obligation to perform any construction work at the Leased Premises unless provided for herein. Landlord will, however, be responsible for Landlord's repair obligations described in Section 10.

B. **Leased Premises.** Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord.

(1) Tenant, at Tenant's cost, shall be responsible for obtaining a certificate of occupancy/compliance or equivalent certificate from the applicable governmental agency, including a temporary certificate of occupancy (collectively, a "**Certificate of Occupancy**") to the extent Landlord has not already obtained the same so that Tenant may occupy the Leased Premises. If necessary, Landlord will reasonably cooperate with Tenant in obtaining such Certificate of Occupancy.

(2) Landlord reserves the right to place utility lines over and under the Land, so long as the same are around the perimeter of the Land and do not unreasonably interfere with Tenant's use of the Leased Premises. Any such utility lines will be reflected in recorded easements showing the specific location of the easements.

(3) Tenant's construction of its initial improvements or alterations for its initial occupancy within the Leased Premises shall comply with the terms of **Exhibit "C"** attached hereto. Landlord will reimburse Tenant up to **$ 56,875.00** (herein, the "Allowance") for Tenant's Work (as defined in **Exhibit "C"** attached hereto). Such Allowance payment will be paid to Tenant within thirty (30) days after (a) completion of all Tenant's Work to Landlord's satisfaction, (b) upon Landlord's satisfaction that all bills related to the Tenant Work have been paid to Tenant's contractors, subcontractors and professionals, including final lien waivers with respect thereto for the work completed to date, in form and substance reasonably satisfactory to Landlord, (c) upon Tenant's submittal of all documentation required under Section 3(c) of **Exhibit "C"**, and (d) Tenant's commencement of business in the Leased Premises.

(4) Other than Tenant's Work, Tenant may not construct any alterations or make any changes to the Leased Premises unless Tenant has received the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may make non-structural, cosmetic alterations to the Leased Premises the cost of which does not exceed $10,000 in any one calendar year without Landlord's consent.

(5) Tenant shall have no authority to place any lien upon the Leased Premises and any attempt to do so shall be void from its inception and of no force or effect. If a lien is attached to the Land or the Premises, then, in addition to any other right or remedy of Landlord hereunder, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for any of the aforesaid purposes including but not limited to, reasonable attorneys' fees, shall be paid by Tenant to Landlord within thirty (30) days after demand and Additional Rent. Tenant shall within ten (10) days

of receiving such notice of lien or claim have such lien or claim released of record. Tenant's failure to comply with the provisions of the foregoing shall be deemed an Event of Default entitling Landlord to exercise all of its remedies therefor without the requirement of any additional notice or cure period.

(6) All improvements, additions, equipment, and fixtures installed in the Leased Premises (except for Removable Trade Fixtures as defined in Section 10.B. below which are actually removed in accordance with Section 10.B, at the termination of Tenant's right to possession hereunder) shall belong to Landlord. At the termination of this Lease, Landlord may at Landlord's option, require the removal of all improvements, additions, equipment, and fixtures that were installed by the Tenant.

(7) Tenant is not permitted to alter locks and other security devices at the Leased Premises.

C. **Common Areas**. Landlord hereby grants to Tenant during the term of this Lease, a license to use, in common with the others entitled to such use, the Common Areas as they from time to time exist, subject to the rights, powers and privileges herein reserved to Landlord. The term "Common Areas" as used herein will include all areas and facilities outside the Leased Premises that are provided and designated for general use and convenience of Tenant and other tenants within the Buildings and Land. Common Areas may include but are not limited to pedestrian sidewalks, landscaped areas, roadways, parking areas, and rights of way, if any. All Common Areas and other facilities in or about the Buildings provided by Landlord shall be subject to the exclusive control and management of Landlord.

D. **Parking**. Tenant shall be entitled to park in common with other Building tenants of Landlord and shall be entitled to utilize any unassigned tenant parking spaces in the Common Areas, but leaving a corridor for the passage of other vehicles. No Tenants may park within any common drives. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants of the Building in the use of parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among Tenant and other tenants of the Building. Landlord may designate parking spaces in the Common Areas for the handicapped visitors to the Building and other tenants.

SECTION 3. COMMENCEMENT DATE AGREEMENT

Landlord may, at its sole option, refuse to tender possession or keys to the Leased Premises to Tenant until Tenant executes a Commencement Date Agreement in the form attached hereto as **Exhibit "H"** acknowledging the Commencement Date of this Lease; provided, however, that failure by Tenant to execute the same shall in no manner affect or delay the actual Commencement Date of this Lease.

SECTION 4. RENT.

All sums required to be paid by Tenant under this Lease constitute "rent." The term "rent" or "rental", when used in this Lease, includes Base Rent, Additional Rent and all other sums payable hereunder. Tenant's rent payments shall be made to Landlord at Landlord's address stated in Section 1.L. above, or at any other address that Landlord may specify by written notice to Tenant. Landlord shall provide Tenant written notice of any change of address at least thirty (30) days prior to the due date of any rent payments to be made at any address other than that stated in Section 1.L. above. No payment made by Tenant or received by Landlord in an amount less than the amount herein stipulated shall be deemed to be other than a partial payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or any other sum payable hereunder be deemed an accord and satisfaction, and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such amount from Tenant or to pursue any other remedy in this Lease or by law provided.

Tenant must pay all rent and all other charges by utilizing Landlord's online payment portal (TWA). Tenant will be provided a web-link which will allow for Tenant to create a secure login to the TWA portal. All payments of rent or other charges shall be made utilizing this TWA portal. Additionally, any and all requests for service, maintenance or other requests must be made via the TWA portal.

Beginning with the Commencement Date and continuing thereafter until the expiration of the Term (as the same may be extended), Tenant agrees to pay Landlord the rent provided above in advance, without notice or demand, on the first (1st) day of every month during the Term of this Lease. Time is of the essence in payment of all rent and other amounts due Landlord hereunder, same being required for payment of mortgage debt service and other mortgage obligations of Landlord on the premises. If any monthly rent payment is not received by Landlord by the first (1st) day of the month in which such rent payment was due, Tenant shall pay, as Additional Rent, five percent (5%) of such amount due, and such late charge shall be due upon receipt of Landlord's written demand. Tenant shall also pay to Landlord, upon demand, $500.00 for each check tendered to Landlord in payment of rent or any other payment due Landlord hereunder, which is returned uncollected to Landlord. All rent shall be prorated for any partial month.

SECTION 5. ADDITIONAL RENT.

A. **Tenant's Obligation.** This Lease is what is commonly called a "Net, Net, Net Lease", it being understood that Landlord shall receive the Base Rental provided for herein free and clear of any Operating Costs (defined below). Tenant shall pay to Landlord in addition to Base Rent, the following, which shall be collectively referred to herein as "Additional Rent":

1. **Operating Costs.**

(a) Prior to the commencement of the Term of this Lease, and prior to the commencement of each calendar year during the Term of this Lease, Landlord may, at its option,

provide Tenant with a then current estimate of Operating Costs for the upcoming calendar year, and thereafter Tenant shall pay, as Additional Rent, in monthly installments in accordance with this Section 5, Tenant's Proportionate Share of the Landlord's estimate of the Operating Costs for the calendar year in question. Payments of Tenant's Proportionate Share of the Landlord's estimate of the Operating Costs shall be due and payable at the same time as Base Rent in accordance with Section 4 of this Lease. Landlord reserves the right to revise its estimate of Operating Costs from time to time during the calendar year by giving Tenant written notice to that effect. Thereafter, Tenant shall pay Additional Rent, in each of the remaining months of that year, in accordance with the revised estimate. The failure of Landlord to estimate Operating Costs and bill Tenant on a monthly basis shall in no event relieve Tenant of its obligation to pay the Tenant's Proportionate Share of Operating Costs. "Operating Costs" means the aggregate of all expenses paid or incurred by or on behalf of Landlord, whether structural, non-structural, foreseen or unforeseen, relating to the ownership, maintenance, repair, management and operation of the Buildings and Land and any sidewalks or any other areas related to the Buildings and Land which Landlord has a repair or maintenance obligation, determined on an accrual basis in accordance with generally accepted industry accounting standards, including, but not limited to, the following:

1) Wages and salaries of all employees engaged in the operation and maintenance of the Buildings and Land, including taxes, insurance and benefits relating thereto; provided, however, to the extent that such employees are engaged in the operation or maintenance of other projects, the wages and salaries of such employees shall be equitably allocated among all such projects such that only that portion of the wages and salaries of such employees allocable to the Buildings shall be included for purposes of calculating Operating Costs;

2) Costs of all supplies and materials used in the operation, maintenance, repair and management of the Buildings and Land;

3) Costs of water, sewage, power, natural gas, heating, lighting, air conditioning, ventilating, and other utilities furnished in connection with the operation of the Buildings and Land (excluding any costs billed to specific tenants);

4) Costs of all maintenance and service agreements for the Buildings and Land, including, but not limited to, security service, alarm service, window cleaning service, janitorial service, landscape maintenance, pest control and elevator maintenance;

5) Costs to maintain and repair the Structural Members (as defined in Section 10.A.) of the Buildings as well as the common elements of the Building;

6) Costs of all insurance carried by Landlord relating to the Buildings and Land, including, but not limited to, fire and extended coverage insurance, rental interruption insurance and liability insurance applicable to the Buildings and Land and Landlord's personal property used in connection therewith, together with any deductibles thereon, if applicable, together with any costs incurred by Landlord to recover insurance proceeds or settle insurance claims. In the event that during any operating year all or any

part of such coverage is written under a "blanket policy" or otherwise in such manner that Landlord was not charged a specific insurance premium applicable solely to the Buildings and Land, then in such event, the amount considered to be the insurance premiums with respect to such coverage for such operating year shall be determined in good faith by Landlord. If the insurance policies maintained by Landlord with respect to the Property contain a deductible, then Tenant, in the event of a loss, shall pay to Landlord Tenant's Proportionate Share thereof, based upon the amount of such deductible. Tenant's Share of such deductible amount shall be payable to Landlord within ten (10) days following receipt from Landlord of a statement therefor and payment thereof by Tenant shall be a condition precedent to Landlord's obligations to repair or restore the Leased Premises.

7) Costs of repairs and maintenance of the parking facilities and landscaping of the Buildings and Land;

8) Management fees not to exceed six percent (6%) of the gross rent generated by the Buildings ("Management Fees");

9) All net expenses properly allocable to any operating year for any capital improvement or structural repair incurred to reduce or limit increases in Operating Cost, or by any change in the laws, rules, regulations or orders of any governmental or quasi-governmental authority having jurisdiction or expenses resulting from normal repair or maintenance, which expenses shall be repaid in equal monthly installments together with interest at applicable rates over the lesser of the useful capital life of the capital improvement or structural repair or the operational savings payback period;

10) All Taxes relating to the Buildings and Land. For purposes hereof, the term "Taxes" means all taxes, impositions, assessments and all other governmental charges, if any, which are levied, assessed or imposed upon or become due and payable in connection with, or a lien upon, the Buildings or Land, or the operation thereof, (excepting federal and state taxes on income) including taxes levied by present or future taxing authorities and all taxes of whatsoever nature that are imposed in substitution for, or in lieu of, any of the taxes, impositions, assessments or other charges included in this definition of Taxes and including without limitation, any tax on rents, or other tax levied against Landlord or the Leased Premises in lieu of supplementing all or any portion of the foregoing taxes. Notwithstanding the foregoing, however, if in lieu of the whole or any part of any taxes or assessments levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on Landlord or the Leased Premises a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purpose hereof. However, Taxes excludes the portion, if any, of ad valorem taxes against the Leased Premises that is paid by tenants as a separate charge pursuant to Section 5.A.2 of this Lease.

11) (Intentionally Left Blank)

12) Legal and accounting expenses incurred with respect to the Buildings and Land, but excluding legal expenses related to the collection of rent or the sale, leasing or financing of the Buildings and Land.

(b) Expressly excluded from the definition of the term Operating Costs are:

1) Any and all collection costs, including legal fees and bad debt losses or reserves;

2) Replacement of capital investment items (other than those set forth in Section 5.A.1(a)(8) above);

3) Costs actually reimbursed by insurance proceeds;

4) Rent and similar commissions, excluding Management Fees set forth in 5.A.1(a)(7) above, advertising, and legal expenses related to negotiating and enforcing leases;

5) The cost of any repair made by Landlord because of the total or partial destruction of the Leased Premises or Buildings or the condemnation of a portion of the Leased Premises or Buildings;

6) Specific costs billed to and paid by specific tenants;

7) Depreciation;

8) Principal, interest, and other costs directly related to financing; and

9) Landlord's general corporate overhead and general administrative expenses.

(c) Within five (5) months after the end of each calendar year during the Term of this Lease, Landlord shall send a statement to Tenant setting forth the Operating Costs in reasonable detail for that year. If Tenant's Proportionate Share of Operating Costs exceeds the installments paid by Tenant under this Section 5.A.1, Tenant shall pay to Landlord the difference between Tenant's Proportionate Share of Operating Costs for that year and the aggregate amount paid by Tenant on account of Tenant's Proportionate Share for that year. The payment shall be made within thirty (30) days after Landlord renders the statement. If the installments paid by Tenant under this section exceed Tenant's Proportionate Share of Operating Costs, Landlord shall credit any excess to Tenant's next calendar year estimated payments.

2. **Other Taxes**. Additionally, Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest under this Lease

and all alterations, additions, fixtures, including Removable Trade Fixtures (hereafter defined), inventory and other property installed or placed or permitted at the Leased Premises by Tenant. Within thirty (30) days after notice from Landlord, Tenant shall furnish Landlord a true copy of receipts received by Tenant from the governmental authority or other taxing authority assessing such charge evidencing such payment.

3. **Left Blank**.

SECTION 6. SECURITY DEPOSIT

Tenant shall deposit the Security Deposit with Landlord to secure Tenant's faithful performance of all of Tenant's obligations under this Lease, in the amount shown in Section1.H. The Security Deposit shall be retained by Landlord throughout the Term of this Lease. Tenant agrees that if it should fail to pay rent when it is due, the Security Deposit may be applied by Landlord to the unpaid rent. Also, if Tenant fails to comply with any of the other obligations of Tenant under the Lease, Landlord may apply the Security Deposit to damages suffered by Landlord resulting from Tenant's noncompliance. Landlord shall not be obligated to apply the Security Deposit in the manner stated above, but may do so in addition to pursuing any of the other remedies available to Landlord under the Lease and the law on account of Tenant's noncompliance with Tenant's obligations. If Landlord should apply some or all of the Security Deposit to damages suffered by Landlord resulting from Tenant's noncompliance with its obligations, Tenant agrees to restore the Security Deposit upon receipt of Landlord's written demand. No interest shall accrue on the Security Deposit. Landlord may commingle the Security Deposit with other funds. If Tenant complies with all of Tenant's obligations, the Security Deposit shall be returned to Tenant within thirty (30) days after the end of the Term or any Extension Term, less any amounts that may then be due from Tenant to Landlord as set forth in an itemized list to be provided by Landlord describing the reasons for withholding any portion of the Security Deposit.

SECTION 7. SERVICES AND UTILITIES.

A. **Services**. Landlord shall at Landlord's expense (except as otherwise provided herein) maintain the Common Areas so that they are clean and free from accumulations of debris, filth, rubbish and garbage. The manner in which such Common Areas shall be so maintained, and the expenditures for such maintenance, shall be at the sole discretion of Landlord.

Landlord reserves the right from time to time to (a) make changes in the shape, size, location, number and extent of the land and improvements which constitute the Common Areas, provided that Landlord shall not impair the Tenant's ability to operate its business, except temporary impairments required by said changes; (b) make such improvements, alterations and repairs to the Common Areas as may be required by governmental authorities or by utility companies servicing the Buildings; and (c) construct, maintain and operate lighting and other facilities on all said areas and improvements and to police the same.

The use of the Common Areas shall be subject to such reasonable regulations and changes therein as Landlord shall make from time to time, including (but not by way of limitation) the right to close from time to time, if necessary, all or any portion of the Common Areas to such extent as may be legally sufficient, in the opinion of Landlord's counsel, to prevent a dedication thereof or the accrual of rights of any person or of the public therein; provided, however, Landlord shall do so at such times and in such manner as shall minimize any disruption to Tenant. **Landlord shall have no liability to Tenant, its employees, agents, contractors, invitees, or licensees for losses due to theft or burglary, or for damages done by unauthorized persons in the Premises or in or at the Building EVEN IF THE SAME RESULTS FROM THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF LANDLORD.**

B. Utilities. Tenant shall pay all costs incidental to rubbish removal, water, sewer, heat, air conditioning, internet, telephone and electric service for the Leased Premises directly to the service provider; provided, however, in the event such utilities are not separately metered by the service provider, Landlord reserves the right to install sub-meters and bill Tenant directly for the utilities utilized by Tenant (in addition to the cost of the individual meter) in an equitable manner, either on a monthly basis, or in such other manner as Landlord may reasonably determine. Tenant shall maintain all lighting fixtures in the Leased Premises and shall replace all bulbs and ballasts. Notwithstanding anything to the contrary contained in this Section 7.B, Landlord has elected to furnish highspeed internet service (including the related router and Wi-Fi unit) to the Leased Premises and Tenant agrees to purchase such internet service from Landlord at a cost not to exceed $200.00 per month, which shall be charged to Tenant as Additional Rent. Further, Landlord has negotiated a discounted rate with RingCentral for IP telephone service and Tenant is required to contract its telephone service for the Leased Premises through RingCentral. Finally, Tenant must use TruEnergy as their representative in connection with obtaining electric service for the Leased Premises. Notwithstanding anything to the contrary contained in this Section 7.B, if Landlord, in its sole option, elects to furnish other utilities directly to Tenant, Tenant agrees to purchase such utilities from Landlord, and shall pay as Additional Rent hereunder the reasonable rates established by Landlord for such services.

C. Access to Premises. Landlord reserves and shall at all times have the right to enter the Leased Premises at all reasonable times after reasonable prior notice to inspect same, to supply any service to be provided by Landlord to Tenant hereunder, to show the Leased Premises to prospective purchasers, mortgagees or tenants, and to alter, improve or repair the Leased Premises and any portion of the Buildings, without abatement of Base Rent or Additional Rent, and may for that purpose erect, use and maintain, scaffolding, pipes, conduits and other necessary structures in and through the Leased Premises where reasonably required by the character of the work to be performed, provided that the entrance to the Leased Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Leased Premises or any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Leased Premises, excluding Tenant's vaults and safes, or special security areas (designated in advance), and Landlord shall have the right to use any and all means that Landlord may deem necessary or proper to open said doors in an emergency, in order to obtain entry to any portion of the Leased Premises.

D. Interruption of Services. Landlord shall not be liable for any interruption in or failure

to furnish any services or utilities, and Tenant shall not be entitled to any damages resulting from such failure nor shall such failure relieve Tenant of the obligation to pay the Base Rent and Additional Rent reserved hereunder or constitute or be construed as a constructive or other eviction of Tenant. In the event any governmental entity promulgates or revises any statute, ordinance or building, fire or other code or imposes mandatory or voluntary controls or guidelines on Landlord or the Buildings or any part thereof, relating to the use or conservation of energy, water, gas, light or electricity or the reduction of automobile or other emissions or the provision of any other utility or service provided with respect to this Lease or in the event Landlord is required or elects to make alterations to any part of the Buildings in order to comply with such mandatory or voluntary controls or guidelines, Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines or make such alterations to the Buildings. Such compliance and the making of such alterations shall in no event entitle Tenant to any damages, relieve Tenant of the obligation to pay the full Base Rent and Additional Rent reserved hereunder or constitute or be construed as a constructive or other eviction of Tenant.

E. **No Eviction**. Landlord and its agents and representatives shall have the right to enter upon the Leased Premises for any and all of the purposes set forth in this Section and may exercise any and all of the foregoing rights without being deemed guilty of a forcible or unlawful entry into, or a detainer of, the Leased Premises, or an eviction, actual or constructive of Tenant from the Leased Premises, or any portion thereof, and without incurring, any liability to Tenant therefor.

SECTION 8. USE.

Tenant shall use the Leased Premises solely for the Permitted Use, as defined herein. Tenant shall not use the Leased Premises, or permit their use, for any other purpose, or for any Prohibited Use described in **Exhibit "G"**, without Landlord's express written consent. Tenant shall obtain, at its own cost and expense, any and all licenses and permits necessary for such use, except the Certificate of Occupancy, if applicable, which shall be the Landlord's responsibility. Tenant shall comply with all restrictions and easements applicable to the Leased Premises, and with all federal, state, municipal, and other laws, ordinances, rules and regulations of any governmental authority that apply to the use, construction, renovation, repair, operation, or occupancy of the Leased Premises, or to Tenant's business, or which pertain to health or the environment. Outside storage, including, without limitation, storage of trucks and other vehicles and the washing thereof at any time is prohibited without Landlord's prior written consent. Tenant shall not install, remove or alter the fixtures, equipment and facilities located in the Leased Premises and shall pay the cost of alterations to the Leased Premises that may be required to comply with all such restrictions, easements, laws, ordinances, rules and regulations. Without limiting the generality of the foregoing, Tenant shall fully comply with the provisions relating to "Hazardous Substances" set forth in **Exhibit "F"** and Prohibited Uses set forth in **Exhibit "G"**. Tenant shall not engage in any activity or permit any nature of construction by Tenant or any other condition at the Leased Premises which would cause Landlord's fire and extended coverage insurance to be canceled, or the rate therefor increased or cause the disallowance of any sprinkler credits, if the Buildings are sprinkled. Tenant shall comply with such safety recommendations and reasonable loss prevention and loss reduction recommendations as Landlord or Landlord's insurance carriers (or both) may, from time to time, request; and Tenant shall not make any unlawful use of the Leased Premises or permit any unlawful use thereof. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Leased Premises or commit any act which is a significant public nuisance or unreasonable annoyance to Landlord or to other tenants or occupants of the Buildings or Commercial

Park, or which might in the good faith judgment of Landlord, injure or depreciate the Leased Premises. Tenant shall comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with, the Leased Premises, all at Tenant's sole expense. Tenant shall further be responsible and liable for the safe and proper operation of any and all equipment within the Leased Premises, and shall be responsible for any training necessary for said safe and proper operation of equipment which shall include, but not be limited to, any conveyance devices such as top running electric cranes, hoists, jib cranes, forklifts, or any metal altering equipment such as welding or bending equipment. Any liabilities resulting from the unsafe operation of said equipment shall be the sole responsibility of Tenant. Tenant shall indemnify, hold harmless and defend Landlord in and against any and all claims resulting from the use of this or any other type of equipment on the Lease Premises, without limitation of any other indemnity contained in this Lease.

SECTION 9. SIGNS.

