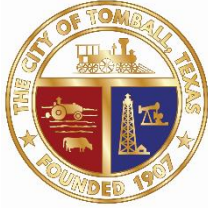


**NOTICE OF REGULAR CITY COUNCIL  
CITY OF TOMBALL, TEXAS**



**Monday, October 16, 2023  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, October 16, 2023 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): **+1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 832 0235 0197 Passcode: 030979.** 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 Kevin Bowles - Redeemer Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
  - 1. Announcements

**L Upcoming Events:**

November 4 - Tidy Up Tomball 7:00 a.m. – 11:00 a.m. @ First Baptist Church

November 4 - Depot Day Fall Fest 11:00 a.m. – 6:00 p.m. @ Depot

November 11 - Second Saturday 3:00 – 8:00 p.m. @ Depot

November 18 - Tomball Holiday Parade 10:00 a.m. – 12:00 p.m. @ Main St.

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

1. Quarterly Investment Report for Period Ending September 30, 2023. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis.

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

1. Adopt on Second Reading, Ordinance No. 2023-38, an Ordinance of the City of Tomball, Texas finding and determining that the public convenience and necessity no longer require the continued existence of a certain portion of a City of Tomball Utility Easement across a certain 0.2087 acres of land being out of Unrestricted Reserves "A3" and "A4", Block 1, Replat of Unrestricted Reserve "A" Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such City of Tomball Utility Easement; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said abandoned easement, and containing other provisions relating to the subject.

2. Adopt, on Second Reading, Ordinance No. 2023-39, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.293320/\$100 Value Assessed for the Year 2023 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

- G. 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 the Minutes of the September 26, 2023, Special City Council, October 2, 2023, Regular City Council and the October 9, 2023 Special Joint City Council and Planning and Zoning Commission Meetings.
  2. Approve Applications for Grants from FY 2023-2024 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$45,000; Spring Creek County Historical Association, \$45,000; Tomball Sister City Organization, \$160,000; and Houston Repertoire Ballet, \$21,000
  3. Approve a Services Agreement Renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2024, for a not-to-exceed amount of \$250,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the FY 2023-2024 budget.
  4. Approve an agreement with Northwest Communications, Inc. for handheld radios through the Harris County/TXWARN P25 700/800 MHz contract on the BuyBoard purchasing cooperative (Contract No. 604-20) for a not-to-exceed amount of \$58,820.51, 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 2023-2024 budget.
  5. Approve an agreement with Patterson Equipment Company for a Hurco Vac 600D hydro excavator and water valve exerciser through the TIPS Cooperative (Contract #221001) for a not-to-exceed amount of \$90,292.30, 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 2023-2024 budget.
  6. Approve an agreement with Monk Machinery, LLC for a JCB 110W T4F TAB wheeled excavator, through the Sourcewell Purchasing Cooperative (Contract No. #040319-JCB) for a not-to-exceed amount of \$229,961.61, 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 2023-2024 budget.

7. Approve an agreement with Silsbee Ford, for two Ford Police Interceptor Utility vehicles through the TIPS Cooperative Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$94,080 authorize the expenditure of funds therefore and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
8. Approve an agreement with Donalson CDJR LLC, for seven Police Dodge Durangos through the TIPS Cooperative Purchasing (Contract TIPS US #210907 AUTOMOBILES) for a not-to-exceed amount of \$317,383.50 authorize the expenditure of funds therefore and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.
9. Approve an agreement with Deere & Company and King Ranch Ag & Turf for two zero turn mowers, three UTV/Gators and one compact utility tractor through the Sourcewell Cooperative Purchasing (Contract Ground Maintenance #031121-DAC) for a not-to-exceed amount of \$116,383.59 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 2023-2024 budget.