A. Tenant shall be responsible for the purchase, installation, and maintenance of any sign in the Leased Premises, or on the exterior of the Leased Premises; provided, Tenant shall not (1) make any changes to the exterior of the Leased Premises, or (2) install or maintain (a) any signs, window or door lettering, placards, decorations or advertising of any type, or (b) erect or install any exterior lights, decorations, balloons, flags, banners or painting, on the exterior of the Leased Premises, which may be viewed from the outside of the Leased Premises, or located elsewhere on the Building or the Commercial Park, without first obtaining Landlord's written consent, in Landlord's sole discretion. Any sign erected upon the Leased Premises must advertise and relate to occupants of the Leased Premises and not any other parties. Tenant shall be responsible for the removal of all signs upon termination of Tenant's rights to possession hereunder, all installations and removal of signs shall be made in such a manner as to avoid injury or defacement of any Building or other improvement, and Tenant shall be responsible, at Tenant's sole expense, for all repairs, repainting or replacements of any damage, injury or defacement to the Building facia surface or the Leased Premises (including without limitation, discoloration caused by such installation and/or removal). All signage and advertising of any type located on the exterior of the Leased Premises, which may be viewed from the outside of the Leased Premises, or located elsewhere on the Building or the Commercial Park shall conform in all respects to the sign criteria established by Landlord from time to time for the Building and/or the Commercial Park and shall be subject to the prior written approval of Landlord as to all elements of such signage and advertising, including but not limited to the construction, method of attachment, size, shape, height, lighting, color, and general appearance. If Tenant installs signage without Landlord's prior written consent, Landlord shall have the right to immediately remove any unauthorized signage, and Tenant shall pay, upon demand, all costs and expenses incurred by Landlord in connection with removing same.

B. Tenant shall have the non-exclusive right in common with any of the other tenants of the Building or Commercial Park, as applicable, upon Tenant's request and the written approval of Landlord, to utilize Landlord's electronic digital monument sign ("Electronic Digital Sign") in accordance with Landlord's digital advertising criteria and all applicable laws, ordinances and regulations. Tenant shall pay Landlord as Additional Rent a monthly fee of $ (to be determined) to utilize the Electronic Digital Sign. Tenant shall be strictly prohibited from submitting to Landlord or displaying any advertisement that (a) is false, misleading, deceptive, or defamatory; (b) is obscene or sexually explicit according to Landlord or the local community; or (c) in any manner advocates unlawful or violent action. If Tenant's advertising on the Electronic Digital Sign violates this Section 9.B or any other provision of this Lease,

Landlord shall have the right to immediately terminate Tenant's right to utilize the Electronic Digital Sign. Landlord shall not be liable for any interruption in or failure to provide Tenant advertising on the Electronic Digital Sign, and Tenant shall not be entitled to any damages resulting from such failure nor shall such failure relieve Tenant of the obligation to pay the Base Rent and Additional Rent hereunder.

SECTION 10. REPAIRS

A. Landlord's Obligations. Landlord will maintain all structural components ("Structural Members") of the Buildings, including, without limitation, the roof (but specifically excluding the roof membrane), foundation, exterior load-bearing walls, if any (excluding exterior windows and doors), the structural floor slabs, plumbing and sewer systems outside the Building and not serving the Premises exclusively, and all other structural elements of the Leased Premises, as well as the common elements of the Buildings, in good repair, reasonable wear and use excepted. Maintenance and repair expenses caused by acts or omissions of Tenant or Tenant's agents, employees, invitees, on contractors, shall be paid directly to Landlord by Tenant upon demand plus an administrative charge in an amount equal to ten percent (10%) of such costs, and shall not constitute an Operating Cost. Landlord shall not be liable for and, except as expressly otherwise provided Section 11 and Section 12 hereof, there shall be no abatement of Base Rent or Additional Rent with respect to any injury to or interference with Tenant's business arising from any repairs, maintenance, alteration or improvement in or to any portion of the Buildings, including the Leased Premises, or in or to the fixtures, appurtenances and equipment therein.

B. Tenant's Obligations. Tenant shall repair and maintain in good repair and order (other than those items which are Landlord's responsibility as set forth in Section 10.A above) and keep clean and orderly all portions of the Leased Premises, including, without limitation: window and door glass in the Leased Premises; loading docks; interior partition walls; doors; windows; floor coverings; interior side of structural walls; lights; overhead doors, including the painting thereof; internal cranes and equipment, electrical system and equipment; plumbing systems and equipment; heating ventilating and air conditioning systems and equipment ("HVAC"); fire protection systems and equipment; sprinkler systems and other systems and equipment used in connection with the Leased Premises. Without limiting the generality of the foregoing, Tenant shall keep the Leased Premises, service ways, and loading areas on the Leased Premises neat, clean, and free from dirt or rubbish at all times, and shall carefully store in an orderly manner all trash and refuse within the areas to be specified by Landlord and in addition to any other remedies available to Landlord, Landlord shall have the right to perform any obligations of Tenant under this Section 10.B if Tenant fails to perform any such obligation for a period of five (5) business days after Landlord has given Tenant written notice thereof (unless Tenant commences to cure and diligently pursues the curing of the same) and Tenant shall pay to Landlord the reasonable cost thereof plus an administrative fee equal to ten percent (10%) of Landlord's cost to perform such obligation. Landlord shall not be required to give notice if an emergency exists. An emergency shall exist if a condition or circumstance exists which if not remedied could result in possible damage to the Buildings or Leased Premises or property of others in excess of $10,000.00 or impair the operations of the mechanical, electrical or plumbing systems of the Leased Premises, or if the life, health or safety of any person could be endangered thereby. Notwithstanding anything to the contrary contained herein, any contractor or subcontractor performing repair and maintenance services on behalf of Tenant hereunder shall be approved in writing by Landlord.

Tenant shall, at its own cost and expense enter into a regularly scheduled preventative

maintenance/service contract with a maintenance contractor for serving heating and air conditioning systems within the Leased Premises. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Leased Premises. In the event Tenant fails to enter into or maintain such a contract during the Term, Landlord shall, in addition to any other remedies available to Landlord, have the option to enter into a regularly scheduled preventative maintenance/service contract on items for and on behalf of Tenant. In the event Landlord elects such option, Tenant shall reimburse to Landlord, as Additional Rent, all of Landlord's costs in connection with said contract, as well as Landlord's actual costs of repair and maintenance of the HVAC system. Tenant shall arrange for the regular pick-up of trash and refuse at Tenant's expense (unless notified that Landlord has elected to take over such responsibility, in which event such charges shall become a part of the Operating Costs) and regular extermination services. Tenant shall repair, maintain, and replace such construction (other than the Structural Members) and the devices and equipment installed therein and, if necessary, install additional devices and equipment (including, without limitation, any grease and oil traps and/or grease and oil receptors which the city or any other governmental entity having jurisdiction over the Leased Premises deems necessary to handle any liquid waste, grease, and oil produced at the Leased Premises), in a good and workmanlike manner and in accordance with all applicable laws and regulations governing such construction, devices, and equipment. In addition to any other remedies available to Landlord, Landlord shall have the right to perform any obligations of Tenant under this paragraph if Tenant fails to perform any such obligation for a period of five (5) days after Landlord has given Tenant written notice thereof (unless Tenant commences to cure and diligently pursues the curing of the same) and Tenant shall pay to Landlord the reasonable cost thereof plus an administrative fee equal to ten percent (10%) of Landlord's cost to perform such obligation.

Upon the termination of this Lease or upon the termination of Tenant's right to possession of the Leased Premises, Tenant shall surrender and deliver up to Landlord the Leased Premises broom-clean and in the same condition in which they existed on the Commencement Date, ordinary wear and tear excepted; however, such exception for ordinary wear and tear shall in no way relieve Tenant of its above-described obligations for repair, replacement and maintenance during the term of this Lease. Prior to the end of the Term or upon the termination of Tenant's right to possession of the Leased Premises or termination of this Lease, but subject to the lien and security interest and other rights of Landlord referred to in Section 15, Tenant shall remove Removable Trade Fixtures (hereinafter defined) (excluding, however, ducts, conduits, wiring, pipes, paneling or other wall coverings or floor coverings), and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal; and such removal must be effected without material damage to the Leased Premises and Tenant must promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following: all of Tenant's signs, counters, tables, chairs, desks, racks, merchandisers and displayers, standards, wall brackets, hang rods, shelves, mirrors, cash registers and other business machines, wall brackets and other equipment used by Tenant in its business operations that can be removed without materially damaging the Leased Premises. Removable Trade Fixtures shall not include, for purposes of Tenant's right to remove, items originally furnished or paid for by Landlord or replacements of such items. Unless Tenant shall have, at the time of the alteration, requested in writing and obtained Landlord's approval in writing of any item Tenant desires to remain on the Leased Premises after the termination of the Lease, Tenant shall at the expiration or termination of the Lease, if requested by Landlord in writing prior to the termination or expiration of the Term of this Lease, remove any or all alterations, additions, fixtures, equipment and other property installed or placed by Tenant or any

sublessee or assignee (as herein permitted) (regardless of whether Landlord's consent was obtained with respect to same) in the Leased Premises, and shall repair any damage caused by such removal and restore the Leased Premises to the condition thereof at the time of the commencement of the Term of this Lease, excepting only ordinary wear and tear, and damage hereunder not otherwise required to be repaired by Tenant.

If Tenant fails to remove any Removable Trade Fixtures or if Landlord requests in writing that Tenant remove any or all alterations, additions, fixtures, equipment and property installed or placed by it or any such sublessee or assignee in the Leased Premises and Tenant fails to comply with such request prior to the expiration or termination of the Term of this Lease, or if Tenant fails to repair any damage to the Leased Premises and/or the Buildings caused by its removal of any of the aforesaid, then Landlord shall have the right (but shall not be obligated) to remove such Removable Trade Fixtures and/or such other alterations, additions, fixtures, equipment or property installed or placed by Tenant in the Leased Premises (Tenant hereby waiving any damage caused thereby) or repair any such damage to the Leased Premises and/or Buildings are a part, and thereupon Tenant shall, at Landlord's election, on demand pay (or reimburse Landlord for) the reasonable cost of such removal and the reasonable cost of transportation and storage on any Removable Trade Fixtures (or other alterations, additions, fixtures, equipment and property installed or placed by Tenant in the Leased Premises) which Landlord elects to store pending disposition thereof, and the reasonable cost of repairing any such damage to the Leased Premises and/or Buildings, and, in addition, Tenant shall pay Landlord upon demand interest on all such sums at twelve percent (12%) per annum.

All plumbing or electrical wiring connections exposed as a result of the removal of Tenant's Removable Trade Fixtures, or other alterations, additions, fixtures, equipment and property installed or placed by it in the Leased Premises (if such removal is so requested by Landlord) shall be capped by Tenant in a safe and workmanlike manner. Use by Tenant in advertising, letterheads, or otherwise of any trade name or trademark used by Landlord shall be subject to such restrictions and regulations as Landlord may reasonably prescribe from time to time.

SECTION 11. CASUALTY DAMAGE.

A. **Repairs.** In the event of a fire or other casualty in the Leased Premises, Tenant shall immediately give notice thereof to Landlord. Except as otherwise provided below, Landlord shall use its reasonable efforts after receipt of insurance proceeds to cause the necessary repairs to the Leased Premises to be made with due diligence and reasonable dispatch; provided, however, that Landlord shall not be required to repair or replace furnishings, furniture, or other personal property which Tenant may be entitled to remove from the Leased Premises or any property improvement constructed and installed by or for Tenant. Subject to Landlord receiving insurance proceeds, Landlord shall make reasonable efforts to commence making the required repairs to the Leased Premises within thirty (30) days following the date of the casualty or other damage and thereafter prosecute the repairs with due diligence and reasonable dispatch. If the Leased Premises, or any portion thereof, shall be partially destroyed by fire or other casualty so as to render the Leased Premises, or any portion thereof, untenantable and such portion is not actually used by Tenant, the rent shall proportionately abate thereafter until such time as the Leased Premises, or any portion thereof, are made tenantable; provided, however, there shall be no abatement of rent and/or any abatement of rental shall cease as to any portion of the Leased Premises actually used by Tenant. If Landlord has elected to repair and reconstruct the Leased Premises, which election and notice

of such election to Tenant must occur within thirty (30) days after the date of the casualty (or within sixty (60) days after such casualty if the event causes 50% or more of the Leased Premises to be untenantable) this Lease shall continue in full force and effect and such repairs, except in the event of a major casualty as set forth in Section 11.B below, will be made as soon as reasonably practicable thereafter, but not later than 270 days after the date of the casualty or other damage, subject to Excusable Delays; provided, however, that Landlord shall use reasonable efforts to not unreasonably interfere with Tenant's use and occupancy of any portion of the Leased Premises not destroyed or damaged. Except as otherwise expressly provided above, in no event shall Landlord be required to commence the restoration or repair of the Buildings until Landlord receives the insurance proceeds therefore. No damages, compensation, or claims shall be payable by Landlord for any inconvenience, loss of business, or annoyance arising from such repair and reconstruction. Tenant and Landlord agree that the Term of this Lease shall be extended by a period of time equal to the period of such repair and reconstruction.

B. **Termination in the Event of Major Casualty.** In the event (i) such destruction results in one-half (½) or more of the Leased Premises or Buildings being untenantable for a period, reasonably estimated by a responsible contractor selected by Landlord, to be 270 days or longer after the date of the destructive event, or (ii) more than twenty percent (20%) of the insurance proceeds are retained by the holder of any mortgage on the Buildings or Land or are otherwise unavailable to Landlord to rebuild or repair the Buildings or Leased Premises and Landlord elects not to repair or rebuild, the Landlord shall so notify Tenant promptly in writing within the time periods described in this Section 11.B. Landlord shall select a responsible contractor and deliver to Tenant the results of the responsible contractor's analysis ("Damage Analysis") within thirty (30) days of the destructive event. If Landlord is entitled to terminate this Lease, Landlord shall give to Tenant within thirty (30) days following Landlord's delivery to Tenant of the Damage Analysis written notice of whether or not Landlord is electing to terminate this Lease pursuant to the foregoing provisions of this Section 11. If Landlord does not so terminate this Lease, then such written notice shall also advise Tenant of Tenant's right to elect to terminate this Lease pursuant to the foregoing provisions of this Section 11, and Tenant must exercise such right of termination, if at all, by giving written notice thereof to Landlord within not more than ten (10) business days after receipt of said written notice from Landlord to Tenant.

C. **Rent**. Upon termination, in the event that Landlord shall elect not to restore the Leased Premises or Tenant elects to exercise its right to terminate this Lease, then all rent owed up to the time of such destruction or termination, as set forth in Section 11, shall be paid by Tenant and thenceforth this Lease shall cease and come to an end. In the event that this Lease is terminated as herein permitted, Landlord shall refund to Tenant any prepaid rent, and the Security Deposit, if applicable, less any sum then owing or which would thereafter become owing to Landlord by Tenant, including any amounts payable to Landlord under the provisions of Section 5 of this Lease.

SECTION 12. CONDEMNATION.

If ten percent (10%) or more of the Leased Premises is condemned (or conveyed to a governmental authority in lieu of condemnation), then Landlord or Tenant may elect to terminate this Lease, by written notice to the other party within sixty (60) days following receipt of notice of such condemnation, in which event the Term shall terminate on the date that possession of such portion of the Leased Premises is taken by the governmental authority. All condemnation awards for a taking of either the Leased Premises or the Buildings shall belong to Landlord; provided, however that Tenant may seek

and retain such compensation as may be separately awarded to Tenant in Tenant's own name and right on account of all damage to Tenant's business by reason of such condemnation. If neither Landlord nor Tenant timely elect to exercise their above right to terminate this Lease, the Lease shall remain in full force and effect and the Base Rent, will be reduced in proportion to the square footage of the Leased Premises that has been taken.

SECTION 13. INSURANCE AND INDEMNITY

A. **Tenant's Insurance**. Tenant agrees to maintain the insurance set forth on **Exhibit "J"** attached hereto and incorporated herein by reference.

TENANT AGREES TO USE AND OCCUPY THE LEASED PREMISES AND PLACE ITS FIXTURES, EQUIPMENT, MERCHANDISE, AND OTHER PROPERTY AT TENANT'S OWN RISK AND HEREBY WAIVES AND RELEASES ALL RIGHTS OF RECOVERY AGAINST LANDLORD AND THE LANDLORD INDEMNITEES (HEREAFTER DEFINED) FOR ANY RISK COVERED BY ANY POLICY OF PROPERTY INSURANCE COVERING THE LEASED PREMISES AND MAINTAINED OR REQUIRED TO BE MAINTAINED (WHETHER OR NOT ACTUALLY MAINTAINED) BY EITHER LANDLORD OR TENANT IN ACCORDANCE WITH SECTION 13 HEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE SAME IS CAUSED BY FIRE OR OTHER CASUALTY OR THE CONDITION OF THE LEASED PREMISES, REGARDLESS OF THE CAUSE OF THE LOSS, EXCEPT TO THE EXTENT THE CAUSE OF THE LOSS IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR LANDLORD INDEMNITEES. THIS WAIVER AND RELEASE APPLIES EVEN IF THE LOSS IS CAUSED BY THE ACTS OR OMISSIONS OF LANDLORD OR THE LANDLORD INDEMNITEES, WHETHER OR NOT NEGLIGENT (BUT EXPRESSLY EXCLUDES THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR THE LANDLORD INDEMNITEES), AND SHALL BAR RECOVERY AGAINST LANDLORD OR THE INDEMNITEES BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY INSURER) BY WAY OF SUBROGATION OR ASSIGNMENT. TENANT'S WAIVER AND RELEASE OF LANDLORD AND THE INDEMITEES SHALL BIND TENANT'S PERMITTED ASSIGNEES AND SUBTENANTS. TENANT SHALL ALSO PROVIDE EVIDENCE OF TENANT'S INSURER'S WAIVER OF SUBROGATION IN FAVOR OF LANDLORD FOR LOSS OR DAMAGE CAUSED BY LANDLORD TO TENANT PROPERTY.

For the purposes of this Lease, the "Landlord Indemnitees" shall mean and refer to Landlord and Landlord's directors, officers, managers, shareholders, partners, joint venturers, members, employees, agents, customers or invitees, contractors, affiliates, attorneys, and their respective heirs, legal representatives, successors and assigns.

TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE LANDLORD INDEMNITEES FROM ALL LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES AND LIABILITY, INCLUDING DEFENSE COSTS, INVESTIGATIVE COSTS AND FEES OF EXPERTS (COLLECTIVELY, "CLAIMS") THAT ARISE OR ALLEGEDLY ARISE FROM ANY OF THE FOLLOWING CIRCUMSTANCES: (I) ANY ACTS OR OMISSIONS OF TENANT OR TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, CUSTOMERS OR INVITEES (OR ANY OF THEIR EMPLOYEES); (II) ANY FAILURE OF TENANT OR TENANT'S AGENTS AND/OR EMPLOYEES TO COMPLY WITH LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY PERTAINING TO THE USE OR OCCUPANCY OF THE LEASED PREMISES OR PERTAINING TO TENANT'S BUSINESS; AND (III) ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED BY ANY PERSON THAT OCCURS WITHIN THE

LEASED PREMISES WHICH IS CAUSED BY TENANT OR TENANT'S AGENTS, EMPLOYEES, CUSTOMERS OR INVITEES. Tenant's obligations include: (i) **THE OBLIGATION TO DEFEND LANDLORD AND THE LANDLORD INDEMNITEES AGAINST ALL SUCH CLAIMS, INCLUDING CLAIMS FOR LANDLORD'S ACTS, OMISSIONS OR NEGLIGENCE (BUT EXPRESSLY EXCLUDING THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD OR THE LANDLORD INDEMNITEES)**; (ii) the obligation to pay Tenant's proportionate share of any settlement reached by Tenant with respect to the Claim; and (iii) the obligation to pay the full amount of any damages that are awarded against Tenant with respect to the Claim.

B. 1. <u>Landlord's Property Insurance and Waivers of Subrogation</u>.

Landlord agrees to take out and maintain a policy of Special Causes of Loss (formerly called "All Risk of Physical Loss") Property Insurance on the Buildings and other Landlord property at the Leased Premises. Such policy must be in effect as of the Commencement Date and must be maintained at all times during Tenant's occupancy of the Leased Premises and during the Term. Such policy shall satisfy any co-insurance requirements and must contain a replacement cost endorsement.

LANDLORD AGREES TO LEASE TO TENANT THE LEASED PREMISES AND OTHER LANDLORD PROPERTY AT LANDLORD'S OWN RISK AND HEREBY WAIVES AND RELEASES ALL RIGHTS OF RECOVERY AGAINST TENANT AND THE TENANT INDEMNITEES (HEREAFTER DEFINED) FOR ANY RISK COVERED BY ANY POLICY OF PROPERTY INSURANCE COVERING THE LEASED PREMISES AND MAINTAINED OR REQUIRED TO BE MAINTAINED (WHETHER OR NOT ACTUALLY MAINTAINED) BY EITHER LANDLORD OR TENANT IN ACCORDANCE WITH SECTION 13 HEREOF, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER THE SAME IS CAUSED BY FIRE OR OTHER CASUALTY, REGARDLESS OF THE CAUSE OF THE LOSS, EXCEPT TO THE EXTENT THE CAUSE OF THE LOSS IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT INDEMNITEES. THIS WAIVER AND RELEASE APPLIES EVEN IF THE LOSS IS CAUSED BY ACTS OR OMISSIONS OF TENANT OR THE TENANT INDEMNITEES, WHETHER OR NOT NEGLIGENT (BUT EXPRESSLY EXCLUDES THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR THE TENANT INDEMNITEES), AND SHALL BAR RECOVERY AGAINST TENANT OR THE TENANT INDEMNITEES BY ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY INSURER) BY WAY OF SUBROGATION OR ASSIGNMENT. LANDLORD'S WAIVER AND RELEASE OF TENANT AND THE TENANT INDEMNITEES SHALL BIND LANDLORD'S PERMITTED ASSIGNEES AND SUBTENANTS. LANDLORD SHALL ALSO PROVIDE EVIDENCE OF LANDLORD'S INSURER'S WAIVER OF SUBROGATION IN FAVOR OF TENANT FOR LOSS OR DAMAGE CAUSED BY TENANT TO LANDLORD PROPERTY.

For purposes of this Lease, the "Tenant Indemnitees" shall mean Tenant and Tenant's directors, officers, managers, shareholders, partners, joint venturers, members, employees, agents, customers or invitees, contractors, affiliates, attorneys and their respective heirs, legal representatives, successors, and assigns.

2. Landlord's General Liability Insurance and Other Insurance. Landlord shall maintain Standard Commercial General Liability Insurance coverage, which shall be in a minimum amount of $1,000,000 per occurrence, $2,000,000 policy aggregate, including coverage for bodily injury and property damage and products liability coverage; and contractual liability coverage insuring the indemnity obligations of Landlord under this Lease. Landlord may also maintain business interruption insurance in favor of Landlord in an amount sufficient to pay for at least twelve (12) months of all Rent payable under the terms of this Lease. Such policies must be in effect as of the Commencement Date and must be maintained at all times during Tenant's occupancy of the Leased Premises and during the Term. At the request of Tenant, a certificate evidencing all insurance policies required to be maintained by Landlord shall be deposited with Tenant following the Commencement Date and current certificates shall be deposited with Tenant at all times during Tenant's occupancy of the Lease Premises and during the renewal term of each policy.

SECTION 14. ASSIGNMENT AND SUBLETTING.

A. Transfers. Tenant shall not, without the prior written consent of Landlord, (1) assign, transfer or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) sublet any portion of the Premises, (3) grant any license, concession or other right of occupancy of any portion of the Premises, or (4) permit the occupation of the Premises by any parties other than Tenant (any of the foregoing events being a "Transfer").

B. Consent Standards. Landlord shall not unreasonably withhold, condition, or delay its consent to any assignment or subletting of the Premises, provided that the proposed transferee: (1) is, in the Landlord's reasonable determination and opinion, an acceptable credit risk, and (2) will use the Leased Premises for the Permitted Use. It shall not be unreasonable for Landlord to withhold its consent to any assignment or subletting while an Event of Default exists and is continuing. Notwithstanding the foregoing, Landlord's consent will not be required with respect to any assignment or subletting to any Affiliate of Tenant, provided Tenant provides Landlord with prior written notice of such assignment or subletting. As used herein, "Affiliate" shall mean an entity that controls, is controlled by, or under common control with Tenant.

C. Request for Consent. If Tenant requests Landlord's consent to a Transfer, then, at least thirty (30) days prior to the effective date of the proposed Transfer, Tenant shall provide Landlord with a written description of all material terms and conditions of the proposed Transfer, copies of the proposed transfer documentation, and the following information about the proposed transferee: (1) name and address of the proposed transferee; (2) its proposed use of the Leased Premises; and (3) such financial information as Landlord may reasonably request to enable Landlord to determine the proposed transferee's creditworthiness.

D. Conditions to Consent. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes Tenant's obligations hereunder arising on or after the transfer date. Any attempt by Tenant or a proposed transferee, in any Transfer, to release Tenant from its obligations under this Lease without Landlord's consent shall be void. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. Tenant and Guarantor shall remain liable for the performance of all of the obligations of Tenant hereunder notwithstanding any Transfer. If an Event of Default occurs while the

Leased Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents and other amounts becoming due to Tenant and apply such amounts against Base Rent. As part of the Tenant's Transfer, Tenant shall direct and authorize its transferees to make payments of rents and other amounts due under such Transfer directly to Landlord upon receipt of notice from Landlord to do so following the occurrence of an Event of Default hereunder. Tenant shall pay for the cost of any demising walls or other improvements necessitated by a proposed subletting or assignment.

E. Additional Compensation. So long as no Event of Default exists and is continuing, Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the excess of (1) all compensation received by Tenant for a Transfer (other than a Permitted Transfer) over (2) the Base Rent allocable to the portion of the Leased Premises covered thereby. While any Event of Default exists and is continuing, Tenant shall pay to Landlord, immediately upon receipt thereof, one hundred percent (100%) of the excess of (a) all compensation received by Tenant for a Transfer over (b) the Base Rent allocable to the portion of the Leased Premises covered thereby.

F. Landlord Assignment. Landlord may assign, convey or otherwise transfer its rights, title and interest hereunder and/or in the Leased Premises, or any portion thereof, without the consent of Tenant. The term "Landlord" so far as covenants or obligations on the part of Landlord are concerned shall be limited to mean only the owner of the Leased Premises at the time in question. Upon any transfer of the title thereto, former Landlord automatically shall be relieved from all liability with respect to any obligation on the part of Landlord thereafter to be performed, provided former Landlord shall render to the transferee any funds it then holds in which Tenant has an interest. Any right, title or interest of Landlord assigned hereunder may be assigned and reassigned in like manner by any assignee thereof.

SECTION 15. LANDLORD'S LIEN.

If Landlord shall have taken possession of the Leased Premises pursuant to the authority hereinafter granted in connection with an Event of Default or for any other lawful reason, Landlord shall have the right to keep in place and use all of the furniture, fixtures and equipment at the Leased Premises, including that which is owned or leased to Tenant, at the times prior to any foreclosure thereon by Landlord or repossession thereof by any lessor thereof or third party having a lien thereon. Landlord shall have the right to remove from the Leased Premises (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion of Tenant's furniture, fixtures, equipment and other property located thereon and place same in storage at any premises within Harris County, Texas; or dispose of same in any manner acceptable to Landlord; and in such event, Tenant shall be liable to Landlord for reasonable costs incurred by Landlord in connection with such removal, storage and/or disposal and shall indemnify, defend, and hold Landlord and the Landlord Indemnitees harmless from all loss, damage, cost, expense and liability in connection with such removal, storage and/or disposal. Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable. Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Leased Premises, nor may such interest be transferred by operation of law. Any attempt to do any of the foregoing shall be void and of no effect.

SECTION 16. DEFAULT; REMEDIES.

A. Events of Default. Each of the following acts of Tenant constitutes an event of default ("Event of Default") under this Lease: (i) Tenant's failure to pay the required amount of rent when due or the required amount of any other monetary sum when due under this Lease, which failure continues for five (5) days after written notice, provided that notice shall not be required more than two (2) times in any twelve (12) month period; (ii) Tenant's failure to comply with any covenant, duty or obligation of Tenant under this Lease (other than those referred to in clause (i) above) that is not cured within thirty (30) days after Tenant receives a written notice of such failure from Landlord, provided that if such default is not capable of being cured within such thirty (30) day period and Tenant commences curing within such thirty (30) day period and diligently pursues curing of the same thereafter, the same shall not be a default so long as Tenant is diligently pursuing the curing of such default; (iii) any voluntary petition or similar pleading under any bankruptcy act or under any law seeking reorganization or an arrangement with creditors or adjustment of debts, is filed by or against Tenant, or if any such petition or pleading is involuntary, and it is not adjudicated favorably to Tenant within sixty (60) days; (iv) the leasehold of Tenant is levied upon or attached by process of law and Tenant does not vigorously contest same by appropriate proceedings and remove or vacate the same within sixty (60) days from the date of its creation, service or filing; (v) Tenant admits in writing its inability to pay its debts, or if a receiver, trustee or other court appointee is appointed for all or a substantial part of Tenant's property; (vi) Tenant makes an assignment for the benefit of creditors, or if any proceedings are filed by or against tenant to declare Tenant insolvent or unable to meet its debts; and (vii) a receiver or similar type of appointment or court appointee or nominee of any name or character is made for Tenant or its property and Tenant does not vigorously contest the same by appropriate proceedings and remove or vacate same within sixty (60) days from the date of appointment.

B. Landlord's Remedies. If an Event of Default should occur under this Lease, then Landlord may do any of the following (in conjunction with or in addition to pursuing any or all of the other rights and remedies provided to Landlord under this Lease, by law or in equity):

(i) terminate this Lease by sending a written termination notice to Tenant at the address stated above (in which event, Tenant will immediately surrender possession of the Leased Premises to Landlord);

(ii) enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom and terminate Tenant's right to possession of the Leased Premises with or without terminating this Lease (in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord);

(iii) remedy the Event of Default on behalf of Tenant (in which event, Tenant must pay to Landlord all of Landlord's reasonable costs and expenses so incurred immediately upon receipt of Landlord's invoice); and/or

(iv) recover all amounts then owing (and, after the passage of time, that become owing) under the Lease without terminating this Lease or Tenant's right to possession of the Leased Premises.

Landlord's exercise of any of the remedies available to Landlord under this Lease shall not constitute Landlord's acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. Tenant hereby acknowledges that Landlord shall have the right, after an Event of Default which involves a failure to timely pay any rent, without any notice to Tenant (to the extent allowed by law), to alter locks and other security devices at the Leased Premises, remove Tenant's property and the property of others located within the Leased Premises, and post a "For Lease" and/or "For Sale" sign on the Property. Landlord may require full payment of the rent then due to Landlord under this Lease as a condition to Tenant's entitlement to a key to new or altered locks that Landlord may have placed on the Leased Premises after an Event of Default which involves a failure to pay rent. If Landlord exercises its rights to alter the locks at the Leased Premises, Landlord or its agents shall place a written notice on Tenant's front door of the Leased Premises stating the name, address and phone number of the individual or company from which the new key may be obtained. Landlord shall only be required to provide Tenant with a new key during Landlord's regular business hours which are agreed to be 8:00 a.m. to 5:00 p.m. Monday through Friday except for holidays; provided that in no event shall Landlord be required to provide Tenant a new key until such time as Tenant pays all rent due under this Lease. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized or to constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Leased Premises. All claims for damages **(INCLUDING CLAIMS FOR DAMAGES BASED UPON NEGLIGENT OR WILLFUL MISCONDUCT ACTIONS OF LANDLORD OR LANDLORD'S AGENTS OR CONTRACTORS)** by reason of such lawful reentry and/or repossession are hereby waived. Further, all claims for damages by reason of such lawful alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any reentry by Landlord may be pursuant to a judgment obtained in forcible detainer proceedings or other legal proceedings or without any legal proceedings, as Landlord may elect; and Landlord shall not be liable in trespass or otherwise. To the extent of any inconsistency between this Lease and the provisions of Section 93.002 of the Texas Property Code (as it may be hereafter amended or recodified), it is the agreement of the parties that this Lease shall prevail.

Notwithstanding the foregoing, if Landlord has theretofore formally and permanently repossessed the Leased Premises or terminated this Lease pursuant to Sections 16.B.(i) or (ii), above, or if Tenant's defaults are not reasonably subject to cure (such as early abandonment or vacating of the Leased Premises), then Landlord shall not be obligated to provide the new key(s) to Tenant under any circumstances, regardless of Tenant's payment of past-due rent or other past-due amounts, damages or other payments or amounts of any nature or kind whatsoever. The provisions of this paragraph are intended to override and supersede any conflicting provisions of the Texas Property Code (including, without limitation, Section 93.002 thereof, and any amendments or successor statutes thereto), and of any other law, to the maximum extent permitted by applicable law.

If Landlord elects to terminate the Lease by reason of an Event of Default, or if Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating this Lease, or if Landlord exercises any other remedy, Landlord may hold Tenant liable for all Base Rent, Taxes, Insurance Premiums and other indebtedness accrued to the date of such termination (or other remedy exercised), plus such Base Rent, Taxes, Insurance Premiums and other indebtedness as would otherwise

have been required to be paid by Tenant to Landlord during the period following termination of the Term (or Tenant's right to possession of the Leased Premises or other remedy exercised, as the case may be) measured from the date of such termination by Landlord until the date which would have been the date of expiration of the Term as stated in Section 1.E (had Landlord not elected to terminate the Lease or Tenant's right to possession on account of such Event of Default) diminished by any net sums (if any) thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in the succeeding paragraph). Following the date of notice of termination of this Lease or the termination of Tenant's right to possession, without the termination of this Lease, Landlord shall make reasonable commercial attempts to relet the Leased Premises or portions thereof. As used herein, "reasonable commercial attempts to relet" shall mean (a) listing the Leased Premises for lease with a licensed real estate broker, which may be an affiliate of Landlord, (b) entertaining but not necessarily accepting offers to lease, and (c) to the extent allowed by law or applicable deed restrictions, placing "For Lease" signs on the Leased Premises. In no event shall Landlord be obligated to accept an assignee or sublessee who desires to use the Leased Premises for one of the Prohibited Uses. Actions to collect amounts due by Tenant provided for in this paragraph of Section 16 may be brought from time to time by Landlord during the aforesaid period, on one or more occasions, without the necessity of Landlord's waiting until expiration of such period; and in no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by re-letting over and above the rent herein reserved.

In addition to all other amounts and other obligations for which Tenant is liable upon an Event of Default, in case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, in addition to any sums provided to be paid above: reasonable broker's fees and all other reasonable costs and fees incurred by Landlord in connection with re-letting, or attempting to re-let, the whole or any part of the Leased Premises; the reasonable costs of removing and storing Tenant's or other occupant's property; the reasonable costs of repairing, altering, remodeling or otherwise putting the Leased Premises into a condition acceptable to a new tenant or tenants; reasonable costs associated with the execution of any lease with a new tenant or tenants (including, without limitation, reasonable attorneys' fees); and all expenses incurred by Landlord in enforcing Landlord's remedies (including, without limitation, reasonable attorneys' fees). Past due rent and other past due payments shall bear interest from maturity until paid at the lesser of: (i) the highest non-usurious rate permitted by law or (ii) eighteen percent (18%) per annum.

C. <u>Landlord's Default</u>. If Landlord should fail to perform any of its obligations under this Lease, Tenant's exclusive remedy is the institution of a suit for damages (Tenant hereby waiving the benefit of any laws granting it a lien on the property of Landlord), which shall be subject to the provisions of Section 19 below. Prior to instituting such a suit, Tenant must supply Landlord with notice of such failure. Landlord shall then have a reasonable period of time, but not less than thirty (30) days following Landlord's receipt of Tenant's notice except in case of emergency, in which to commence curative action. Tenant may not institute such a suit during such thirty (30) day period or thereafter during the period in which Landlord is diligently attempting to cure such default. In no event shall Tenant have the right to offset any sum owing, or allegedly owing, by Landlord to Tenant against any sum otherwise owing by Tenant to Landlord.

D. **Waiver of Consequential Damages**. Notwithstanding anything contained herein to the contrary, Tenant hereby waives any right of recovery against Landlord for any special, indirect, punitive or consequential damages, which shall be caused by, arise out of, occasioned by, or in any way attributable to, this Lease and/or the transaction contemplated by this Lease.

SECTION 17. HOLDOVER.

If Tenant should remain in possession of the Leased Premises after the end of the Term, then Tenant shall be occupying the Leased Premises as a tenant-at-sufferance, under all of the terms and conditions of this Lease, except that the Base Rent payable during the holdover period shall be equal to one hundred fifty percent (150%) of the Base Rent last applicable during the Term.

SECTION 18. NOTICE.

Any notice given under this Lease must be in writing and delivered by U. S. certified mail, return receipt requested, by recognized national overnight delivery service, such as Federal Express or UPS, by email (with the original notice being delivered by another delivery method specified in this Section 18) or by hand. Notices given to Landlord by U. S. certified mail, overnight delivery must be sent to Landlord at Landlord's address stated above; and notices given to Tenant by U. S. certified mail, overnight delivery or email must be sent to Tenant at Tenant's address stated above in Section 1.J. Either party may change its address by giving the other party notice of such change. A signed return receipt shall be conclusive evidence that the notice was delivered in the due course of mail. Notice that is properly addressed, with adequate postage prepaid and mailed by certified mail, return receipt requested, shall be deemed received upon the earlier of actual receipt, as indicated on the signed, returned receipt card; or three days after appropriate posting (whether or not actually received or accepted). Notice given by overnight delivery service will be deemed received on the business day when the delivery service's records indicate that delivery was affected. Notice given by email shall be deemed delivered on the date of email, provided that if the recipient of such notice given by email acknowledges receipt of such notice in writing (including by email), the original notice need not be delivered, and such notice shall be deemed delivered on the date of the email. Notice given by hand shall be effectively given wherever the intended recipient is found and shall be deemed received upon the date of delivery or on the date of attempted delivery if delivery is refused. No change of address of either party shall be binding on the other party until notice of such change of address is given to the other party.

SECTION 19. LIMITATION OF LANDLORD'S LIABILITY.

Tenant waives and relinquishes all rights to claim any nature of lien against rent. All liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Buildings and Land existing at the time the events occurred which gave rise to Landlord's liability. The term "Landlord" shall mean only the owner for the time being of the Leased Premises, and in the event of the transfer by such owner of its interest in the Leased Premises, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

SECTION 20. INSPECTION AND ACCESS TO LEASED PREMISES.

Landlord and any mortgagee shall have the right to enter upon the Leased Premises at any reasonable time after notice for the purpose of evaluating Tenant's performance under this Lease, inspecting the same, making repairs or additions to the Leased Premises or showing the Leased Premises to prospective purchasers, lessees, or lenders. Landlord shall be required to give no notice in connection with making repairs or additions to the Leased Premises if an emergency exists. An emergency shall be deemed to exist if a condition or circumstance exists which, if left unchanged, could damage the Leased Premises, or the property of any person or entity in an amount in excess of $10,000.00, impair any mechanical, electrical and plumbing systems of the Buildings, or endanger the life, health or safety of any person at the Leased Premises. Landlord may place "for lease" notices upon the Leased Premises during the last six (6) months of the Term. In any circumstances where Landlord is permitted to enter upon the Leased Premises during the Term, no such entry shall constitute an eviction or disturbance of Tenant's use and possession of the Leased Premises or a breach by Landlord of any of its obligations hereunder or render Landlord liable for damages for loss of business or otherwise or entitle Tenant to be relieved from any of its obligations hereunder or grant Tenant any right of set-off or recoupment or other remedy, and in connection with any such entry incident to performance of repairs, replacements, maintenance or construction, all of the aforesaid provisions shall be applicable notwithstanding that Landlord may elect to take building materials in, to or upon the Leased Premises that may be required or utilized in connection with such entry by Landlord.

SECTION 21. MORTGAGE.

Tenant agrees that its interest under this Lease shall be subordinate to any present or future mortgage, deed of trust or similar encumbrance placed upon the Leased Premises; and that Tenant will subordinate its rights under this Lease to the lien thereof and to all advances made or hereafter to be made upon the security thereof, and, that within ten (10) business days of a request by Landlord from time to time, Tenant shall execute and deliver to Landlord a subordination, non-disturbance and attornment agreement ("SNDA") in the form reasonably required by Landlord or Landlord's mortgagee; provided, however, if requested by Tenant, as a condition of any subordination requested by the holder of a mortgage executed after the date hereof, the holder of any such mortgage, Tenant, and Landlord shall enter into an SNDA recognizing Tenant's rights under this Lease. All instruments and agreements to be executed under this Section shall be in form reasonably acceptable to the parties thereto. Notwithstanding the foregoing, a lender holding a mortgage encumbering the property of which the Leased Premises is a part or the purchaser at a foreclosure sale shall have the right and option to make this Lease superior. If in connection with Landlord obtaining financing for the property of which the Leased Premises is a part, from time to time, such lender shall request reasonable modifications in this Lease as a condition of providing Landlord such financing, then Tenant shall not unreasonably withhold, delay, or defer its consent thereto; provided, that such modifications do not increase the obligations of Tenant hereunder or materially affect the leasehold interest created hereby or increase the Base Rent or Additional Rent due hereunder. No amendment or modification of this Lease occurring after the date of any mortgage shall be binding on any Landlord's mortgagee unless such amendment or modification is expressly approved in writing by such mortgagee.

SECTION 22. NON-LIABILITY.

Without limiting the generality of the waiver contained in Section 13, Landlord and the Landlord Indemnitees shall not be liable to Tenant for any injury or death to person or damage or destruction to

property sustained by Tenant or any person claiming through Tenant resulting from the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Leased Premises; provided, however, that Landlord shall remain liable for the performance of its repair obligations pursuant to Section 10; nor shall Landlord or the Landlord Indemnitees be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of any persons whomsoever.

SECTION 23. MISCELLANEOUS.

A. Independent Covenants. The obligation of Tenant to pay rent and perform Tenant's other covenants and duties under this Lease are independent, unconditional obligations that are to be performed at all times provided for in this Lease.

B. Waiver. Tenant waives and relinquishes any right to assert that Landlord is bound to perform (or is liable for nonperformance of) any implied covenants or duties of Landlord that are not stated in this Lease. Tenant agrees that Landlord shall incur no liability to Tenant due to any apparent or latent defect in the Leased Premises, but Landlord shall remain liable its repair obligations pursuant to Section 10. Except as expressly provided herein, Landlord makes no express or implied warranty regarding the condition or any other feature of the Leased Premises, including the Buildings, or this Lease, and Tenant hereby waives all such warranties.

C. Entire Agreement. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that this Lease, with the specific references to written extrinsic documents, is the entire agreement of the parties, that there are, and were, no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease or to the expressly mentioned written extrinsic documents not incorporated in writing in this Lease.

D. Estoppel Certificate and Financial Statements.

(1) Tenant shall execute and return to Landlord estoppel certificates in the form attached hereto as **Exhibit "D"** and made part hereof or such other form that may be reasonably requested by Landlord or by any current or prospective purchaser of the Leased Premises or any part thereof or lienholder within ten (10) business days following such request. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rent has been paid in advance.

(2) If Landlord advises Tenant in writing of the existence of a lien on the Leased Premises, Tenant shall allow such lienholder to exercise all of Landlord's entry and curative rights under this Lease, but the lienholder shall have thirty (30) days following written notice from Tenant in which to attempt to cure Landlord's default, but shall be under no obligation to do so or such longer period as agreed to by Tenant in any nondisturbance, subordination and attornment agreement entered into with the lienholder.

(3) Within thirty (30) days after Landlord's request, not more than once per year, Tenant will furnish Tenant's most recent audited financial statements (and notes to them, if any) as may have

been prepared by an independent certified public accountant or, failing those, internally prepared financial statements. Landlord will not disclose any aspect of such financial statements except (1) to Landlord's mortgagee or prospective mortgagees or purchasers of the Buildings to the extent such parties are bound by a confidentiality agreement similar in all material respects to the one created by this Section 22.D., (2) in the event of litigation between Landlord and Tenant, or (3) if required by court order. Tenant shall not be required to deliver the financial statements required under this Section more than once in any twelve (12) month period unless requested by Landlord's mortgagee, or a prospective buyer, or lender of the Buildings or an Event of Default occurs.

E. **Time is of the Essence.** Time is of the essence of this Lease. If any date for performance of any term, condition or provision hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day.

F. **Binding Effect.** This document shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the parties (without altering the provisions of this Lease regarding assignment and subletting).

G. **Non-Waiver.** Neither acceptance of any rent nor any other amount by Landlord nor failure by Landlord or Tenant to complain of any action, non-action or default of Tenant or Landlord, as applicable, shall constitute a waiver as to any breach of any covenant or condition of Tenant or Landlord, as applicable, contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder, as applicable. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. Waiver by Tenant of any right for any default of Landlord shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation of Tenant or Landlord hereunder shall be deemed waived by Landlord or Tenant unless such waiver is in writing and signed by Landlord or Tenant, as applicable.

H. **Relationship.** The relation created by this Lease is that of Landlord and Tenant. No provision of this Lease shall be construed in such a way as to constitute Landlord and Tenant joint venturers or co-partners or to make Tenant the agent of Landlord or to make Landlord liable for the debts of Tenant.

I. **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

J. **Venue and Choice of Law.** All obligations of Landlord and Tenant under the terms of this Lease shall be payable and performable in Houston, Harris County, Texas. The laws of the State of Texas (not any Texas choice of law rule making applicable the law of some other jurisdiction) shall govern the construction, interpretation, validity, performance, and enforcement of this Lease.

K. **Severability.** If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

L. **Gender.** With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders.

M. **Broker.** Except as stated in Section 1.K each of the parties represents to the other that no brokerage commission will be due as a result of such party's acts in connection with this transaction, and each party agrees to indemnify, defend and hold harmless the other party from and against any and all liabilities or expenses arising out of claims for commissions or fees from such party's acts.

N. **Acts of God and Force Majeure.** Landlord and Tenant, as applicable, shall not be required to perform any non-financial covenant or obligation in this Lease, or be liable in damages to the other party, so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure. For purposes of this Lease, an "act of God" or "force majeure" is defined as strikes, material or labor shortages, or restrictions on material or labor by any governmental authority, riots, floods, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections, delays caused by third parties and any other cause not reasonably within the control of Landlord or Tenant, as applicable.