H. New Business

1. Adopt, on First Reading, Ordinance No. 2023-48, an Ordinance of the City of Tomball, Texas, Adopting Amendment Number 1 to the Original Budget of the City of Tomball, Texas for the Fiscal Year 2023-2024.
2. Consider appointments to the Tax Increment Reinvestment Zone Number 3 Board of Directors, including appointment of a Board Chair.
3. Adopt, on First Reading, Ordinance 2023-44, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along the west side of Pine Street beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.
4. Adopt, on First Reading, Ordinance 2023-45, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles,

establishing a “No Parking, Stopping or Standing” zone along the west side of South Cherry Street beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

- [5.](#) Presentation, discussion and possible action regarding the Adoption of Updated Impact Fees for Water and Wastewater, in accordance with Chapter 395, Texas Local Government Code.
- [6.](#) Conduct Public Hearing of the City Council of the City of Tomball to consider adoption of Updated Impact Fees for Water and Wastewater, in accordance with Chapter 395, Texas Local Government Code; Making Other Findings and Providing Details Related Thereto.
- [7.](#) Consideration to Approve **Ordinance Amendment OAM23-02:** Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

Conduct Public Hearing on **Ordinance Amendment OAM23-02**

Adopt, on First Reading, Ordinance No. 2023-40, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by revising its code of ordinance amending Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [8.](#) Consideration to Approve **Conditional Use Permit Case CUP23-07:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is

generally located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Conditional Use Permit Case CUP23-07**

Adopt, on First Reading, Ordinance No. 2023-41, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [9.](#) Consideration to Approve **Re-Zoning Case Z23-14**: Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Re-Zoning Case Z23-14**

Adopt, on First Reading, Ordinance No. 2023-42, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [10.](#) Consideration to Approve **Re-Zoning Case Z23-15**: Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-

Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Re-Zoning Case Z23-15**

Adopt, on First Reading, Ordinance No. 2023-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

- [11.](#) Approve, on First Reading, Resolution No. 2023-46-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
- [12.](#) Approve a purchase order with Siddons-Martin Emergency Group, LLC (sole source) for preventative maintenance and repairs to Pierce Fire Apparatus, within the fleet of the Fire Department, for a not to exceed amount of \$80,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents relating to the purchase. Funds for vehicle repairs are included in the FY 2023-2024 budget.

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 12 day of October 2023 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Tracylynn Garcia, TRMC, CMC, CPM  
City Secretary

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

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

**Topic:**

- **Upcoming Events:**

November 4 - Tidy Up Tomball 7:00 a.m. – 11:00 a.m. @ First Baptist Church

November 4 - Depot Day Fall Fest 11:00 a.m. – 6:00 p.m. @ Depot

November 11 - Second Saturday 3:00 – 8:00 p.m. @ Depot

November 18 - Tomball Holiday Parade 10:00 a.m. – 12:00 p.m. @ Main St.

**Background:**

**Origination:**

**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 # \_\_\_\_\_

# City Council Meeting Agenda Item Data Sheet

Meeting Date: October 16, 2023

**Topic:**

Quarterly Investment Report for Period Ending September 30, 2023. The Public Funds Investment Act requires that a report of the City's cash and investments be presented to City Council on a quarterly basis.

**Background:**

**Origination:** Finance Director

**Recommendation:**

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed	<u>Katherine Tapscott</u>	<u>10/9/2023</u>	Approved by	_____
	Staff Member	Date		City Manager
				Date

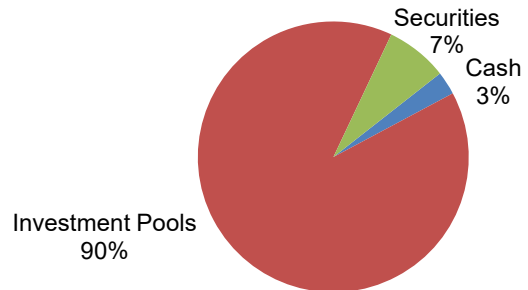
# CITY OF TOMBALL

## QUARTERLY INVESTMENT REPORT

### September 30, 2023

	Market Value		
	6/30/2023	9/30/2023	Change
Cash	\$ 3,097,112	\$ 2,535,000	\$ (562,112)
Investment Pools	81,979,635	81,736,482	(243,153)
Securities	6,216,836	6,735,144	518,308
<b>Total Portfolio</b>	<b>\$ 91,293,583</b>	<b>\$ 91,006,626</b>	<b>\$ (286,958)</b>

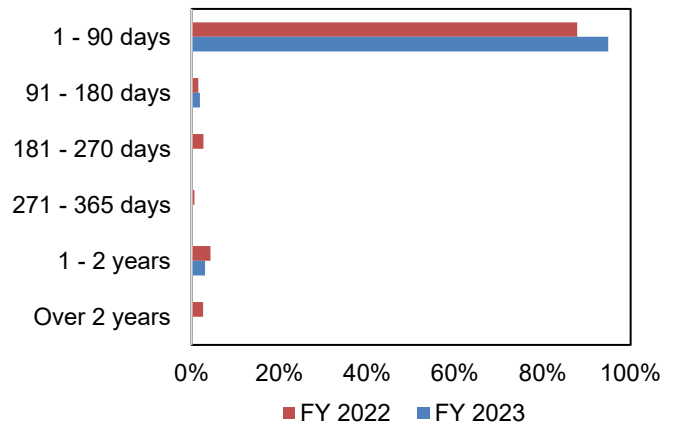
**Diversification by Type  
as of September 30, 2023**



Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in securities of federal, state and local governments, and investment pools. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAM. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City currently has reserves in excess of the charter requirement.

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 86,432,977	95%
91 - 180 days	1,748,082	2%
181 - 270 days	-	0%
271 - 365 days	-	0%
1 - 2 years	2,825,567	3%
Over 2 years	-	0%
<b>Total Portfolio</b>	<b>\$ 91,006,626</b>	

**Diversification by Maturity  
as of September 30, 2023**



Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and matches the maturity of investments with future cash needs. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. These overnight investments (TexPool, Texas CLASS) have been performing according to market in terms of yield as well as providing liquidity.

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

*K. Tapscott*

Katherine Tapscott  
Finance Director

**CITY OF TOMBALL**  
**INVESTMENT PORTFOLIO SUMMARY**  
**ACTIVITY FOR QUARTER ENDING**  
**September 30, 2023**

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
<b>Beginning of period</b>	<b>\$ 6,741,504</b>	<b>\$ 6,216,836</b>	<b>92.22%</b>	<b>3.198%</b>	<b>5.18%</b>
Purchases	1,000,000	1,000,000			
Maturities/Calls	(500,000)	(500,000)			
Change in Value	-	18,308			
<b>End of period</b>	<b>\$ 7,241,504</b>	<b>\$ 6,735,144</b>	<b>93.01%</b>	<b>3.400%</b>	<b>5.46%</b>

\*\*Benchmark security is the One-year U. S. Treasury Bill

Weighted average maturity of the portfolio at quarter end is the following number of days: 283

**CITY OF TOMBALL  
INVESTMENT PORTFOLIO  
September 30, 2023**

	SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	PAR VALUE	MARKET VALUE	DAYS AFTER 09/30/23	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT	CALLABLE
1	Grand Parkway Trans	38611TCV7	AA	10/1/2023	1.608%	445,000	445,000	1	6.61%	0	Y
2	Texas ST REF TXBL	8827235H8	AAA	10/1/2023	4.000%	570,000	570,000	1	8.46%	0	N
3	Austin TX Elec Utility	052414PE3	AA-	11/15/2023	5.000%	875,000	875,989	46	13.01%	6	N
4	N Harris CNTY	65956NGL4	A+	12/15/2023	5.000%	270,000	270,506	76	4.02%	3	N
5	San Antonio Elec & Gas Rev	7962532J0	AA-	2/1/2024	5.250%	255,000	256,000	124	3.80%	5	Y
6	Amarillo TX Tax NTS	023015J35	AAA	2/15/2024	2.000%	500,000	494,921	138	7.35%	10	N
7	Federal Home Loan Bank	3130AVVF6	AAA	2/15/2024	5.200%	1,000,000	997,162	138	14.81%	20	Y
8	Nueces Co TXBL REF Ser B	670386ST9	AA	2/15/2025	0.864%	500,000	469,637	504	6.97%	35	N
9	Federal Home Loan Bank	3130AX3R7	AAA	3/11/2025	5.580%	1,000,000	999,270	528	14.84%	78	Y
10	Wisconsin ST GF Annual A TXBL	977100GX8	AA	5/1/2025	1.899%	450,000	426,313	579	6.33%	37	Y
11	Federal Home Loan Bank	3130AMTK8	AAA	6/30/2025	1.000%	1,000,000	930,347	639	13.81%	88	Y
<b>TOTAL</b>					<b>3.400%</b>	<b>\$ 6,865,000</b>	<b>\$ 6,735,144</b>	<b>252</b>	<b>100.00%</b>	<b>283</b>	

# City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

## Topic:

Adopt on Second Reading, Ordinance No. 2023-38, an Ordinance of the City of Tomball, Texas finding and determining that the public convenience and necessity no longer require the continued existence of a certain portion of a City of Tomball Utility Easement across a certain 0.2087 acres of land being out of Unrestricted Reserves "A3" and "A4", Block 1, Replat of Unrestricted Reserve "A" Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such City of Tomball Utility Easement; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City's interest in said abandoned easement, and containing other provisions relating to the subject.