O. **No Recordation.** Tenant shall not record this Lease without the prior written consent of Landlord.

P. **DTPA Waiver. TENANT WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF TENANT'S OWN SELECTION, TENANT VOLUNTARILY CONSENTS TO THIS WAIVER WITH RESPECT TO THIS LEASE AND THE PROPERTY LEASED UNDER THIS LEASE. TENANT IS VOLUNTARILY AGREEING TO THE WAIVER OF CONSUMER RIGHTS PROVISION AND CONSIDERS IT BINDING AND ENFORCEABLE; NO STATEMENT OR REPRESENTATION BY LANDLORD, OR ANY ATTORNEY OR OTHER REPRESENTATIVE ACTING ON ITS BEHALF, HAS INFLUENCED OR INDUCED TENANT TO AGREE TO THE WAIVER OF CONSUMER RIGHTS PROVISION.**

Q. **Construction of Lease.** Tenant declares that Tenant has read and understands all parts of this Lease, including all printed parts hereof. It is agreed that, in the construction and interpretation of the terms of this Lease, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Lease. Wherever in this Lease provision is made for liquidated damages, it is because the parties hereto acknowledge and agree that the determination of actual damages (of which such liquidated damages are in lieu) is speculative and difficult to determine; the parties agree that liquidated damages herein are not a penalty.

R. **Limitation of Warranties. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND**

ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

S. Waiver of Jury Trial. LANDLORD AND TENANT HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THIS LEASE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY LANDLORD AND TENANT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LANDLORD OR TENANT IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

T. Tenant Buildout and Construction Advances by Landlord. Landlord has provided to tenant a TOTAL BUILD-OUT ALLOWANCE of $56,875.00. This consists of the following amounts:

1: $40,625.00 ($25.00 per square foot per month) which is included in the base monthly rent charge of $2.00 per square foot per month;

2. $16,250.00 ($0.20 per square foot per month) for which the base rent is increased by $0.20 per square foot per month. This brings the total BASE RENT to $3,581.00 per month excluding CAM charges estimated to be $0.30 per square foot per month.

3. Landlord may at its discretion advance an additional $50,000.00 in construction advances, which will be repaid through a revised base rent. This additional construction advance will be paid to the landlord by an increase in base rent in the amount of $0.13 per square foot for each $10,000.00 advanced by Landlord.

4. The revised base rent (including all base rent charges and construction additions) shall serve as the base rent for any and all extensions granted under this lease or any renewal.

U. Method of Calculation. Tenant is knowledgeable and experienced in commercial transactions and does hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid and constitute satisfactory methods for determining such charges and amounts as required by Section 93.012 of the Texas Property Code. **Tenant further voluntarily and knowingly waives (to the fullest extent permitted by applicable Law) all rights and benefits of Tenant under such section, as it now exists or as it may be hereafter amended or succeeded.**

V. Prohibited Persons and Transactions. Tenant represents to Landlord: (i) that neither Tenant nor any person or entity that directly owns a 10% or greater equity interest in it, nor any of its officers, directors or managing members, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", or other Laws (each such person, a "Prohibited Person"), (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, or the regulations or orders promulgated thereunder, as they may be amended from time to time, or other anti-money laundering Laws (the "Anti-Money Laundering Laws"), and (iii)

that throughout the Term of this Lease Tenant shall comply with the Executive Order and with the Anti-Money Laundering Laws.

W. **Tax Waiver**. Tenant waives all rights pursuant to all laws to contest any taxes or other levies or protest appraised values or receive notice of reappraisal regarding the Property (including Landlord's personalty), irrespective of whether Landlord contests same.

X. **Guaranty.** Concurrent with the execution and delivery of this Lease by Tenant, Tenant shall cause **Kara Miles** **(GUARANTOR)**, to execute and deliver to Landlord a guaranty in the same form as **Exhibit "I".**

EXECUTED in multiple counterparts, each having the force and effect of an original.

LANDLORD:

Hufmsith Kohrville Business Park

General Partner

TENANT:

kara baker
kara baker (Jun 13, 2024 21:27 CDT)

KMH studio

Owner/Hairstylist

Exhibit "A"

LEGAL DESCRIPTION OF LAND

LOT 2 - 3.7869 Acre Tract (164,955.38 square feet) of the 5.7869 Acre Tract being a replat of Lot 1, Block 1 Huffsmith-2978 as recorded in film code 620122, Harris County Map Records, situated in the Kesse Pruitt Survey, Abstract 629, City of Tomball, Harris County, Texas

Legal Description: LT 2 BLK 1 HUFFSMITH 2978 R/P

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Exhibit "B"

SITE PLAN FOR LEASED PREMISES
MORE SPECIFICALLY BUILDING 1 - SUITE Suite 1-C

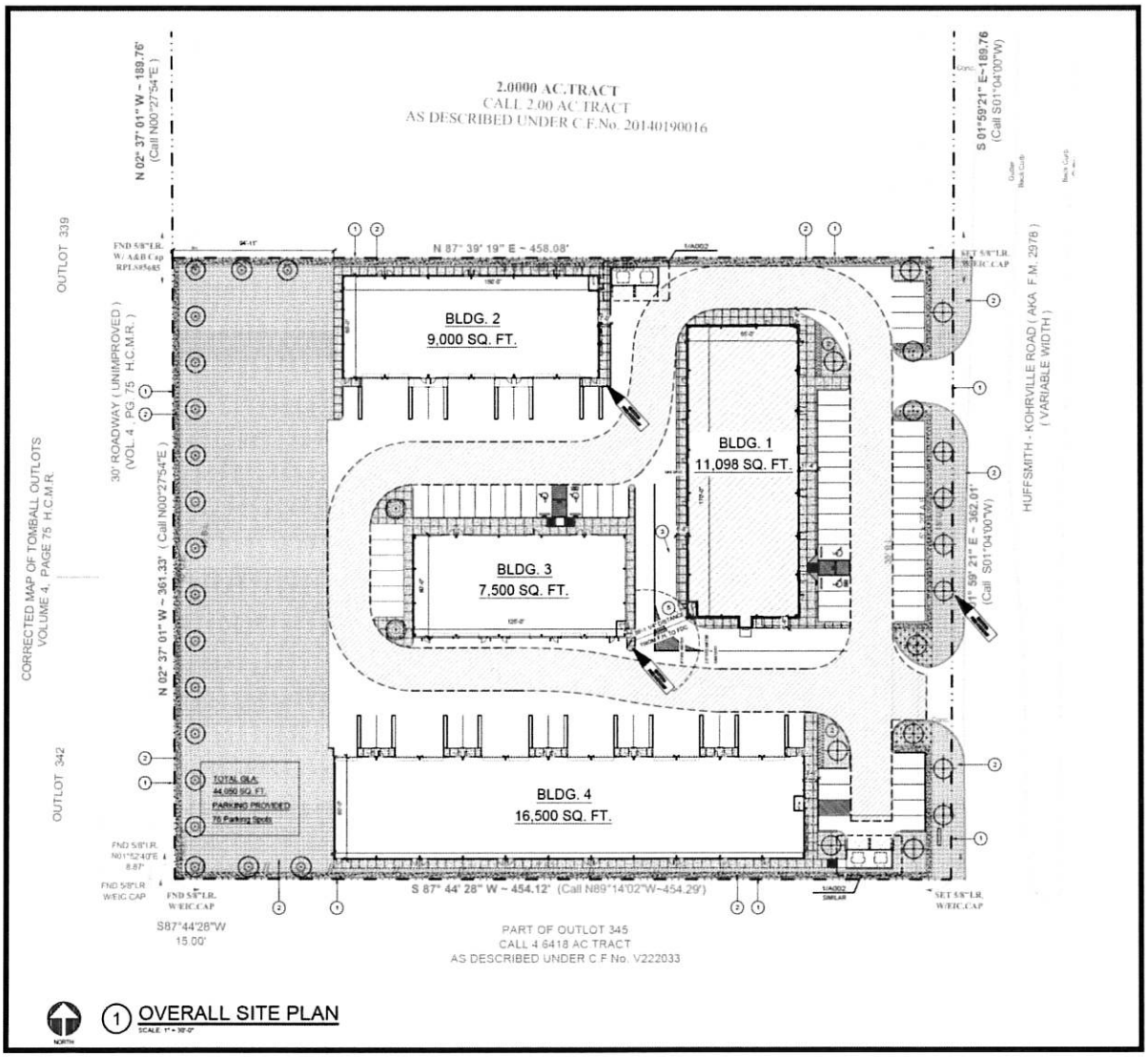

Exhibit "C"

CONSTRUCTION RIDER

This Construction Rider is attached as an Exhibit to that certain Lease (the "***Lease***"), dated _____, by and between **Hufsmith Kohrville Business Park LLC**, as Landlord, and **Kara Miles Hair**, as Tenants. Unless otherwise specified, all capitalized terms used in this Construction Rider shall have the same meanings as in the Lease. In the event of any conflict between the Lease and this Construction Rider, the latter shall control.

All work performed by or on behalf of Tenant for (i) initial leasehold improvements and (ii) any alterations to the Leased Premises (throughout the Term) which require Landlord's approval, shall be subject to the provisions of this **Exhibit "C"**. Any items of work which Tenant reasonably believes should be exempted from the provisions of this **Exhibit "C"** (e.g. installations performed by vendors instead of contractors) shall be specified in writing to Landlord; provided that Tenant shall at all times remain responsible for its obligations as set forth in the Lease, including without limitation, with respect to Tenant's work, mechanics' or materialmens' liens, insurance and indemnification. All work performed on behalf of Tenant, and all parties performing such work (whether employee, vendor, contractor or otherwise) shall comply with the rules and regulations set forth in **Exhibit "C-1"**.

1. **Plans**. All Tenant work governed by this **Exhibit "C"** (the "***Tenant Work***") shall be performed in a lien-free and good and workmanlike manner in and upon the Leased Premises, at Tenant's sole cost and expense, and in accordance with plans and specifications approved by Landlord. Tenant shall submit to Landlord for Landlord's approval complete plans and specifications, prepared by a licensed architect for the construction of the Tenant Work ("***Tenant's Plans***"). Within ten (10) business days after receipt of Tenant's Plans, Landlord shall review and respond to Tenant's Plans. If Landlord disapproves Tenant's Plans, or any portion thereof, Landlord shall notify Tenant thereof and of the revisions Landlord requires before Landlord will approve Tenant's Plans. The final plans and specifications approved by Landlord are hereinafter referred to as the "***Approved Construction Documents***". Landlord's approval of the Approved Construction Documents shall not be deemed a representation or warranty regarding compliance with applicable laws, codes and ordinances, nor of the accuracy, adequacy, appropriateness, functionality or quality of the improvements to be made according to the Approved Construction Documents. Tenant's Contractor and all sub-contractors are required to comply with all shell building specifications, which are available upon request from Landlord.

2. **Commencement**. Prior to commencement of any Tenant Work, Tenant will provide to Landlord the following:

a. A complete list of all proposed contractors, subcontractors, and suppliers.

b. A copy of the building permit for the Tenant's work, as applicable

c. A copy of the Tenant's construction schedule.

d. The name and phone number, including emergency phone numbers, of persons authorized to represent the Tenant, Tenant's Contractor, subcontractors, and/or suppliers in regards to the Tenant Work.

e. Material Safety Data Sheets (MSDS) for any and all chemicals / products used on-site as part of or relating to, the Tenant Work.

f. Safety Program/Hazard Communication Program as required by authorities having jurisdiction over the Leased Premises or construction therein.

g. Insurance Certificates in amounts shown below for each of Tenant's contractors and subcontractors.

3. Completion.

(a) Tenant warrants that the design, construction and installation of the Tenant Work shall conform to the requirements of all applicable laws, codes and ordinances, including building, plumbing and electrical codes and the requirements of any authority having jurisdiction over, or with respect to, such Tenant Work. Any Tenant Work that does not conform to industry standard codes or adversely affects the Building or the operation thereof will promptly be remedied by the Tenant's contractor's expense. Landlord has the right to inspect construction of the Tenant Work from time to time. If any work is found that does not comply with the requirements of this **Exhibit "C"**, Tenant's Contractor will be responsible for making the necessary changes in order to comply. Any such changes that are made will be at Tenant's (or Tenant's Contractor's) expense.

(b) Within ten (10) days following substantial completion of the Tenant Work, Landlord and Tenant will inspect the Leased Premises and develop a "punch list" of any items which were not properly completed or are in need of repair. Tenant will complete (or repair, as the case may be) the items listed on the punch list no later than thirty (30) days following such inspection by Landlord and Tenant and notify Landlord in writing upon completion of such items.

(c) Within thirty (30) days following substantial completion of the Tenant Work, Tenant shall provide the following to Landlord:

(i) A sworn certificate from Tenant's architect, contractor or engineer, as applicable, stating that the Tenant Work has been completed in strict compliance with this **Exhibit "C"** and the Approved Construction Documents;

(ii) Full and final lien waivers, in form and substance reasonably satisfactory to Landlord, from Tenant's general contractor and all other contractors and suppliers provided labor or materials as part of the Tenant Work;

(iii) All guarantees or warranties with respect to the Tenant Work; and

(iv) ADA compliance letter (if applicable).

4. Contractors. Tenant will employ only experienced, licensed contractors,

architects, engineers and other consultants, as applicable, to perform the Tenant Work. The general contractor for the Tenant Work ("***Tenant's Contractor***") shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed. At all times during any construction at the Leased Premises (including, without limitation, the Tenant Work) all contractors or other parties shall keep in full force the following:

(a) Workers Compensation - Statutory Amount in the state where the Land is located;

(b) Employer's Liability - $500,000 or such other higher limits imposed in accordance with the requirement, if any, of the laws of the state where the Land is located;

(c) Commercial General Liability - Unless otherwise approved in writing by Owner, in the amount of $1,000,000 per occurrence, $2,000,000 general aggregate with Products/Completed Operations coverage (with evidence of Products/Completed Operations Coverage shown for a minimum of two years following completion of the work described in the contract);

(d) Business Auto Liability including hired and non-owned auto coverage - $1,000,000 combined single limit;

(e) Umbrella/Excess - $5,000,000 per occurrence; and

(f) "All-Risk" form of Builder's Risk Insurance on a completed value form, with full replacement cost coverage, in an amount not less than the total improvement cost with a maximum deductible of $1,000.00, and with appropriate coverage permitting occupancy prior to full completion and appropriate coverage for the cost of debris removal from the Land.

Landlord, its property manager and its mortgagee shall be named as additional insureds on each of said policies (excluding the worker's compensation policy). Prior to its entry upon the Land, or the commencement of any of the Tenant Work, Tenant shall provide true and correct certificates of insurance evidencing such policies, and neither Tenant (nor any of its contractors or agents) shall not be entitled to enter upon the Leased Premises until it has provided such certificates.

5. Rules & Regulations. Tenant's Contractor, and all construction performed by it at the Leased Premises, shall comply at all time with the requirements of **Exhibit "C-1"** attached hereto.

6. Assumption of Risk and Waiver.

(a) To the fullest extent permitted by law, Tenant's Contractor will indemnify and hold the Landlord and their agents and employees harmless from and against liability claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from, and in any way related to the performance of work pursuant to Tenant Contractor's contract with Tenant or the presence of Tenant's Contractor, it subcontractors, or persons directly or indirectly

employed by any of them on or about the project site, provided that such liability, claim, damage, loss or expense is attributable to bodily injury sickness, disease or death of any person (including Tenant Contractor's employees), or injury to or destruction of tangible property, including the loss of use resulting there from. Tenant's Contractor's aforesaid indemnity and hold harmless agreement shall apply to any acts or omission, willful misconduct, or negligent conduct, whether active or passive, including Tenant's Contractor's agents, subcontractors, or employees, except that said agreement shall not be applicable to injury, death, or damage to property arising from the sole negligence or willful misconduct of Landlord or their officers, agents, and servants. Tenant Contractor's aforesaid indemnity and hold harmless agreement shall not be construed to negate, abridge, or otherwise reduce and other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 6(a).

(b) In any and all claims against Landlord, or any of their agents or employees by any employee of Tenant's Contractor, any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this Paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Tenant's Contractor or any of its subcontractors under workers' or workman's compensation acts, disability benefits acts, or other employees benefit acts.

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Exhibit "C-1"

CONTRACTOR RULES AND REGULATIONS

A copy of these Rules and Regulations, acknowledged and accepted by the Contractor, and all subs, must be posted on the job site in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct all sub-contractor workers to familiarize themselves with these rules.

1. Tenant's Contractors shall cooperate with Landlord's contractor to ensure that Landlord and Tenant will occupy the Leased Premises within the agreed-upon schedule. Tenant contractors recognize that it is imperative that the work proceed uninterrupted and shall endeavor to promptly cure any work stoppage or disputes.

2. Tenant's Contractors will provide and maintain all temporary equipment distributions and connections and pay for hookups.

3. Tenant's Contractor shall coordinate any necessary inspection and approval with Landlord's contractor.

4. No smoking, alcohol, drugs or any persons under the influence allowed at the Land.

5. No abusive or explicit language, actions or materials permitted at or on the Land

6. The Tenant's Contractor shall park and store equipment within the area designated by Landlord.

7. All materials used in performance of Tenant's Work which contain Hazardous Substances being used or brought into the building shall adhere to the requirements of authorities having jurisdiction and shall have the appropriate paperwork filed at the Landlord's Building Management Office, posted at the jobsite and a copy kept with the Material.

8. Any damage caused by the building and its systems by the contractor will be repaired by the contractor immediately. Landlord's Building Management reserves the right to remedy the defects at the Tenant's Contractors expense if the work is not corrected in a timely manner.

9. No paint thinners, or hazardous materials will be poured down any drain. Drains shall not to be used for the cleaning of tools or paint materials.

10. All work on building life safety systems (smoke detectors, fire pull stations, fire doors) must be identified and discussed with the Landlord prior to all construction work.

11. Any work that may activate any smoke detector(s) shall require previous notification to Landlord's Building Management

12. Any work which represents a fire hazard (i.e. sweating copper, welding, etc.) will require a suitable fire extinguisher to be kept in the immediate vicinity.

13. Shirts, long pants, and shoes must be worn at all times.

14. Contractor shall use best efforts to prevent unnecessary power usage and to turn out all lights in work area at the end of each day.

15. Permits and Licenses necessary for the completion of work shall be secured and paid for by the Contractor. A copy of all permits will be posted, at all times, in a readily accessible area at the construction site.

16. If an Architectural Barrier Inspection is required by code, Architectural Barrier Inspection post construction shall be performed by a Registered Accessibility Specialist (RAS).

17. Workers are not allowed to access any part of the Building other than the Leased Premises and other construction work areas mutually designated by Landlord and Tenant.

18. Any work that has the potential to disrupt normal business activity of other tenants must be performed outside normal business hours. Normal business hours for construction projects are defined as 7 a.m. – 7 p.m. (these times are subject to change at any time).

19. Tenant's Contractor is responsible for storage and removal of all construction-related trash.

(a) Daily Requirement: Contractor shall maintain the construction site free from the accumulation of waste material and debris. Trash should be removed daily and site left with broom finish.

(b) Final Cleanup: The final cleanup by the Tenant's Contractor shall include the entire lease space and any exterior parking or storage areas used by the Tenant's Contractor. If the Landlord is forced to clean any of the above, the **"Tenant"** shall be invoiced accordingly.

20. The Tenant's Contractor shall provide and clean temporary restrooms for subcontractors. These restrooms shall be located in an area designated by the Landlord's Construction Manager.

21. If prior to the Commencement Date, Tenant's construction consumes any electricity or other utilities, Tenant shall pay the cost therefor upon receipt of an invoice from Landlord.

22. At no time is welding, cutting torch use, or any open flame tool to be used in the building without prior approval from Landlord in the form of a Hot Work Permit.

23. All penetrations of piping, duct work, conduits, etc. through wall partitions, and doors shall be fire sealed to the Landlord's satisfaction in order to maintain the integrity of the structures fire safety rating. All fire proofing shall be UL certified. All new penetrations must be reviewed and approved by the Landlord prior to installation. Use of existing penetrations must be approved by the Landlord.

24. Seventy-two (72) hour notice must be submitted to the building management office for approval for any work affecting shell building, MEP, sprinkler, fire safety or security systems.

25. The Tenant's Contractor shall coordinate all Fire Alarm System and Fire Sprinkler System related work with the Landlord's Property Management office. None of the aforementioned work shall commence until appropriate measures have been taken, and approved to assure that no false alarms will occur, that adequate building protection shall be maintained, and that all proper

agencies have been notified of the shutdown parameters. Contractor shall be responsible for insuring restoration of such systems to normal operations immediately following completion of the work including notification to building management that the system is restored.

26. Tenant shall be imposed a fine of $200 by the Landlord for labor incurred responding to false alarms, caused by the Tenant's Contractor.

Exhibit "D"

(SAMPLE - For Illustration Purposes Only - SAMPLE)

ESTOPPEL CERTIFICATE FOR PROSPECTIVE PURCHASER OR LENDER

Re: Lease between **HUFSMITH KOHRVILLE BUSINESS PARK LLC** ("Landlord") and _____ ("Tenant") dated _____ with respect to the land and building located at **22525 Hufsmith Kohrville Road, Tomball, Texas 77375 Suite** _____ (the "Premises")

Gentlemen:

We, the undersigned Tenant, under the Lease described above (the "Lease"), certify to _____ ("Purchaser") and its successors and assigns as the prospective purchaser of the Premises, the following:

1. Attached hereto as Exhibit "A" is a true, correct, and complete copy of the Lease, including all amendments, exhibits, and addenda thereto.

2. There has not been a cancellation, modification, assignment, renewal, extension, or amendment to the Lease, except the following (true and correct copies of all of which are attached hereto and initialed by Tenant):

_____

_____

_____

3. All of the current Base Rent (in the amount of **$** _____) and Initial Estimate of Monthly Taxes and Insurance Payment (in the amount of **$** _____) provided for in the Lease is paid through _____. A Security Deposit in the amount of _____ has been paid to Landlord.

4. Other than the Lease, there are no other agreements, written or oral, between Landlord and Tenant regarding the Premises or Tenant's obligation to pay rentals under the Lease, and Tenant does not claim a right to any concessions, free rent, or rental abatement other than as set forth in the Lease, except as follows:

_____

_____

5. Tenant currently pays for all utilities used in the Premises.

6. The Lease commenced on _____, and the rent commenced on _____. The Lease terminates on _____, and the Tenant is not entitled to any renewal options except _____ options to extend, of _____ (_____) months each.

7. The interest of Tenant in the Lease has not been assigned or encumbered, and not part of the Premises has been sublet. Landlord has satisfied all operating covenants of Landlord under the Lease.

8. The Lease is in full force and effect and Tenant is not aware of any presently existing claims against Landlord or any offsets against rent due under the Lease. There are no (i) defaults of Landlord or Tenant under the Lease, (ii) existing circumstances which with the passage of time, or notice or both, would give rise to a default by Landlord or Tenant under the Lease, (iii) existing rights to abate, reduce or offset sums against the rent or terminate this Lease because of any other condition, or (iv) existing circumstances which with the passage of time, or notice, or both, would give rise to a right to abate, reduce or offset sums against rent or terminate the Lease.

9. The Premises have been completed and accepted and are in conformity with the terms of the Lease, subject to the (i) Landlord's warranty and repair obligation contained in the Lease solely with respect to the roof, foundation and load-bearing walls supporting the roof of the building, (ii) general contractor's warranty obligations to the Tenant (if any) and (iii) liability of the architect and any engineers to the Tenant (if any) for design defects. Tenant has been paid all sums (if any) owed by Landlord with respect to allowances for construction performed at the Premises by Tenant.

10. The Tenant has not filed a petition in bankruptcy that has not been dismissed as of the date hereof, has not been subject to an involuntary petition in bankruptcy which has not been dismissed, has not made an assignment for the benefit of any creditor(s), or has not been adjudged to be bankrupt or insolvent by a court of competent jurisdiction.

11. The Tenant has not received any option to purchase any portion of the Premises, except as follows: _____
_____.

12. Any notices which may or shall be given to Tenant under the terms of the Lease are not to be sent to Tenant at the following address:
_____

_____

13. The undersigned has all requisite authority to execute this Estoppel Certificate on behalf of Tenant. The undersigned acknowledges that Purchaser has requested the information contained herein for purposes of confirming and clarifying certain provisions of the Lease and is relying (and will rely) on the truth and accuracy of the representations made herein and upon the authority of the undersigned to execute this Estoppel Certificate on behalf of Tenant, in connection with Purchaser's decision to purchase (or not to purchase) the Premises. This Estoppel Certificate may only be relied upon by Purchaser and

Purchaser's lender in connection with the acquisition and financing of the Premises, and no other person or entity shall be entitled to be a third-party beneficiary of this Estoppel Certificate.

14. Tenant acknowledges and consents to the fact that Landlord may assign and transfer or has assigned and transferred the Landlord's interest under the Lease to Purchaser and Tenant agrees to attorn to Purchaser and to perform all of Tenant's obligations as the tenant under the Lease (including, without limitation, the payment of rent) directly to Purchaser, its successors and assigns, as the new Landlord under the Lease from and after the effective date of such assignment and transfer of the Lease by Landlord to Purchaser. Purchaser shall not be liable for any act or omission of any prior Landlord under the Lease, which act or omission shall have occurred prior to the date Purchaser acquires Landlord's interest in the Lease.

15. So long as the Earnest Money Contract ("Contract") between Landlord and Purchaser is pending, Tenant understands and agrees that the Lease may not be modified or amended in any respect without the prior written consent of Purchaser.

Very truly yours,

_____

(Tenant)

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

Exhibit "E"

RULES & REGULATIONS

1. All floor areas and other improvements in or on the Leased Premises (including, without limitation, entrances and returns, doors, fixtures, windows, aisles, and displays) shall be maintained in a safe, neat, clean, and attractive condition.

2. No person shall use the parking areas except for ingress and egress and for the parking of motor vehicles during the period of time such persons or the occupants of such vehicles. No sidewalks, walkways, or halls shall be used other than for pedestrian travel. No roadways, walkways, sidewalks, halls, parking areas, or other open areas shall be used by skateboards, roller blades, roller skates, or other moveable contrivances, except for or by handicapped persons.

3. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking spaces, except that trucks may be parked elsewhere on the Leased Premises in an orderly manner.

4. No person shall do any of the following:

   A. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind on or in any part of the Leased Premises;

   B. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Leased Premises.

5. No sign or covering shall be inscribed, displayed, printed, affixed, or hung on or to, or placed in or used in connection with, any window or door located on or within the Leased Premises without the prior written consent of Landlord. Landlord shall have the right to remove any such sign or covering that violates this provision without notice to and at the expense of Tenant.

6. Landlord reserves the right to exclude or expel from the Leased Premises, any person who, in Landlord's judgment, is or appears to be intoxicated or under the influence of liquor or drugs, or is in violation of any of these Rules and Regulations.

7. Tenant shall comply with all commercially reasonable safety, fire protection, and evacuation procedures and regulations established by Landlord, its insurance carriers, or any governmental agency.

8. Landlord reserves the right to restrict the use of all electrical extension cords. At no time shall more than two electrical devices be connected to any single electrical outlet. Multiple adapters are prohibited. Any extension cord used must be a two-wire cord with a ground, and must be sized according to the power draw on the circuit.

9. The plumbing fixtures shall be used only for the purposes, for which they are designed, and no sweepings, rubbish, rags, or other unsuitable materials shall be disposed into them. Without the prior written consent of Landlord, Tenant shall not use the Leased Premises for washing clothes, lodging, or for any improper, objectionable, or immoral purposes. No cooking shall be done or permitted by Tenant on the Leased Premises, other than cooking for Tenant's employees and visitors, including, without limitation, events hosted by Tenant at the Leased Premises.

10. Neither Tenant nor its employees, agents, contractors, subcontractors, or invitees shall go upon the roof of the Leased Premises without Landlord's prior written consent.

11. Tenant shall not alter any lock or install a new or additional lock or bolt on any door of its Leased Premises. Landlord utilizes a proprietary door lock/hardware system. All exterior and interior locks, padlocks or other means of securing the premises shall be supplied by Landlord's security provider and in accordance with the numbering/organization scheme maintained by Landlord. Landlord will provide Tenant with new cores for all exterior doors/padlocks and will provide tenant with two (2) keys to exterior doors. Additional keys must be ordered thru Landlord via TWA (Tenant Web Access) portal and will be billed to Tenant's account.

12. Tenant shall not sell or regularly serve alcoholic beverages on the Leased Premises without the prior written consent of Landlord.

13. The Leased Premises shall be used only for the purposes set forth in the Lease.

14. Tenant shall store all its trash and garbage within its Leased Premises or in dumpsters or other contained areas in the Leased Premises. No material shall be placed in the trashcans or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the area, without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be made only through entryways provided for such purpose and at such times as Landlord shall designate. Large containers and any non-compactable trash shall be kept in the Leased Premises until such time as Tenant has made suitable arrangements for its removal. In no event shall Tenant's trash be visible to the general public or constitute any health, fire hazard, or nuisance to the public. No burning of trash, refuse, or waste shall be permitted.

15. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter, or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease to which these Rules and Regulations are attached. Landlord reserves the right to rescind or waive any of the rules and regulations set forth herein (as to an individual tenant or as to all the tenants) and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety and protection, care, and cleanliness of the Leased Premises, the operation thereof, the preservation of good order therein, or the protection and comfort of the Tenant and their agents, employees, and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

Exhibit "F"

HAZARDOUS SUBSTANCES

1. Tenant shall not cause or permit any Hazardous Substance (as hereinafter defined) to be brought upon, generated, manufactured, refined, produced, processed, kept, stored, discharged, disposed of, leaked, emitted, or used (collectively herein called "Processed and Stored") in, or about the Leased Premises, except for such Hazardous Substances as are necessary or useful to Tenant's business and the use of which is expressly approved by Landlord in writing. Landlord shall have no obligation to grant any such approval.

2. If Landlord consents as provided in paragraph 1 above, any Hazardous Substance permitted on the Leased Premises, and all containers therefor, shall be Processed and Stored in a manner that complies with all Governmental Laws (as hereinafter defined) applicable to Hazardous Substances.

3. Tenant shall not cause or permit any material or substance to be Processed or Stored in, on or about the Leased Premises, or the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Leased Premises, or elsewhere, or (b) the condition, use, or enjoyment of the Building or any other real or personal property.

4. Tenant shall not cause or permit to occur any violation of any governmental law on, in, under, or about the Leased Premises, arising from Tenant's use, occupancy, or possession of the Leased Premises, including, but not limited to, soil and ground water conditions.

5. As used herein, the term "Hazardous Substance" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products, and their by-products (d) any substance that is or becomes regulated by a federal, state or local governmental authority; (e) any other ignitable, reactive, corrosive, hazardous, toxic, flammable, explosive, radioactive material, asbestos, asbestos containing material, polychlorinated biphenyl, chemical known or suspected to cause cancer or reproductive toxicity, pollutants, contaminates, hazardous wastes, controlled drugs or substances (except prescription drugs pursuant to existing prescriptions), (f) any substance or material declared to be hazardous or toxic under any statute, law, regulation, code, ordination rule or governmental pronouncement now or hereafter enacted or promulgated by any governmental authority (herein called "Governmental Laws") or (g) dangerous substance or material.

6. Tenant shall, at Tenant's own expense, comply with Governmental Laws relating to or regulating the bringing upon, generating, manufacturing, refining, producing, processing, keeping, storing, discharging, disposing of, leaking, emitting, or using (collectively herein called "Processing and Storing") of Hazardous Substances that occur during the term of the Lease.

7. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of any governmental authority (the "Authority") under the Governmental Laws.

8. Should any Authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of the Processing and Storing of Hazardous Substances by Tenant that occurs during the term of this Lease, at or from the Leased Premises, or which arises at any time from Tenant's use or occupancy of the Leased Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such clean-up plans.

9. Tenant shall promptly provide all information regarding the Processing and Storing of Hazardous Substances that is requested by Landlord.

10. If Tenant fails to fulfill any duty imposed under this Exhibit "F" within a reasonable time, not less than thirty (30) days after receipt of written notice, Landlord may do so; and in such case, Tenant shall reasonably cooperate with Landlord in order to prepare all documents Landlord reasonably deems necessary or appropriate to determine the applicability of the Governmental Laws to the Premises and Tenant's use, occupancy or possession thereof, and for compliance therewith, the Tenant shall execute all such documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Exhibit "F".

11. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to any Processing and Storage of Hazardous Substances by Tenant in, on, under or about the Leased Premises and the Tenant shall give immediate notice to the Landlord of any violation or potential violation of the provisions of Exhibit "F" or any Governmental Laws. Tenant shall defend, indemnify, and hold harmless Landlord, its agents, employees and managers, and their respective partners, agents, employees, officers, directors, beneficiaries, shareholders, partners, consultants and advisers from and against all claims, demands, penalties, fines, suits, causes of action, liabilities, settlements, damages, costs, expenses (including, without limitation, attorneys and consultants fees, court costs, and litigation expenses), or losses (including, without limitation, a decrease in value of the Leased Premises or usable space) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to, arising out of or in connection with or which is alleged to have arisen out of or in connection with any violation or alleged violation by Tenant of any covenant contained in this Exhibit "F".

12. In the event of a violation by Tenant of any covenant contained in this Exhibit "F" after this Lease has expired or otherwise terminated, and Landlord is not able to lease the Leased Premises as a result of such violation or alleged violation, then in addition to its obligations under Section 11 of this Exhibit "F", Tenant shall also reimburse Landlord for the Base Rent (at the applicable Market Rate) that Landlord would have received for the Leased Premises from the expiration of this Lease until such time that Tenant has complied with the terms of this Exhibit "F".

13. The provisions of this Exhibit "F" shall be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.

Exhibit "G"

PROHIBITED USES

General Restrictions on Use. Unless otherwise approved by Landlord in writing, no portion of the Land shall be used, leased, subleased, or operated for:

(1) automotive repair, car wash, gasoline sales, or tire or battery sales;

(2) the renting, leasing, sale or display of any, truck, trailer, recreational vehicle or boats which are on premises; however, nothing shall prevent any such renting, leasing, or sale if the vehicles, trucks, trailers or boats are located at another site;

(3) any use which emits an obnoxious odor, or excessive noise or sound which can be heard or smelled outside of any building located in on the Land or which creates unusual fire, explosive or other risks to any portion of the Land;

(4) any mobile home park, trailer park, labor camp, or junkyard (except this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance);

(5) any dumping, disposing, incinerating or reduction of garbage (exclusive of garbage compactors located near the rear of any building) except any recycle centers required by governmental regulations;

(6) any living quarters, sleeping apartments or lodging rooms;

(7) any veterinary hospital or animal raising facility;

(8) any mortuary or funeral home;

(9) any church, school or day-care;

(10) any establishment whose primary business is the sale or rental or display of sexual materials or drug related paraphernalia or whose primary business is providing any adult only or sexually oriented service or product including, but not limited to, massage parlors, brothels, topless establishments, any "sex" shop, "peep show", any "adult" bookstore or "adult" movie theater;

(11) any flea market, amusement park, video arcade, pool or billiard hall;

(12) any gaming facility or operation including, but not limited to, off-track or sports betting parlor, table games such as blackjack, poker, slot machines, video poker, blackjack, keno machines or similar devices or bingo hall;

(13) any central laundry, dry cleaning plant or Laundromat; provided, however, this prohibition shall not be applicable to a laundry which is an ultimate consumer pickup and delivery site, provided no cleaning actually takes place upon the Land;

(14) the operation, establishment or maintenance of a movie theatre, children's playground, night club, bowling alley, skating or roller rink, health spa, a second hand or pawn shop type of business or other entertainment facilities, or any use in violation of applicable zoning and other governmental laws and regulations;

(15) any use which is public or private nuisance;

(16) distilling, refining, smelting, agricultural, animal raising or boarding or mining operation; or

(17) any place for public assembly (such as a church or meeting hall).

Exhibit "H"

COMMENCEMENT DATE AGREEMENT

1. Landlord: **HUFSMITH KOHRVILLE BUSINESS PARK LLC**

2. Tenant: **Kara Miles Hair**

3. Leased Premises: Approximately **1,625** square feet of space within the building commonly known as BUILDING **1**, **Suite 1-C**, 22525 Hufsmith Kohrville Road, Tomball, Harris County,Texas 77375

4. Date of Lease:

5. Commencement Date: The Commencement Date of the Lease is **10/1/2024**. The initial term of the Lease is for **5** years as set forth in Section one (1) of the Lease. If the Commencement Date specified above is not the first date of a calendar month then a period of time equal to the partial month beginning with the Commencement Date shall be added to the term so that the term shall expire on the last day of a calendar month. Therefore, the Lease shall expire on **9/30/2029.**

LANDLORD:

Hufmsith Kohrville Business Park

General Partner

TENANT:

kara baker
kara baker (Jun 13, 2024 21:27 CDT)

KMH studio

Owner/Hairstylist

Exhibit "I"

GUARANTY OF LEASE

THIS GUARANTY is made among **Kara Miles** ("Guarantor"), and **HUFSMITH KOHRVILLE BUSINESS PARK LLC**, a Texas limited partnership ("Landlord"), and **Kara Miles Hair** ("Tenant(s)"), who represent and agree as follows:

1. Tenant has executed a lease (the "Lease"), dated , for approximately 1625 square feet of space in Building 1 Suite Suite 1-C with an address of 22525 Hufsmith Kohrville Road, Tomball, Texas 77375, all as more particularly described in the Lease (collectively, the "Leased Premises").

2. This Guaranty is given by Guarantor to induce Landlord to enter into the Lease with Tenant, and the parties understand that Landlord would not enter into the Lease without this Guaranty. It is expressly understood that if this Guaranty is signed after the execution of the Lease, Landlord would not have entered into the Lease without the prior commitment by Guarantor to execute this Guaranty. Guarantor hereby acknowledges and confirms that this Guaranty is supported by adequate consideration.

3. Guarantor hereby, jointly and severally, unconditionally and irrevocably guarantees to Landlord the full, faithful, prompt and complete payment and performance by Tenant of each and every obligation, condition and provision to be paid or performed by Tenant, and any assignee of Tenant, under the Lease.

4. This Guaranty shall be binding upon Guarantor for all option periods and/or assignments, renewals or extensions of the Lease, and shall include any and all modifications of the Lease or amendments thereto at any time made by Tenant and Landlord. Landlord and Tenant shall have no obligation to obtain Guarantor's approval prior to executing or making any renewals, extensions, modifications or other amendments to the Lease, and the failure by Landlord and Tenant to obtain such approval shall not in any way affect or diminish the validity and enforceability of this Guaranty.

5. Guarantor further agrees to indemnify, save and hold harmless Landlord from any and all loss, damage, liability, costs and expense in any way resulting from or arising out of the failure of Tenant to perform fully, faithfully and completely any one or more of the duties, liabilities and/or obligations under the Lease, as the same may be modified, amended, renewed and/or extended. In the event of a default by Tenant, Landlord may commence any action or proceeding against Guarantor, or may otherwise exercise any remedy available at law or in equity to enforce the provisions of this Guaranty. Landlord may maintain successive actions for successive defaults. Landlord's rights hereunder shall not be exhausted by Landlord's exercise of any of its rights or remedies or by any such action or by any number of successive actions, until and unless all obligations hereby guaranteed have been paid and fully performed.

6. No waiver or delay by Landlord of the enforcement of any of its rights and/or remedies under the Lease shall affect the obligations of Guarantor under this Guaranty.

7. The obligation of Guarantor hereunder is joint and several with Tenant. Landlord may proceed to enforce this obligation of Guarantor against Guarantor and Tenant, or either of them, without first proceeding against the other. The right of Landlord to enforce the obligations of Guarantor shall not be postponed, delayed or otherwise prejudiced by the commencement of proceedings (whether voluntary or involuntary) to have Tenant named as a debtor under the Federal Bankruptcy Code, or under any similar state or federal law. If Tenant becomes insolvent or is adjudicated a bankrupt or files a petition for reorganization, arrangement or similar relief under any present or future provisions of the Federal Bankruptcy Code, or similar state or federal law, or if such a petition filed by creditors of Tenant shall be approved by a court, or if Tenant shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law, or if a receiver of all or any part of Tenant's property is appointed by any state or federal court:

7.1 If the Lease is terminated or rejected, or the obligations of Tenant thereunder are modified, Landlord shall have the right to recover from Guarantor that which Landlord would be entitled to recover from Tenant under the Lease in the event of a default under the Lease by Tenant; and

7.2 If any obligation under the Lease is performed by Tenant, and all or any part of such performance is avoided or recovered from Landlord as a preference, fraudulent transfer or otherwise, in any bankruptcy, insolvency, liquidation, reorganization or other proceeding involving Tenant, the liability of Guarantor under this Guaranty shall remain in full force and effect for any part of the performance which is so avoided or recovered.

8. Tenant agrees to notify Guarantor of any defaults, or declared defaults, under the Lease, and Landlord may, but shall have no obligation to provide notice of any such defaults to Guarantor. Any notice or notices given by Landlord to Guarantor shall be deemed to be for convenience only, and shall not release Tenant of its obligation to give notice of any defaults or declared defaults to Guarantor. The failure of Landlord to give notice of any such defaults shall in no way prejudice Landlord's right to enforce this Guaranty.

9. This Guaranty shall be binding upon the parties hereto, their heirs, successors, representatives and assigns.

10. If any portion of this Guaranty is deemed to be unenforceable by a court of competent jurisdiction, this Guaranty shall be deemed to be modified only to the extent necessary to comply with applicable law.

11. Guarantor specifically understands and agrees that if Landlord enforces any of its rights hereunder as a result of any default under the Lease, Guarantor shall be liable to pay all reasonable attorneys' fees and costs incurred by Landlord as a result of the default.

12. If there is more than one Guarantor or more than one Tenant or Landlord, the singular shall also be deemed to mean the plural. If there is more than one Guarantor, the obligations of the Guarantors shall be joint and several. The release of any one or more Tenant(s) and/or Guarantor(s) shall not reduce the obligation of the remaining Tenant(s) and Guarantor(s) for all

amounts due or to become due under the Lease.

13. This Agreement shall be construed according to the laws of the State of Texas.

14. If Landlord has any interest in any collateral to secure all or any portion of Tenant's obligation under the Lease, or to secure any other obligations of Tenant to Landlord, such interest shall be deemed to be held for the benefit of Landlord only and shall not inure at any time to or for the benefit of Guarantor. Landlord shall have no obligation to record, maintain or otherwise enforce any such security interest, and Landlord's failure to do so shall neither diminish the enforceability of this Guaranty nor create any claim or right of Guarantor against Landlord.

15. Nothing in this Guaranty shall be deemed to grant or allow Guarantor any right of possession of the Leased Premises, whether before or after any payment by Guarantor under the Lease.

16. To the extent permitted by applicable laws, Guarantor waives and agrees not to assert or take advantage of: (a) all rights, remedies, claims and defenses based upon or related to §§ 51.003, 51.004 and 51.005 of the Texas Property Code (as the same may be amended from time to time), to the extent that the same pertain or may pertain to any enforcement of this Guaranty Agreement, Rule 31 of Texas Rules of Civil Procedure (as the same may be amended from time to time), § 17.001 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time), Chapter 43 of the Texas Civil Practice and Remedies Code (as the same may be amended from time to time) and any similar or analogous statutory or common laws or procedural rules of any jurisdiction relevant to guarantors, indemnitors, sureties, co-makers or accommodation parties; (b) any right to require Landlord to proceed against Tenant or any other person or entity, or to pursue any other remedy in Landlord's power before proceeding against Guarantor; (c) any defense of any statute of limitations or laches which may be asserted by Tenant; (d) any defense that may arise by reason of incapacity, lack of authority, dissolution or termination of, involvement in any bankruptcy or reorganization proceeding (including any rejection or disaffirmance of the Lease in such proceeding) by, or other similar occurrence with respect to Tenant or any successor in interest to Tenant; or (e) any right to receive any demand or any notice, including any notice of any default under the Lease.

17. The liability of the Guarantor hereunder shall in no way be affected by, and Guarantor expressly waives any defenses that may arise by reason of: (a) the release or discharge of Tenant in any creditors' workout, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease which results from the operation of any present or future provision of the Federal Bankruptcy Code or other statute, or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceeding; (d) the modification, assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; or (f) the cessation from any cause whatsoever of the liability of Tenant, other than full compliance therewith by Tenant.

18. No payment by Guarantor shall entitle Guarantor under any obligations owed by Tenant to Guarantor, by subrogation or otherwise, to any payment by Tenant under or out of the property of

Tenant, including but not limited to, the revenues derived from the Leased Premises, except after payment in full to Landlord of all amounts due and payable by Tenant to Landlord pursuant to the Lease. Guarantor hereby assigns to Landlord all of Guarantor's rights to any payments or distributions to which Guarantor may be entitled from Tenant out of any bankruptcy or similar state or federal proceeding in which filing of claims is required, and Guarantor hereby directs all applicable persons to make such distributions to Landlord, and not to Guarantor, until such time as all amounts due under the Lease to Landlord have been fully paid.

19. This Guaranty shall be enforced in accordance with the laws of the State of Texas, and the parties agree that venue of any disputes hereunder shall be in Harris County, Texas.

IN WITNESS WHEREOF, the parties have signed this Guaranty on the dates indicated below.