## Background:

The First Reading was approved on 10/2/2023 Regular City Council Meeting.

With the proposed construction of a new Northwest EMS Administration Building at 29510 Quinn Road in Tomball, Texas it is necessary to abandon a portion of an existing 16' wide City of Tomball Utility Easement to accommodate the development. The City does not anticipate the need for the easement since City of Tomball Utility Easements currently exist along the western boundary of the tract which is adequate to serve utilities to the area. For this reason, Community Development has no concerns with the proposed abandonment.

## Origination:

Community Development Department

## Recommendation:

Approval

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

## 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. 2023-38**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT THE PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF A CERTAIN PORTION OF A CITY OF TOMBALL UTILITY EASEMENT OUT OF UNRESTRICTED RESERVES “A3” AND “A4”, BLOCK 1, REPLAT OF UNRESTRICTED RESERVE “A” BLOCK ONE TOMBALL VILLAGE SQUARE ACCORDING TO THE MAP OR PLAT THEROF AS RECORDED IN FILM CODE NO. 518014 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID PORTION OF SUCH CITY OF TOMBALL UTILITY EASEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST A QUITCLAIM DEED QUITCLAIMING THE CITY’S INTEREST IN SAID ABANDONED EASEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, the City of Tomball, Texas (“City”) owns a sixteen (16’) City of Tomball utility easement containing 0.2087 acres of land being out of Unrestricted Reserves “A3” and “A4”, Block 1, Replat of Unrestricted Reserve “A” Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas and is more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (“Easement”); and

**WHEREAS**, the City Council of the City has determined that public necessity and convenience no longer require the existence of the Easement; and

**WHEREAS**, the City Council has determined that the Easement should be vacated, abandoned, and closed for the reason that it is no longer needed by the City; and

**WHEREAS**, the City Council desires to convey the Easement to the owner of the property on which the Easement exists; now, therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL,**

**TEXAS:**

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

**Section 2.** That the City Council of the City of Tomball, Texas, hereby finds and determines that the public convenience and necessity no longer require the continued existence of the Easement described in Section 3 hereof.

**Section 3.** That the portion of that certain City of Tomball Utility Easement containing 0.2087 acres of land being out of Unrestricted Reserves “A3” and “A4”, Block 1, Replat of Unrestricted Reserve “A” Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas and is more particularly described in Exhibit “A”, is hereby vacated, abandoned, and closed.

**Section 4.** That the City Manager is authorized to execute a quitclaim deed quitclaiming Easement described in Section 3 hereof to the owners of the property on which the Easement is located in exchange for the receipt of fair market value for the Easement.

**FIRST READING:**

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

**SECOND READING:**

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD \_\_\_\_\_  
COUNCILMAN STOLL \_\_\_\_\_  
COUNCILMAN DUNAGIN \_\_\_\_\_  
COUNCILMAN TOWNSEND \_\_\_\_\_  
COUNCILMAN PARR \_\_\_\_\_

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

**Exhibit "A"**

**QUITCLAIM DEED**

Date: \_\_\_\_\_

Grantor: **City of Tomball, Texas**

Grantor's Address (including County): 401 Market Street, Tomball, TX 77375  
Harris County, Texas

Grantee: **Harris County Emergency Services District No. 8**

Grantee's Address (including County): 29530 Quinn Road, Tomball, TX 77375  
Harris County, Texas.

**Consideration:**

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

**Property:**

0.2087 acres of land being out of Unrestricted Reserves "A3" and "A4", Block 1, Replat of Unrestricted Reserve "A" Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas.

For the consideration, Grantor quit claims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right or title to the property or any part of it.

When the context requires, singular nouns and pronouns include the plural.  
EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**GRANTOR:**

**City of Tomball, Texas**

\_\_\_\_\_  
David Esquivel, City Manager

**Exhibit "A"**

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by David Esquivel, City Manager of City of Tomball, Texas, on behalf of said entity.