LANDLORD:

Signature:

Email: bill@wjl.me

TENANT:

Signature: kara baker
kara baker (Jun 13, 2024 21:27 CDT)

Email: karabaker31@gmail.com

GUARANTOR:

Signature: kara baker
kara baker (Jun 13, 2024 21:27 CDT)

Email: karabaker31@gmail.com

Address of Guarantor for Notice:

7915 Lookout Hill Dr Street
Magnolia, TX 77354
City, State & Zip

Exhibit "J"
Tenant's Insurance Requirements

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	▪ $1,000,000 Per Occurrence ▪ $2,000,000 General Aggregate ▪ $2,000,000 Products/Completed Operations Aggregate ▪ $1,000,000 Personal And Advertising Injury ▪ Designated Location(s) General Aggregate Limit	▪ Current ISO edition of CG 00 01 ▪ The personal injury contractual liability exclusion shall be deleted. ▪ Landlord shall be included as an insured under the CGL policy for liability arising out of Tenant's maintenance, use or occupancy of the Premises under this Agreement. Such coverage shall be written on ISO form CG 20 11 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Landlord Parties, with Landlord Parties' insurance being excess, secondary and non-contributing. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: o Contractual Liability Limitation CG 21 39 o Amendment of Insured Contract Definition CG 24 26 o Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it o Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured o Any Punitive, Exemplary or Multiplied Damages exclusion
Business Auto Liability	$1,000,000 Per Accident	▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	▪ Statutory Limits ▪ $1,000,000 Each Accident and Disease ▪ USL&H must be provided where such exposure exists.	▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Tenant's employment of workers and anyone for whom the Tenant may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.

		▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Tenant shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Landlord.
Excess Liability (Occurrence Basis)	$5,000,000 Each Occurrence	▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Environmental Liability	▪ $5,000,000 Each Occurrence ▪ Such insurance must provide third party liability coverage for bodily injury, property damage, clean up expenses, and defense arising from the operations of Tenant. ▪ All coverage provided in the policy shall apply to operations and completed operations of the firm without separate restrictions for either of these time frames. ▪ Mold and/or microbial matter and/or fungus and/or biological substance shall be specifically included within the definition of Pollutants in the policy.	▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o asbestos or lead o contractual assumption of liability o impaired property that has not been physically injured o materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. o punitive, exemplary or multiplied damages
Property	▪ Coverage shall be provided In an amount not less than 100% of the full replacement cost thereof and in compliance with all laws, regulations or ordinances affecting such property at any time during the Lease	▪ ISO Special Form, including theft ▪ Flood coverage shall be included ▪ Replacement Cost, Agreed Value basis ▪ Such insurance shall cover all buildings, piers, docks and other Tenant leasehold improvements, Tenant's business personal property, HVAC, trade fixtures and signs from time to time in, on, adjacent to or upon the Premises, and all alterations, additions, or changes made by Tenant pursuant to the terms of this Lease, and shall not be subject to coinsurance

Business Income and Extra Expense	▪ Coverage shall be provided on all operations at the described Premises ▪ Coverage shall be provided in an amount of not less than 80% of Tenant's gross annual income at the described Premises less non-continuing expenses	▪ ISO Special Form, including theft ▪ Flood coverage shall be included ▪ Agreed Value basis
Boiler & Machinery	▪ Coverage shall be provided on all operations at the described Premises	▪ Comprehensive Form or its equivalent, including Business Income ▪ Replacement Cost, Agreed Value basis
Other Insurance	Such other insurance against other insurable hazards as Landlord may from time to time reasonably require	

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

i. "ISO" means Insurance Services Office.
ii. "Tenant" shall include lessees of any tier.
iii. "Landlord Parties" means (a) **HUFSMITH KOHRVILLE BUSINESS PARK LLC** ("Landlord"), (b) its shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (c) any directors, officers, employees, or agents, and (d) others as required by the Lease Documents.

B. Policies.

i. All policies must:
   a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times during this Agreement.
   b. Provide a waiver of subrogation in favor of Landlord Parties on all insurance coverage carried by Tenant, whether required herein or not
   c. Contain an endorsement providing for thirty (30) days prior written notice to Landlord of cancellation.
   d. Be provided to the Landlord Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Landlord.
ii. Failure of any Landlord Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Landlord Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Tenant's obligation to maintain such insurance.
iii. Tenant shall provide to the Landlord a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Landlord prior to the expiration of the previous policy.
iv. Commencement of occupancy without provision of the required certificate of insurance, evidence of insurance or required endorsements, or without compliance with any other provision of this

Agreement, shall not constitute a waiver by any Landlord Party of any rights. The Landlord shall have the right, but not the obligation, of prohibiting the Tenant from utilizing the Premises in any manner until such certificate of insurance, evidence of insurance or required endorsements are received and approved by the Landlord.

C. Limits, Deductibles and Retentions

i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

ii. No deductible or self-insured retention shall exceed $25,000 without prior written approval of the Landlord, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Tenant's sole risk. The Tenant shall not be reimbursed for same

D. Forms

i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Landlord will have the right to require other equivalent forms.

ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Landlord.

E. Evidence of Insurance. Insurance must be evidenced as follows:

i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.

ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.

iii. Evidence shall be provided to Landlord prior to commencing Work and prior to the expiration of any required coverage.

iv. ACORD Forms specify:
   a. Landlord as certificate holder at Landlord's mailing address;
   b. Insured's name, which must match that on this Agreement;
   c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
   d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
   e. Additional Insured status in favor of Landlord Parties;
   f. Amount of any deductible or self-insured retention in excess of $25,000;
   g. Designated Location(s) General Aggregate Limit;
   h. Personal Injury Contractual Liability;
   i. Primary and non-contributory status;
   j. Waivers of subrogation; and
   k. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

v. Copies of the following General Liability endorsements shall also be provided:
   a. Additional insured endorsement
   b. 30 Day Notice of Cancellation
   c. Schedule of Forms and Endorsements

F. Tenant Insurance Representations to Landlord Parties

i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Landlord Parties' minimum requirements and are not to be construed to void or limit the Tenant's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Tenant should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Tenant in support of the Tenant's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Tenant, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Tenant shall fail to remedy such breach within five (5) business days after notice by the Landlord, the Tenant will be liable for any and all costs, liabilities, damages and penalties resulting to the Landlord Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Tenant by the Landlord. In the event of any failure by the Tenant to comply with the provisions of this Agreement, the Landlord may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Tenant, purchase such insurance, at the Tenant's expense, provided that the Landlord shall have no obligation to do so and if the Landlord shall do so, the Tenant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Release and Waiver

The Tenant hereby releases the Landlord Parties from any and all claims or causes of action whatsoever which the Tenant might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained or required to be maintained by the Tenant pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE LANDLORD PARTIES.**

H. Self-Insurance, Large Deductibles and/or Retentions

i. If Tenant elects to self-insure or to maintain insurance required herein subject to deductibles and/or retentions exceeding $25,000.00, Landlord and Tenant shall maintain all rights and obligations between themselves as if Tenant maintained the insurance with a commercial insurer including any Additional Insured status, Primary and Non-Contributory Liability, Waivers of Rights of Recovery, Other Insurance Clauses, and any other extensions of coverage required herein. Tenant shall pay from its assets the costs, expenses, damages, claims, losses and liabilities, including attorney's fees and necessary litigation expenses at least to the extent that an insurance company would have been obligated to pay those amounts if Tenant had maintained the insurance pursuant to this Exhibit.

ii. All deductibles, retentions, and/or uninsured amounts shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Landlord shall not be responsible for payment of any deductible or self-insured retention or uninsured amount.

iii. The Tenant's right to self-insure shall terminate at any time (1) Tenant's net worth, as reported in its latest annual report, or audited financial statement prepared in accordance with GAAP, drops below

two hundred fifty million dollars ($250,000,000.00), (2) Tenant's Moody's rating on its long-term debt drops below investment grade, or (3) Tenant fails to maintain adequate loss reserves to fund its self-insurance obligations.

2024.06.10 Kara Miles Hair Lease

Final Audit Report 2024-06-14

Created:	2024-06-12
By:	Matthew Lawrence (matt@wjl.me)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPviGLeSRIou5Bj7mjYs201jmBw8TXoaZ

"2024.06.10 Kara Miles Hair Lease" History

Document created by Matthew Lawrence (matt@wjl.me)
2024-06-12 - 1:36:33 AM GMT- IP address: 108.210.128.153

Document emailed to karabaker31@gmail.com for signature
2024-06-12 - 2:21:31 AM GMT

Email viewed by karabaker31@gmail.com
2024-06-12 - 2:21:36 AM GMT- IP address: 66.249.80.98

Signer karabaker31@gmail.com entered name at signing as kara baker
2024-06-14 - 2:26:58 AM GMT- IP address: 104.55.64.127

Document e-signed by kara baker (karabaker31@gmail.com)
Signature Date: 2024-06-14 - 2:27:00 AM GMT - Time Source: server- IP address: 104.55.64.127

Document emailed to William Lawrence (bill@wjl.me) for signature
2024-06-14 - 2:27:02 AM GMT

Email viewed by William Lawrence (bill@wjl.me)
2024-06-14 - 1:47:06 PM GMT- IP address: 108.210.128.153

Document e-signed by William Lawrence (bill@wjl.me)
Signature Date: 2024-06-14 - 4:41:28 PM GMT - Time Source: server- IP address: 108.210.128.153

Agreement completed.
2024-06-14 - 4:41:28 PM GMT

Adobe Acrobat Sign

RESOLUTION NO. 2024-33-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 KARA MILES HAIR (KMH STUDIO), LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), found by the Board to be required or suitable to promote a new business development by Kara Miles Hair (KMH Studio), LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars ($10,000.00), to Kara Miles Hair (KMH Studio), LLC, in accordance with an economic development agreement by and between the TEDC and Kara Miles Hair (KMH Studio), LLC to promote and develop a new or expanded business enterprise, to be located at 22525 Hufsmith Kohrville Road, Bldg. 1-Suite 1-C, Tomball, Texas 77375.

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

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

PASSED AND APPROVED on first reading this _____ day of _____, 202__.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 202__.

_____
Lori Klein Quinn, Mayor

ATTEST:

_____
Tracy Garcia, City Secretary

AGREEMENT

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

This Agreement (the "Agreement") is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the "TEDC"), and **KARA MILES HAIR STUDIO, LLC** (the "Company"), 26820 Kuykendhal Rd., The Woodlands, TX 77389

W I T N E S S E T H :

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the "City"); and

WHEREAS, the Company proposes to lease a 1,625 square foot existing retail space located at 22525 Hufsmith Kohrville Rd., Bldg. 1 - Suite 1-C, Tomball, Texas 77375 (the "Property"), and more particularly described in Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, the Company plans to develop a hair salon with two (2) full-time employees at the Property; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars ($10,000.00), in accordance with an established Rental Assistance Incentive; and

DRAFT

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

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

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

DRAFT

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars ($10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

DRAFT

6.

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

7.

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

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

If to Company: Kara Miles Hair Studio, LLC
22525 Hufsmith Kohrville Road, Bldg. 1 - Suite 1-C
Tomball, TX 77375
Attn: Kara Baker Miles, Owner

8.

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

DRAFT

9.

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

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

DRAFT

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2024 (the "Effective Date").

KARA MILES HAIR STUDIO, LLC

By: _____

Name: Kara Baker Miles

Title: Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2024, by Kara Baker Miles, Owner of Kara Miles Hair Studio, LLC, for and on behalf of said company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of ___September___ 2024, 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)

DRAFT

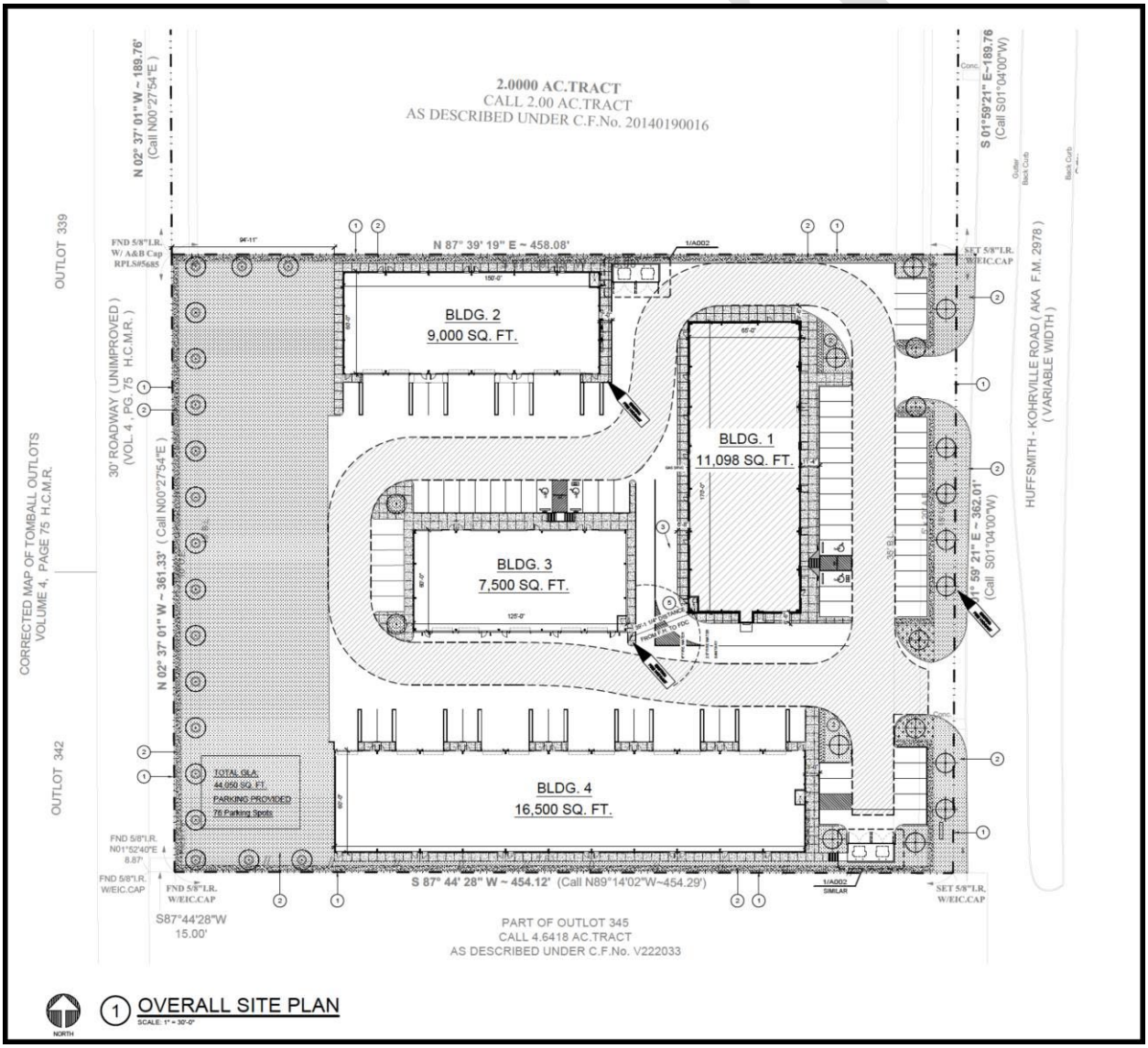
Exhibit "A"

<u>Legal Description of Property</u>

Hufsmith Kohrville Business Park

Building 1 Suite 1-C

22525 Hufsmith Kohrville Road, Tomball, TX 77375



City Council
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Conduct a public hearing and consideration to approve **Zoning Case Z24-013**: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-27, 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 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, from the Light Industrial District to the Commercial District, within the city of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed $2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background: On September 9th, the Planning & Zoning Commission conducted a public hearing and considered the zoning case. Topics of discussion included the building setback differences between the existing Light Industrial District (LI) and proposed Commercial District (C). The applicant's request to rezone from the Light Industrial District the Commercial District is centered around reducing the side and rear building setbacks (25 feet for LI versus 10 feet for C). Note that the Commercial District does not permit many of the more intense uses permitted in the Light Industrial District, hence the reduced building setback requirements.

There was also a discussion regarding screening and buffering between the property and the Manufactured Home Park District to the north. The Tomball Municipal Code does not require any screening and buffering between non-residential uses and properties zoned Manufactured Home Park.

The rezoning request is consistent with the Comprehensive Plan's Future Land Use Plan and no one from the public spoke in opposition of the case. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote with the following votes cast.

Chair Anderson	Aye
Commissioner Ross	Aye
Commissioner Moore	Aye
Commissioner Harris	Aye
Commissioner Pye	Aye

Origination: Tim Littlefield, LLC

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____

Staff Member Date City Manager Date

ORDINANCE NO. 2024-27

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 5.001 ACRES OF LAND LEGALLY DESCRIBED AS BEING OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS, FROM THE LIGHT INDUSTRIAL DISTRICT TO THE COMMERCIAL DISTRICT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

Whereas, Tim Littlefield, LLC has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.001 acres of land legally described as being Outlot 281 of the Corrected Map of Tomball Outlots, within the City of Tomball, Harris County, Texas (the "Property"), from the Light Industrial District to the Commercial District; and

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

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

Whereas, the City Council deems it appropriate to grant a rezoning to the Commercial District.

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

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

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

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

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

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, imp

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

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed $2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2024.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2024.

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

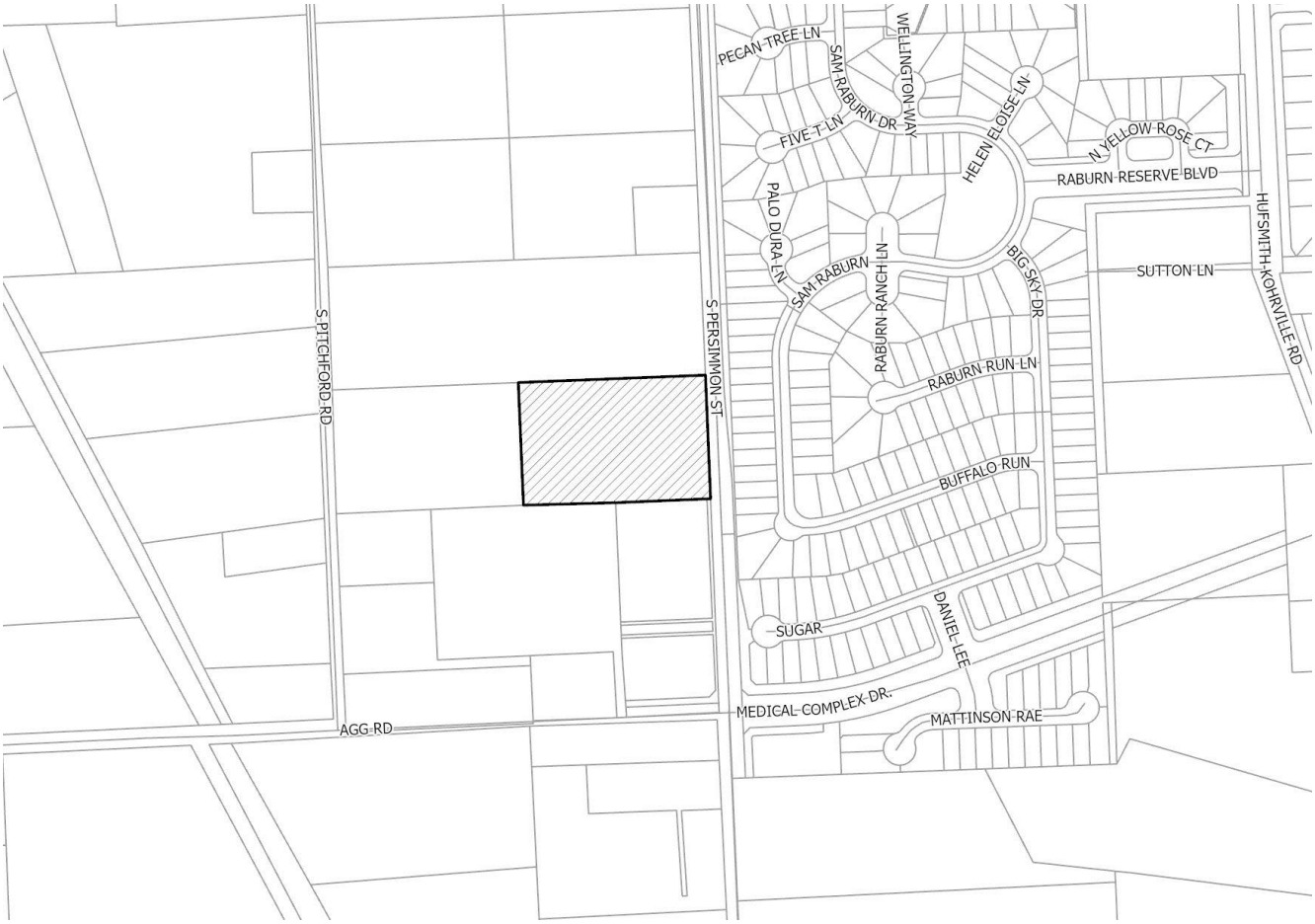
_____
LORI KLEIN QUINN, Mayor

ATTEST:

_____
TRACYLYNN GARCIA, City Secretary

Exhibit “A”

<u>Location</u>: 1000 block of South Persimmon Street, City of Tomball, Harris County, Texas.



NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
OCTOBER 7, 2024

Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, October 7, 2024 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, City Council will consider the following:

Zoning Case Z24-13: Request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@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 4th day of October 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley
Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

City of Tomball
Community Development Department

TIM LITTLEFIELD LLC
9618 KIRKSTONE TERRACE DR
SPRING,TX 77379-5333

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-13 **08/19/2024**

The Planning & Zoning Commission will hold a public hearing on **September 9, 2024** at **6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **re-zoning.** The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **September 16, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-13
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TIM LITTLEFIELD LLC
Parcel I.D.: 0352880000420
Address:0 PERSIMMON

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: _____

City of Tomball
Community Development Department

TIM LITTLEFIELD LLC
15925 FM 3083 6
CONROE,TX 77301-

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-13 **08/19/2024**

The Planning & Zoning Commission will hold a public hearing on **September 9, 2024** at **6:00 PM**, in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Tim Littlefield, LLC to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.006 acres of land legally described as being Outlot 281 of the corrected map of Tomball Outlots from Light Industrial (LI) to the Commercial (C) zoning district. The property is located in the 1000 block (west side) of South Persimmon Street, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for **re-zoning.** The solid boundary line around the subject area is only a notification area. All owners of property within 300-feet of the subject property are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by City Council for First Reading with public hearing on **September 16, 2024 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-13
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: TIM LITTLEFIELD LLC
Parcel I.D.: 1422610010001
Address:1310 S PERSIMMON RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature: _____

Community Development Department

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: September 9, 2024
City Council Public Hearing Date: September 16, 2024

Rezoning Case:	Z24-013
Property Owner(s):	Tim Littlefield, LLC
Applicant(s):	Tim Littlefield, LLC
Legal Description:	Outlot 281 of the corrected map of Tomball Outlots
Location:	1000 block (west side) of South Persimmon Street (Exhibit "A")
Area:	5.006 acres
Comp Plan Designation:	Business Park and Industrial (Exhibit "B")
Present Zoning:	Light Industrial (LI) District (Exhibit "C")
Request:	Rezone from the Light Industrial (LI) to the Commercial (C) District

Adjacent Zoning & Land Uses:

North: Manufactured Home Park (MHP) / Dwelling – HUD code-manufactured home (23)

South: Single-Family Estate Residential – 20 (SF-20-E) and Light Industrial (LI) / Dwelling – Single-Family detached and a construction company's office, warehouse, and equipment yard

East: Planned Development – 12 (PD-12) / Dwellings – Single-family detached

West: Commercial (C) / Business headquarters

BACKGROUND

The subject property is currently undeveloped and was successfully rezoned from SF-20-E to the LI district (Z23-09) in June of 2023. This request aims to allow for the development of a multibuilding business park that can be developed to the Commercial (C) zoning district standards. Specifically, the applicant is seeking relief from the required side and rear yards that are greater within the LI district than those required within the Commercial (C) district.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as "Business Park and Industrial" by the Comprehensive Plan's Future Land Use Map. The Business Park and Industrial category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

According to the Comprehensive Plan land uses should consist of offices, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Appropriate secondary uses include utility services, government facilities, and transportation/freight uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial category: Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The Comprehensive Plan identifies the need to carefully design commercial and industrial developments to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

Staff Review Comments: The request to rezone the subject property to Commercial (C) district is in conformance with the Future Land Use Plan. Furthermore, the subject property will have frontage onto South Persimmon Street which is designated as a Minor Arterial on Tomball's Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within a Commercial District. The approval of the requested zoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on August 19, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-013.

EXHIBITS

A. Aerial Location Map
B. Future Land Use Plan
C. Zoning Map
D. Site Photos
E. Rezoning Application

Exhibit "A"
Aerial Location Map

Exhibit "B"
Future Land Use Plan

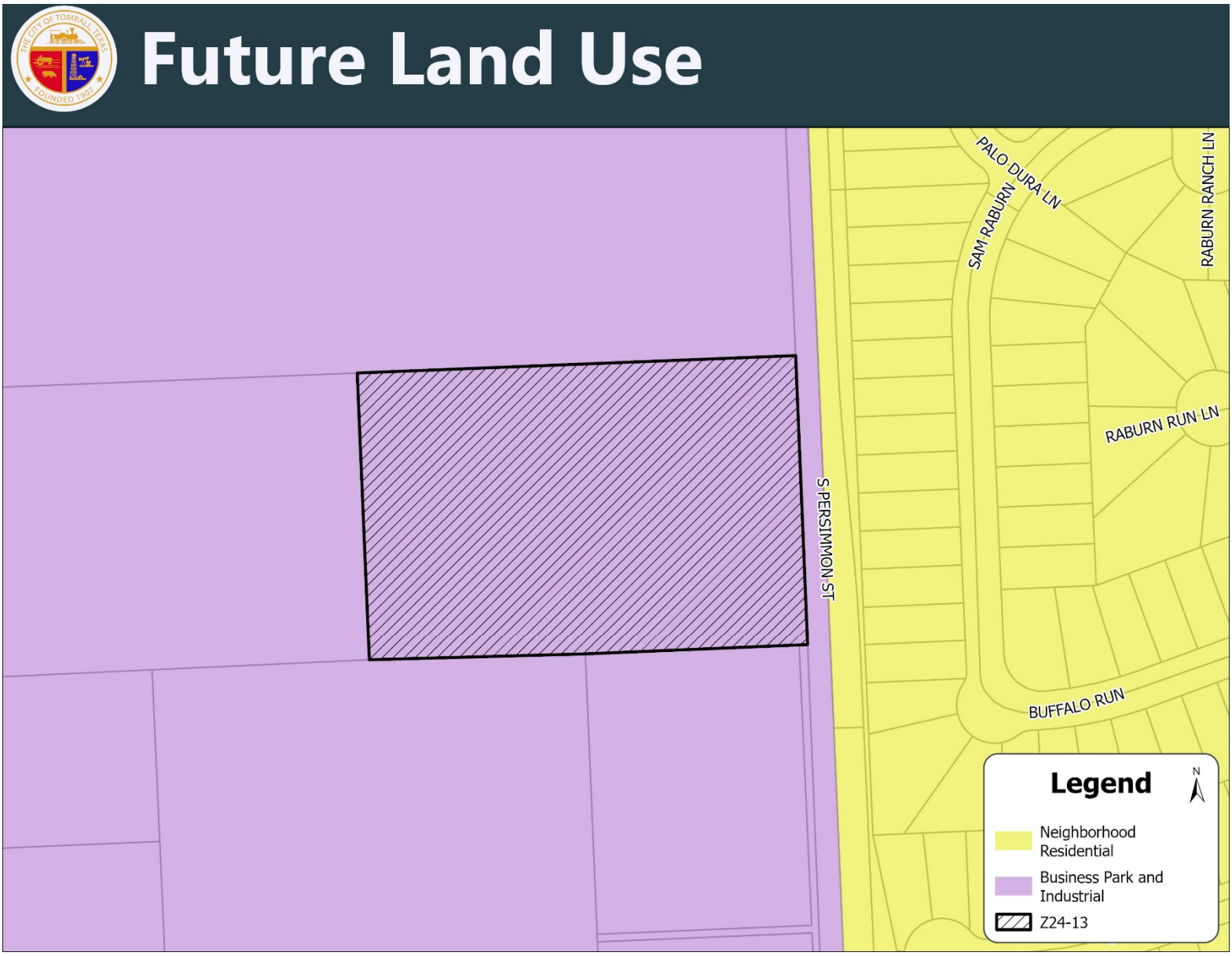


Exhibit "C"
Zoning Map

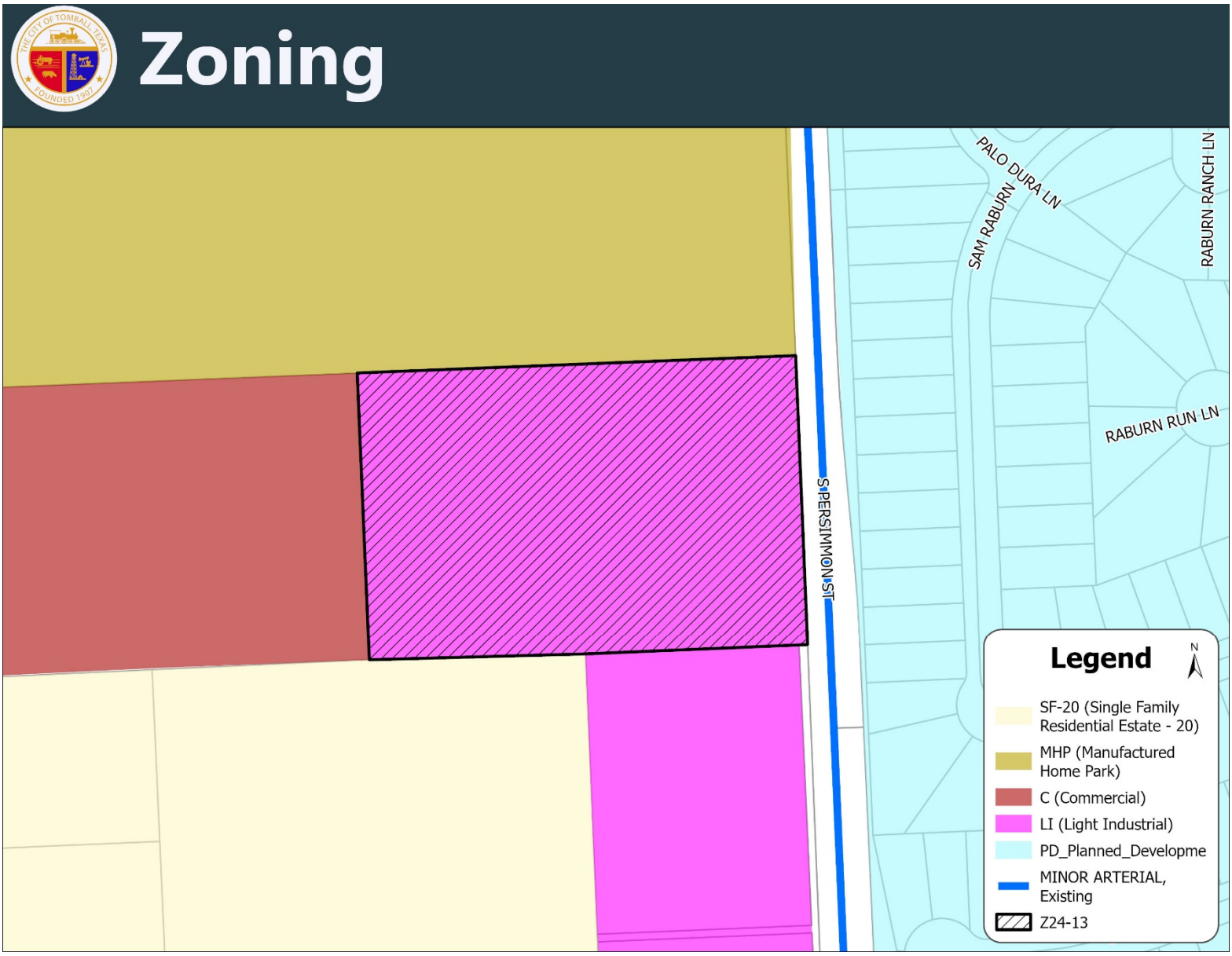


Exhibit "D"
Site Photo(s)

Subject Site

Neighbor (North)

Neighbor (South)

Neighbor (East)

Neighbor (West)

Exhibit "E"
Rezoning Application

Revised: 08/25/2023

APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be ***conditionally*** accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

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

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

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

Applicant
Name: Tim Littlefield, LLC Title: Owner
Mailing Address: 1310 Persimmon St. City: Tomball State: TX
Zip: 77375 Contact: Tim Littlefield
Phone: (281) 399-1488 Email: tim@littlefieldbrothers.com

Owner
Name: Tim Littlefield, LLC Title: Owner
Mailing Address: P.O. Box 1808 City: Tomball State: TX
Zip: 77377 Contact: Tim Littlefield
Phone: (281) 399-1488 Email: tim@littlefieldbrothers.com

Engineer/Surveyor (if applicable)
Name: Marty Comeaux Title: Architect
Mailing Address: 1631 Nocturne Ln. City: Houston State: Texas
Zip: 77043 Contact: Marty Comeaux
Phone: (832) 530-4769 Fax: (____) ____ Email: marty@mcomeauxarchitects.com

Description of Proposed Project: The development of multiple single story pre-engineered shell buildings for future Commercial Office/Warehouse occupancy.

Physical Location of Property: West side of S Persimmon St., between Agg Rd. and Sutton Ln.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: Tomball outlot 281, called 5.001 acres, C.C.F.N. RP-2023-78533 O.P.R.H.C.T. in the Jessie Pruitt Survey, A-629
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (LI) Light Industrial

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

Revised: 08/25/2023

Current Use of Property: Vacant

Proposed Zoning District: (C) : Commercial

Proposed Use of Property: The development of multiple single story pre-engineered shell buildings for future Commercial Office/Warehouse occupancy.

HCAD Identification Number: 0352880000420 Acreage: 5.001

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

X 8/1/24

Signature of Applicant Date

X Tim Littlefield LLC 8/1/24

Signature of Owner Date

Authentisign ID: 14955E5C-984B-EF11-86C3-002248270 6E1

Submittal Requirements

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

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

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

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

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

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

AuthenSign ID: 14955E5C-984B-EF11-86C3-0022482706E1

Application Process

1. The official filing date is the date the application and fee are received by the City.

2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.

3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.

4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.

5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).

6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.

RP-2023-78533
03/07/2023 ER $30.00

WARRANTY DEED

GF# 2796129-HO40

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

Date: March 3, 2023

Grantor: MENDOZA HOME BUILDERS LLC, a Texas limited liability company

Grantor's Mailing Address: 12815 Huffmeister Rd. Suite 2. Cypress, TX 77429 (Harris County)

Grantee: TIM LITTLEFIELD LLC, a Texas limited liability company

Grantee's Mailing Address: 9618 Kirkstone Terrace Dr, Spring, TX 77379 (County)

Consideration:

The sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the undersigned in hand paid by Grantee herein named, the receipt of which is hereby acknowledged

Property (including any improvements):

BEING 5.006 ACRES OF LAND, OUT OF THE JERRY COYT CARLISLE, ET UX 15.6203 ACRE TRACT, RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. K818858, FURTHER KNOWN AS OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS RECORDED IN VOL 4, PG. 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 5.006 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the herein above described property, but only to the extent they are still in effect, shown of record in the herein above mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the herein above described property.

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

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

RECORDED AT THE REQUEST OF FIRST AMERICAN TITLE
GF# 2796129-YA

RP-2023-78533
UNOFFICIAL COPY

EXECUTED on the date first above written.

MENDOZA HOME BUILDERS LLC

By: _____
(name) Raul Mendoza Jr.
(title) Authorized Signor

STATE OF Texas)
)
COUNTY OF Harris)

This instrument was acknowledged before me on the 3 day of March, 2023, by Raul Mendoza Jr. Authorized Signor of MENDOZA HOME BUILDERS LLC, a Texas limited liability company, on behalf of said company.

KARINA JANET HERNANDEZ
Notary ID #125787781
My Commission Expires
October 22, 2026

Karina Janet Hernandez
Notary Public in and for the
State of Texas

PREPARED IN THE OFFICE OF:
Law Office of Beard & Lane, P.C.
10611 Grant Road
Houston, Texas 77070
Telephone: (281) 897-8848
Email: brent@beardlane.com

AFTER RECORDING RETURN TO:

634688 WD

UNOFFICIAL COPY

RP-2023-78533

JEFFREY MOON & ASSOCIATES, INC.
LAND SURVEYORS
www.moonsurveying.com
T.B.P.E.L.S. 10112200
P.O. Box 2501 Conroe Texas 77305
Phone (936)756-5266, Fax (936)756-5281

FEBRUARY 21, 2023

BEING 5.001 ACRES OF LAND, SITUATED IN THE JESSIE PRUITT SURVEY, ABSTRACT NUMBER 629 IN HARRIS COUNTY, TEXAS AND BEING ALL OF OUTLOT 281 OF THE CORRECTED MAP OF TOMBALL OUTLOTS, A SUBDIVISION ACCORDING TO THE MAP AND OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS AND BEING THE SAME TRACT CALLED 5.006 ACRE TRACT AS CONVEYED IN DEED TO MENDOZA HOME BUILDERS, LLC., RECORDED UNDER COUNTY CLERK'S FILE NUMBER RP-2020-189624 OF THE OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS; SAID 5.001 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83), ALL DISTANCES SHOWN ARE GROUND:

UNOFFICIAL COPY

RP-2023-78533

BEGINNING at a 5/8 inch iron rod, found for the Southeast corner of the herein described, being the Southeast corner of said Outlot 281, being the Northeast corner of Outlot 284, being the Northeast corner of a called 4.393 acre tract conveyed in deed to Tim Littlefield LLC., recorded under County Clerk's File Number RP-2021-132294 of the Official Public Records of Harris County, Texas and being in the West line of Persimmon Road, as recorded in Volume 2, Page 65, Volume 4, Page 75, in Film Code 692320 of the Map Records of Harris County, Texas and recorded in Volume 1037, Page 710 of the Deed Records of Harris County, Texas and recorded under County Clerk's File Number 2020-222647 of the Official Public Records of Harris County, Texas;

THENCE South 87°36'04" West (Deed call: North 89°51'00" West), along the South line of said Outlot 281, The North line of said Outlot 284 and the North line of said 4.393 acre tract, passing at a distance of 11.23 feet a 5/8 inch iron rod found in the West line of a called 0.2547 acre tract conveyed to the City of Tomball recorded under County Clerk's File Number RP-2020222647 of the Official Public Records of Harris County, Texas, continuing along said line, passing at a distance of 292.20 feet a 1/2 inch iron rod, found for the Northwest corner of said 4.393 acre tract and being the Northeast corner of a called 6.21 acre tract conveyed in deed to Francisco Lopez and Veronica Beltran recorded under County Clerk's File Number 2015-0114381 of the Official Public Records of Harris County, Texas and continuing, in all, a total distance of 577.24 feet (Deed call: 577.51 feet) to a 1/2 inch iron rod, found for the Southwest corner of the herein described tract, being the Northeast corner of Outot 283 and being the Southeast corner of Outlot 280 called 5.002 acre tract conveyed in deed to Michael R. Brown recorded under County Clerk's File Number RP-2022-403731 of the Official Public Records of Harris County, Texas

THENCE North 02°17'18" West, (Deed call: North 00°13'27" West), along the West line of said Outlot 281 and the East line of said Outlot 280, a distance of 377.46 feet (Deed call: 377.60 feet) to 1/2 inch iron rod, found for the Northwest corner of the herein described tract, being the Northeast corner of said Outlot 280, being the Southeast corner of Outlot 276, being the Southwest corner of Outlot 277 and

being in the South line of a called 10.0148 acre tract as conveyed in deed to BK Resources, LLC., recorded under County Clerk's File Number 20140340605 of the Official Public Records of Harris County, Texas

THENCE North 87°35'25" East (Deed call: South 89°51'00" East), along the above mentioned line and the South line of said Outlot 277, a distance of 576.89 feet (Deed call 577.51 feet) to a 5/8 inch iron rod, found for the Northeast corner of the herein described tract, being the Southeast corner of said Outlot 277, being the Southeast corner of said 10.0148 acre tract and being in the West line of said Persimmon Road;

THENCE South 02°20'30" East (Deed call: South 00°13'27" West), along the above mentioned line a distance of 377.56 feet (Deed call: 377.60 feet), back to the Point of Beginning and containing 5.001 acres of land, based on the survey and plat prepared by Jeffrey Moon and Associates, Inc., dated February 21, 2023.

Job. No: 23-T-28 (5.001 Acres)

Taren Hanks
Registered Professional
Land Surveyor No. 6787

STATE OF TEXAS
REGISTERED
TAREN HANKS
6787
PROFESSIONAL
LAND SURVEYOR

UNOFFICIAL COPY

RP-2023-78533

RP-2023-78533

RP-2023-78533
Pages 5
03/07/2023 11:59 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees $30.00

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

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

COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

Littlefield Brothers
concrete construction

01 August, 2024

City of Tomball
Planning & Zoning Commission
Tomball, TX

Re: **Request to rezone property**
S. Persimmon Road
Tomball, Texas 77095

To whom it may concern:

We are proposing to develop our 5 acre tract for commercial purposes, and construct several single-story pre-engineered metal buildings for multi-tenant leasing. Our current Zoning District (LI) Light Industrial prescribes side and rear yard setbacks of 35' or more. A zoning of (C) Commercial, allows for only 10' side and rear yard building setbacks. Since our range of expected occupancy types are allowed under both (C) Commercial, as well as (LI) Light Industrial, in order to maximize our building square footage, we want to be zoned for (C) Commercial. This change will make a substantial difference in the building square footage we can place on the property. For this reason, we are requesting a change to Zoning District (C) Commercial.

Sincerely,

Tim Littlefield LLC

Notes:

1) Bearings are based upon the Texas State Plane Coordinate System, NAD 83, Texas Central Zone, U.S. Feet (TXSS-CF).

2) This survey is based in part on a Metes and Bounds description of even date.

3) Elevations are based upon a 3 inch Brass Disk in concrete near the upper Southeast corner of Lot 1, Block 2 of Tim Littlefield LLC Final Plat, and are adjusted to TSARP RM 100350, NAVD '88 2001 Adj., GEOID99. Elevation is 170.14'

4) The temporary benchmarks set on this tract of land are P.K. Nails set in the centerline of Persimmon Road on the East boundary of the subject tract:
- TBM "A": Elevation is 171.88'
- TBM "B": Elevation is 170.17'

5) This plat of survey has been performed with reliance upon title examination and abstracting performed by First American Title Guaranty Company under G.F. number 2796129-H040 with an effective date of February 15, 2023. This surveyor has not abstracted the subject tract.

6) Revised on June 20, 2024 to add topographic data for subject tract.

Schedule B 10(a): The Aerial and Utility Easements as set out on plat/map in Volume 4, Page 75 of the Map and/or plat Records of Harris County, Texas. (May be Subject to)

Schedule B 10(f): Easement for Electric Distribution Facilities recorded July 01, 1996 in the County Clerk's File Number R997214 of the Official Public Records of Harris County, Texas. (Blanket)

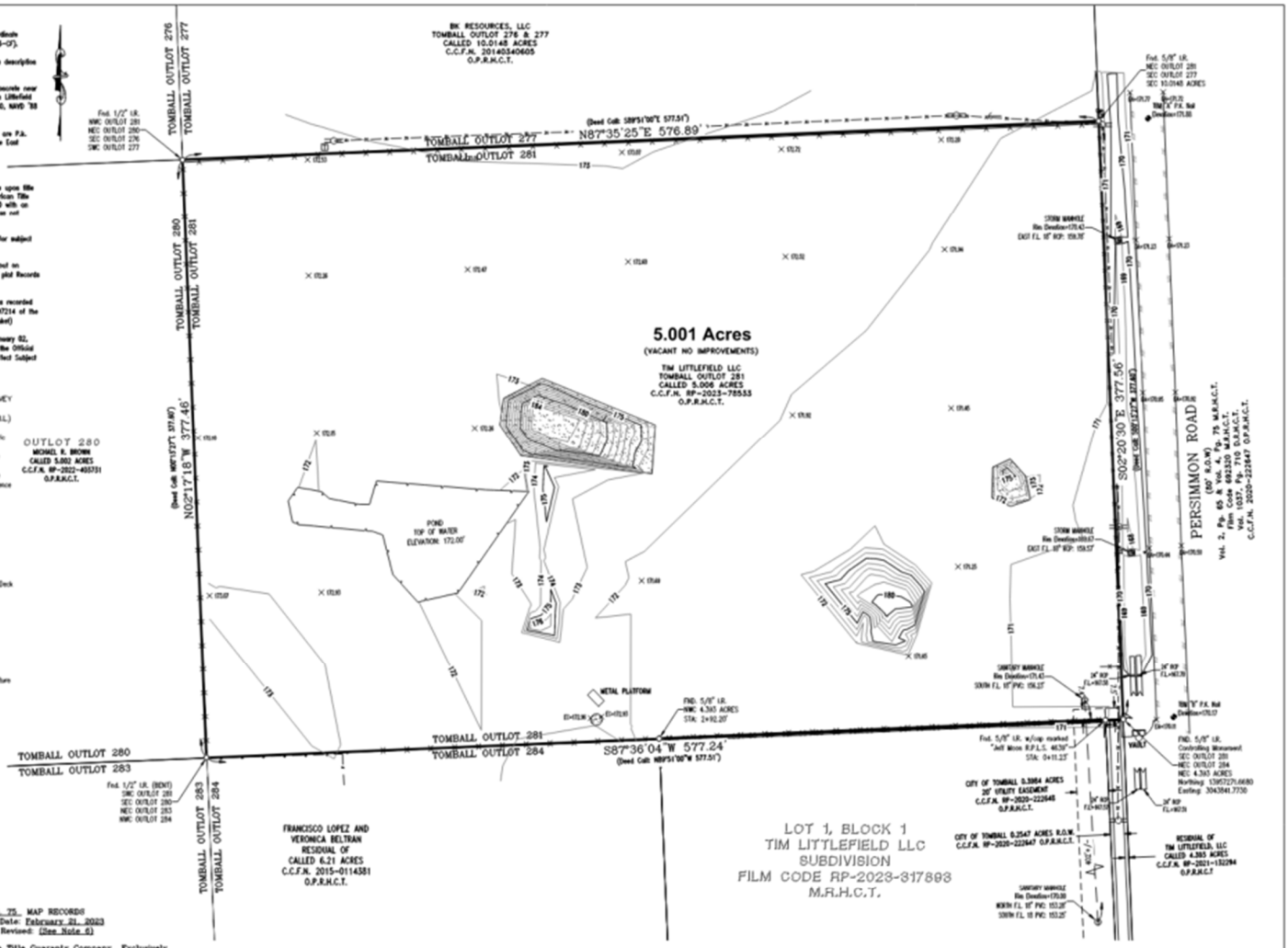
Schedule B 10(g): Easement for Right-of-Way recorded January 02, 1979 in the County Clerk's File Number F912224 of the Official Public Records of Harris County, Texas. (Does Not Affect Subject Tract)

LEGEND & SYMBOLS

* SOME ELEMENTS MAY NOT BE USED ON SURVEY

Power Pole
Water Loop
Guy Anchor
Telephone Pedestal
Electric Box
Electrical Transformer
Cable Box
Cable Pedestal
Pull Box
Gas Meter
Gas Valve
Water Meter
Water Valve
Fire Hydrant
Buried Cable Marker
Pipeline Marker
Septic Lid
Cleanout
Irrigation Control Valve
Vault Box
Propane Tank
Benchmark
Mailbox
Meter Pole
Utility Pole
Underground Utility Flag
Telephone Manhole
Sanitary Sewer Manhole
Storm Sewer Manhole
Inlet Grate
Well
Water Tank
Street Sign
Sign
Light Pole
Traffic Signal
Monitor Well
Pressure Valve
Sample Well
Bollard
Brick Column
Metal Fence Post
Wood Fence Post
Culvert
Handicap Space

Building Line (B.L.)
Easement Line
Overhead Electric
Barbedwire Fence
Chainlink Fence
Wood Fence
Hog Wire Fence
Wrought Iron Fence
Asphalt Road
Top Bank
Concrete
Covered Area
Wood Deck
Gravel
Asphalt
Stairs
Elevated Wood Deck
Wood Ramp
Brick
Stone
Rock
Rip Rap
Tile
Water
2nd Floor Only
Adjoining Structure
Wood Bulkhead
Stucco Wall
Brick Wall



LAND SURVEY
5.001 ACRES OF LAND
BEING OUTLOT 281 OF TOMBALL OUTLOTS
IN THE JESSE PRUITT SURVEY, A-629

HARRIS COUNTY, TEXAS REF. Vol. 4, Pg. 75, MAP RECORDS
Scale: 1" = 60' Date: February 21, 2023
Revised: (See Note 6)

To: Tim Littlefield LLC and First American Title Guaranty Company Exclusively.