\_\_\_\_\_  
Notary Public In and For the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

Please return to:  
City of Tomball, Texas  
Attn: City Manager  
401 Market Street  
Tomball, Texas 77375

FIELD NOTES OF A PORTION OF A  
16' CITY OF TOMBALL UTILITY EASEMENT  
(Page 1 of 2)

Field notes of a portion of a 16' City of Tomball Utility Easement situated in the Joseph House Survey, Abstract No. 34, Harris County, Texas, being out of Unrestricted Reserve "A3" and Unrestricted Reserve "A4", Block 1, REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE, according to the map or plat thereof recorded in Film Code No. 518014 of the Harris County Map Records (H.C.M.R.), and being more particularly described by metes and bounds as follows:

COMMENCING at point situated in the west right-of-way line of High Street (60 feet wide according to the plat recorded in Volume 318, Page 86 of the H.C.M.R.) at the common northeast corner of said Unrestricted Reserve "A4" and said 16' Utility Easement, same being the southeast corner of Reserve "A", Block 1, AXIS AT THE SUMMIT, according to the map or plat thereof recorded in Film Code No. 695341 of the H.C.M.R.;

THENCE North 89 deg. 46 min. 00 sec. West, departing said west right-of-way line of High Street, along and with the common north line of Unrestricted Reserve "A4" and the 16' Utility Easement, same being the south line of said Reserve "A", a distance of 10.00 feet to a point at the northeast corner and POINT OF BEGINNING of the herein described tract of land;

THENCE South 00 deg. 14 min. 00 sec. West, over and through Unrestricted Reserve "A4", 10.00 feet west of and parallel to the west right-of-way line of High Street and the east line of Unrestricted Reserve "A4", along and with the west line of a 10' City of Tomball Utility Easement, as reflected on said REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE, a distance of 16.00 feet to a point in the south line of the 16' Utility Easement at the southeast corner of the herein described tract of land;

THENCE North 89 deg. 46 min. 00 sec. West, continuing over and through Unrestricted Reserve "A4", along and with said south line of the 16' Utility Easement, 16.00 feet south of and parallel to the north line of Unrestricted Reserve "A4", at a distance of 268.64 feet pass the west line of Unrestricted Reserve "A4" and the east line of said Unrestricted Reserve "A3", continuing over and through Unrestricted Reserve "A3", along and with the south line of the 16' Utility Easement, 16.00 feet south of and parallel to the north line of Unrestricted Reserve "A3", in all a total distance of 565.66 feet to a point at the southwest corner of the herein described tract of land, same being situated in the east line of a 10' City of Tomball Utility Easement, as reflected on said REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE;

THENCE North 17 deg. 12 min. 05 sec. West, continuing over and through Unrestricted Reserve "A3", 10.00 feet east of and parallel to the west line of Unrestricted Reserve "A3" and the east right-of-way line of Cody Drive, along and with said east line of the 10' City of Tomball Utility Easement, a distance of 15.20 feet to an angle point;

THENCE North 00 deg. 30 min. 05 sec. West, continuing over and through Unrestricted Reserve "A3", 10.00 feet east of and parallel to said west line of Unrestricted Reserve "A3" and said east right-of-way line of Cody Drive, along and with the east line of the 10' City of Tomball Utility Easement, a distance of 1.49 feet to a point in the north line of Unrestricted Reserve "A3" at the northwest corner of the herein described tract of land, same being the south line of Unrestricted Reserve "H", Block 1, TOMBALL VILLAGE SQUARE, according to the map or plat thereof recorded in Volume 318, Page 86 of the H.C.M.R.;

THENCE South 89 deg. 46 min. 00 sec. East, along and with said north line of Unrestricted Reserve "A3", at a distance of 301.60 feet pass the northeast corner of Unrestricted Reserve "A3" and the northwest corner of Unrestricted Reserve "A4", continuing along and with the north line of Unrestricted Reserve "A4" in all a total distance of 570.24 feet to the POINT OF BEGINNING and containing within these metes and bounds 0.2087 acre (9,090 square feet) of land.