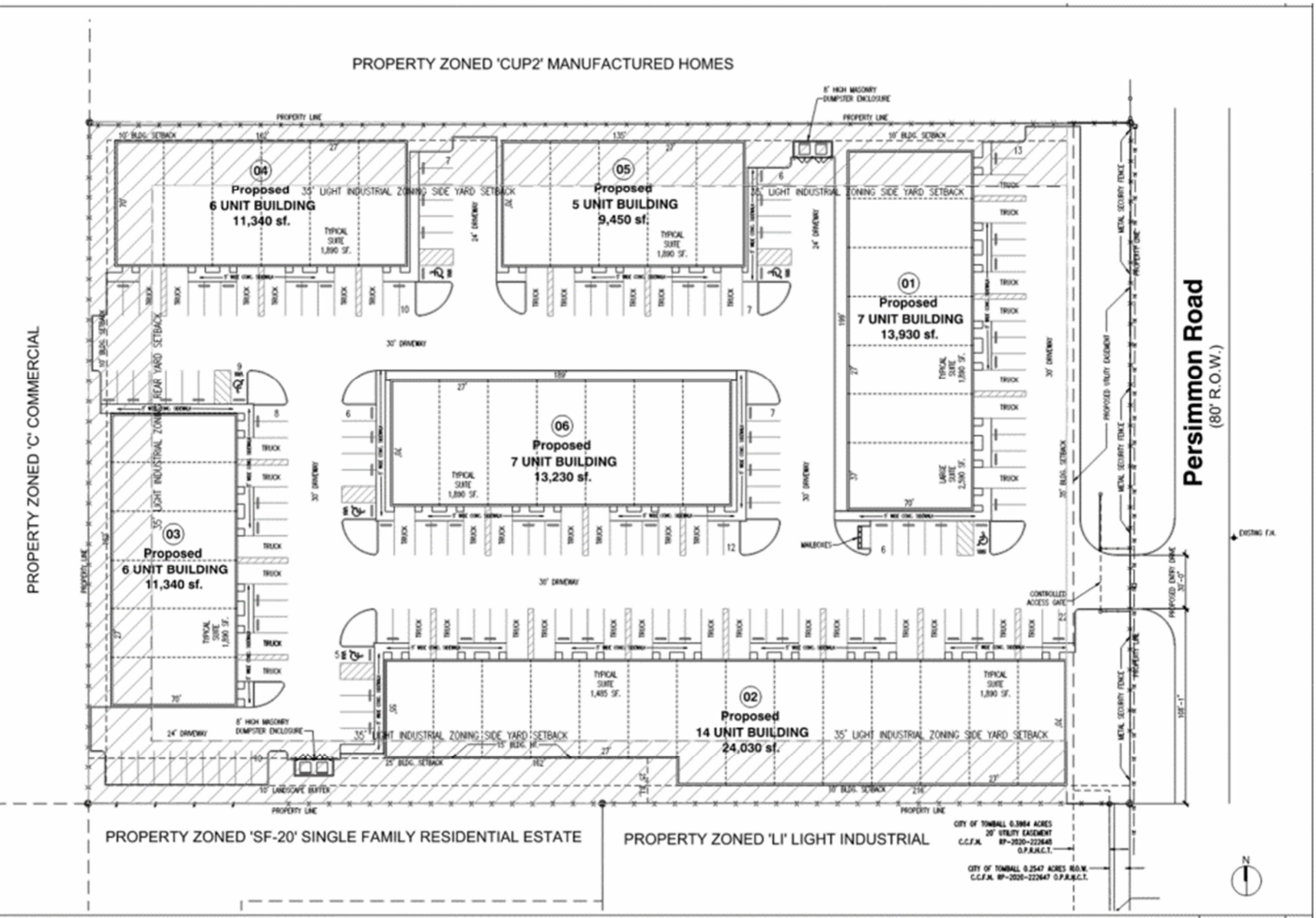
I hereby state that this survey substantially complies with current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition II, TSPS Land Title Survey.

Jeffrey Moon
Registered Professional
Land Surveyor No. 4639

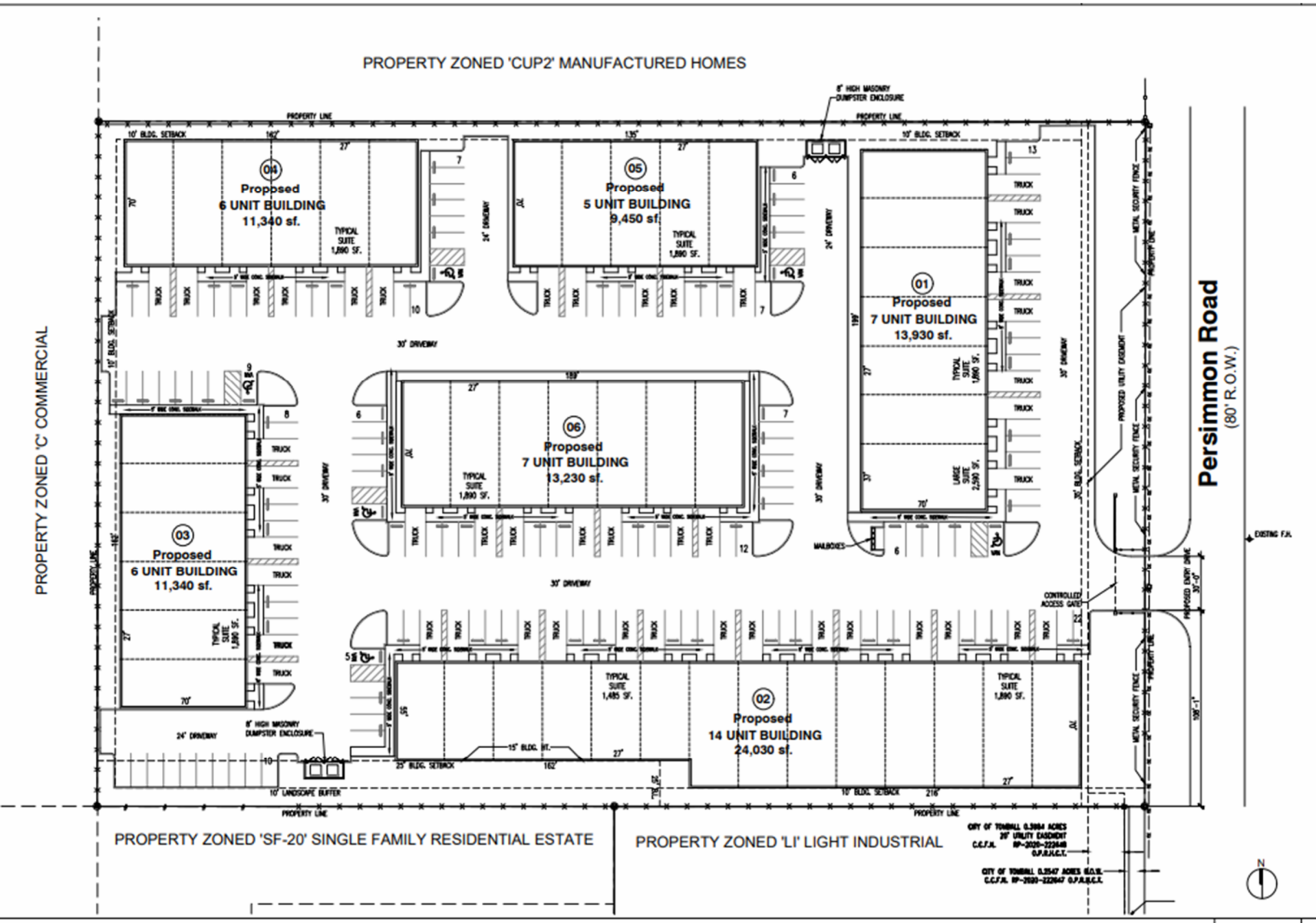
STATE OF TEXAS
REGISTERED
JEFFREY MOON
4639
PROFESSIONAL
LAND SURVEYOR

GF# 2796129-H040, File # 23-T-28 Topo (JTL) Book 11, Pg.
JEFFREY MOON & ASSOC., INC. P.O. Box 2501, Conroe, TX. 77305
T.B.P.E.L.S. Firm No. 10112200 (936) 756-5266 Fax (936) 756-5281
All rights reserved Copyright 2023 Jeffrey Moon & Assoc, Inc. ©

Z:\HARRIS-COUNTY\Tomball Outlots\23-T-28 Tract 281\23-T-28 Topo 3/1/23



D SITE PLAN 1'=30'-0" 1



ED SITE PLAN 1'=30'-0"

Typical Building

Littlefield Flex Park

Office / Warehouse

RE-ZONING REVIEW 03 AUGUST, 2024

Northern Oaks

M Comeaux Architects, LLC
1631 Nocturne Ln.
Houston, TX 77043
832-530-4769

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

Authorize annual purchases exceeding $50,000 in accordance with the Purchasing and Bidding Policy for Fiscal Year 2023-2024.

Background:

Administrative Policy No. 9 – Purchasing and Bidding Policy requires City Council approval for individual or aggregate vendor purchases exceeding $50,000. The annual spend for the vendors listed below currently exceed or are anticipated to exceed $50,000 for Fiscal Year 2023-2024. To ensure compliance with the Purchasing and Bidding Policy, Staff is requesting approval of the purchases.

Vendor	Current Spend as of 9/27/2024	Prior Council Approval Obtained*	Projected FY 2023-2024 Spend
000007 - Silsbee Ford Inc	$ 176,753.50	$ 135,433.00	$ 176,753.30
585910 - Avenu Muniservices	$ 163,731.49	$ 135,065.08	$ 163,731.49
000685 - Amazon Capital Services, Inc	$ 132,044.55		$ 150,000.00
608736 - Northwest Communications Inc.	$ 117,756.50	$ 58,820.51	$ 121,000.00
001137 - Harris County Accounts Receivables - Radio	$ 110,516.72		$ 117,000.00
457395 - K2Controls Inc.	$ 72,475.99	$ 53,820.00	$ 72,475.99
000865 - Charles David	$ 64,098.16		$ 64,098.16
000695 - AT&T Mobility	$ 57,899.05		$ 64,000.00
000091 - Technical Programming Services, Inc.	$ 52,666.26		$ 57,000.00

Listed below is the reasoning behind the need for approval from the Council for purchases over $50,000.

Silsbee Ford, Inc - Increase due to a vehicle purchased outside of the last ADI for vehicle purchases.
Avenu Muniservices – Additional consulting services for Sales Tax and Short-Term Rental compliance
Amazon Capital Services – Multiple Department expenditures over the course of the year.
Northwest Communications Inc. – Additional radios and radio equipment parts for PW, Fire, & Police
Harris County Acct Rec – Radio – PW, Fire, and Police Radio Airtime
K2Controls, Inc. – Additional water deodorant.
Charles David – Small maintenance projects Citywide over the course of the year. Staff is preparing a formal bid for this service moving forward as it has exceeded the $50,000 threshold.
AT&T Mobility – Cell Phone / Internet service
Technical Programming Services, Inc. – Utility bill printing services. Staff is preparing a formal bid for this service moving forward as it has exceeded the $50,000 threshold.

Origination:

Finance

Recommendation:

Authorize annual purchases exceeding $50,000.

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

Signed Bragg Farmer 10.02.2024 Approved by _____

Finance Director Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Ratify the FY 2024-2025 Budget and Find that the Proposed Tax Rate of $0.336365/$100 EXCEEDS the No-New-Revenue Tax Rate and WILL Generate More Property Tax Revenue than the FY 2023-2024 Budget.

Background:

Truth-in-Taxation laws require that, prior to adopting a tax rate, the Council must first ratify the already adopted budget for the ensuing fiscal year and "find" that the proposed tax rate will generate more or less property tax revenue than the concluding year's adopted budget.

The City's proposed tax rate for the FY 2024-2025 Budget is $0.336365/$100, which is the Voter-Approval tax rate.

The Notice of Public Hearing was published in the official newspaper on September 25, 2024. One Public Hearing is required before adopting an ordinance to set the 2024 tax levy.

After ratifying the FY 2024-2025 budget and finding that the proposed tax rate does exceed the No-New-Revenue Tax Rate and will generate more property tax revenue than the FY 2023-2024 Budget, Council will be asked to vote on tax rate related items, conduct a public hearing on the tax rate, and approve the First Reading of Ordinance No. 2024-32, adopting the 2024 tax levy and to announce the date for the final vote and adoption of Ordinance No. 2024-32 at a Regular Council Meeting on Monday, October 21, 2024 at 6:00 p.m.

Origination: Finance Department

Recommendation:

Ratify the FY 2024-2025 Budget and find that the proposed tax rate of $0.336365 does exceed the No-New-Revenue tax rate and will generate more property tax revenue than the FY 2023-2024 Budget.

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

FUNDING (IF APPLICABLE)

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

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

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

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

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Adopt $0.145703 as the Portion of the 2024 Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2024-2025

Background:
$0.145703 is the recommended allocation of the total tax rate of $0.336365 to be used to fund the payment of the City's tax-supported debt. Ordinance No. 2024-32, adopting the tax rate for the City of Tomball for FY 2024-2025, will be presented following the approval of the two components of the tax rate.

This item is to adopt only the allocation of $0.145703 as the designated portion of the tax rate to support the Interest and Sinking (Debt Service) Fund for Fiscal Year 2024-2025, as required by Chapter 26 of the Texas Property Tax Code.

Origination: Finance Director

Recommendation:

Adopt $0.145703 as the Portion of the Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2024-2025

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

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

Signed Bragg Farmer 9/20/2024 Approved by
Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Adopt $0.190662 as the Portion of the 2024 Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2024-2025

Background:
$0.190662 is the recommended allocation of the total tax rate of $0.336365 to be used to fund the payment of the City's maintenance and operations. Ordinance No. 2024-32, adopting the tax rate for the City of Tomball for FY 2024-2025, will be presented following the approval of the two components of the tax rate.

This item is to adopt only the allocation of $0.190662 as the designated portion of the tax rate to support the Maintenance and Operations (M&O) Fund for Fiscal Year 2024-2025, as required by Chapter 26 of the Texas Property Tax Code.

Origination: Finance Director

Recommendation:

Adopt $0.190662 as the Portion of the Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2024-2025

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed Bragg Farmer 9/20/2024 Approved by

Staff Member Date City Manager Date

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:
Conduct Public Hearing regarding the Proposed 2024 Tax Rate of $0.336365/$100 Assessed Value for the City of Tomball, Texas

Background:

Origination: Finance Director

Recommendation:

Conduct Public Hearing

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

FUNDING (IF APPLICABLE)
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed Bragg Farmer 9/20/2024 Approved by

Staff Member Date City Manager Date

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.336365 per $100 valuation has been proposed by the governing body of City of Tomball.

PROPOSED TAX RATE	$0.336365 per $100
NO-NEW-REVENUE TAX RATE	$0.268303 per $100
VOTER-APPROVAL TAX RATE	$0.336365 per $100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Tomball from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Tomball may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Tomball is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON October 7, 2024 AT 6:00 PM AT Tomball City Hall, 401 Market St., Tomball, TX 77375.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Tomball is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Tomball at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Councilmember, Position 1 John F. Ford	Councilmember, Position 2 Paul Garcia
	Councilmember, Position 4 Lisa Covington	Councilmember, Position 5 Randy Parr
AGAINST the proposal:		
PRESENT and not voting:		
ABSENT:	Councilmember, Position 3 Dane Dunagin	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Tomball last year to the taxes proposed to be imposed on the average residence homestead by City of Tomball th

	2023	2024	Change
Total tax rate (per $100 of value)	$0.293320	$0.336365	increase of 0.043045 per $100, or 14.68%
Average homestead taxable value	$307,856	$334,782	increase of 8.75%
Tax on average homestead	$903.00	$1,126.09	increase of 223.09, or 24.71%
Total tax levy on all properties	$8,990,785	$11,832,465	increase of 2,841,680, or 31.61%

For assistance with tax calculations, please contact the tax assessor for City of Tomball at 713-274-8000 or Tax.office@tax.hctx.net, or visit www.hctax.net for more information.

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 2, 2023

Topic:
Adopt, on First Reading, Ordinance No. 2024-32, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of $0.336365/$100 Value Assessed for the Year 2024 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

Background:

The proposed tax rate for Fiscal Year 2024-2025 (Tax Year 2024) is $0.336365/$100, with $0.145703 for the Interest & Sinking Fund and $0.190662 for the Maintenance & Operations Fund.

The motion to adopt the ordinance setting a tax rate that exceeds the effective tax rate must be made in the following form: *"I move that the property tax rate be increased by the adoption of a tax rate of $0.336365, which is effectively a 25.37 percent increase in the tax rate."*

Origination: Finance Director

Recommendation:

Adopt Ordinance No. 2024-32 on First Reading

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance Director

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

Signed Bragg Farmer 9/20/2024 Approved by
Staff Member Date City Manager Date

ORDINANCE NO. 2024-32

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, SETTING THE TAX LEVY OF $0.336365/$100 VALUE ASSESSED FOR THE YEAR 2024 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.

* * * * * * * * * * *

WHEREAS, pursuant to the provisions of the Constitution and Laws of the State of Texas, the City Council of the City of Tomball, Texas, is vested with the power to levy, assess and collect an annual tax upon all taxable real and personal property located within the City Limits, and said power allowing for the granting of homestead exemptions for all City of Tomball property owners sixty-five years of age and over or who are disabled; and

WHEREAS, pursuant to the Charter of the City of Tomball, this ordinance has been read two (2) times and considered at two (2) sessions of the City Council, and published in the City's official newspaper after the first reading; and

WHEREAS, the Council is required to set a tax rate, expressed as a rate per hundred-dollar valuation of said property, located in the City of Tomball, January 1, 2024; and

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30th or the 60th day after the date the certified appraisal roll is received by the taxing unit, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year), each of the components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Tomball, Texas, consists of two components, a tax rate of $0.145703 cents per $100.00 dollars of taxable value for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City,

and a tax rate of $0.190662 cents per $100.00 dollars of taxable value for the purpose of funding the maintenance and operation expenditures of the City for the next fiscal year; and

WHEREAS, City Council has approved, by separate motions, the tax rates heretofore specified for each of said components; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held;

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

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified, and confirmed.

Section 2. That said tax levied as aforesaid, based upon valuations established by Harris County Appraisal District, will be sufficient to meet the requirements of the City for the Budget Year 2024-2025.

Section 3. There is hereby levied, for the tax year 2024, to fund the City's fiscal year 2024-2025 municipal budget, an ad valorem tax at the total rate of $0.336365 on each $100.00 of assessed valuation on all property, real, personal, and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Tomball, Texas. All such taxes shall be assessed and collected in current money of the United States of America.

Section 4. Of such total tax levied in Section 3 hereof, $0.190662 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2024-2025. Of the total tax levied in Section 3 hereof, $0.145703 is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Tomball, Texas, including the various installments of principal due on the serial bonds, warrants,

certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature, in the fiscal year 2024-2025.

Section 5. This year's levy to fund maintenance and operations expenditures EXCEEDS last year's maintenance and operations tax levy.

(A) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and

(B) THE TAX RATE WILL EFFECTIVELY BE INCREASED BY 12.23 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $3.88.

Section 6. All ad valorem taxes levied hereby, in the total amount of $0.336365 on each $100.00 of assessed valuation, as reflected by Sections 3 and 4 hereof, shall be due and payable on or before January 31, 2025. All ad valorem taxes due the City of Tomball, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear penalty and interest, and if not paid before July 1st shall incur an additional penalty of twenty percent (20%), as prescribed in the Texas Property Tax Code.

Section 7. All ordinances and parts of ordinances inconsistent or in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. If any provision of this Ordinance is found to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not invalidate or impair the validity, force, or effect of any other provision of this Ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 7TH DAY OF OCTOBER 2024.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21ST DAY OF OCTOBER 2024.

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

_____
LORI KLEIN QUINN, MAYOR
City of Tomball

ATTEST:

_____
TRACYLYNN GARCIA, City Secretary
City of Tomball

City Council Meeting
Agenda Item
Data Sheet

Meeting Date: October 7, 2024

Topic:

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

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

Background:

Origination: David Esquivel, City Manager

Recommendation:

Party(ies) responsible for placing this item on agenda: David Esquivel, City Manager