FIELD NOTES OF A PORTION OF A  
16' CITY OF TOMBALL UTILITY EASEMENT  
(Page 2 of 2)

This tract of land has not been staked on the ground. This description is based on a sketch of a portion of a 16' City of Tomball Utility Easement prepared by The Pinnell Group, LLC; filed in job number 20-203. Bearings based on said recorded plat of REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE.



Daniel N. Pinnell  
Registered Professional Land Surveyor  
Texas Registration No. 5349



09-15-2023

The Pinnell Group, LLC  
25207 Oakhurst Drive  
Spring, TX 77386  
281-363-8700  
[www.thepinnellgroup.com](http://www.thepinnellgroup.com)  
FIRM Reg. #10039600

TOMBALL VILLAGE SQUARE  
Unrestricted Reserve "H"  
Block 1  
Vol. 318, Pg. 86, H.C.M.R.

AXIS AT THE SUMMIT  
Reserve "A"  
Block 1  
F.C. No. 695341, H.C.M.R.

10' City of Tomball Utility Easement  
with 5.5' Aerial Easement  
F.C. No. 695341, H.C.M.R.

S 89°46'00" E — 570.24'

P.O.B. P.O.C.

L5  
L4  
L3

L1

L2

16' City of Tomball Utility Easement  
with 5.5' Aerial Easement  
F.C. No. 518014, H.C.M.R.

5.5' Aerial Easement

0.2087 ACRE  
(9,090 Sq. Ft.)

10' City of Tomball Utility Easement  
with 5.5' Aerial Easement  
F.C. No. 518014, H.C.M.R.

5.5' Aerial Easement

REPLAT OF UNRESTRICTED RESERVE "A"  
BLOCK ONE  
TOMBALL VILLAGE SQUARE  
Unrestricted Reserve "A3"  
Block 1  
Called 1.4915 Acres  
F.C. No. 518014, H.C.M.R.

REPLAT OF UNRESTRICTED RESERVE "A"  
BLOCK ONE  
TOMBALL VILLAGE SQUARE  
Unrestricted Reserve "A4"  
Block 1  
Called 1.4472 Acres  
F.C. No. 518014, H.C.M.R.

HIGH STREET  
(60' R.O.W.)  
(Vol. 318, Pg. 86, H.C.M.R.)



CODY DRIVE

(60' R.O.W.)  
(Vol. 318, Pg. 86, H.C.M.R.)

10' City of Tomball Utility Easement  
with 5.5' Aerial Easement  
F.C. No. 518014, H.C.M.R.

5.5' Aerial Easement

SKETCH OF A PORTION OF A 16' CITY  
OF TOMBALL UTILITY EASEMENT OUT OF  
UNRESTRICTED RESERVES "A3" & "A4",  
BLOCK 1, REPLAT OF UNRESTRICTED  
RESERVE "A" BLOCK ONE TOMBALL  
VILLAGE SQUARE, ACCORDING TO THE  
MAP OR PLAT THEREOF AS RECORDED  
IN FILM CODE NO. 518014 OF THE MAP  
RECORDS OF HARRIS COUNTY, TEXAS.



NOTE:

SEE SHEET 2 FOR GENERAL  
NOTES, LEGEND AND LINE TABLE.

*Daniel N. Pinnell*  
09-15-2023

THE PINNELL GROUP

25207 OAKHURST DRIVE  
SPRING, TEXAS 77386  
Ph. (281) 363-8700

FIRM REGISTRATION NO. 10039600

SCALE: 1" = 60' PROJ. NO. 20-203

DATE: SEPTEMBER, 2023

Sheet 1 of 2

## GENERAL NOTES:

1. BEARINGS BASED ON THE REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE RECORDED IN FILM CODE NO. 518014 OF THE H.C.M.R.
2. A METES AND BOUNDS DESCRIPTION OF THIS EASEMENT HAS BEEN PREPARED IN CONJUNCTION WITH THIS PLAT OF SURVEY.
3. ALL ENCUMBRANCES NOT SHOWN.

## LEGEND:

F.C. — FILM CODE  
R.O.W. — RIGHT-OF-WAY  
P.O.B. — POINT OF BEGINNING  
P.O.C. — POINT OF COMMENCING  
H.C.M.R. — HARRIS COUNTY MAP RECORDS  
H.C.O.P.R.R.P. — HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

## LINE TABLE

NO.	BEARING	DIST.
L1	N 89°46'00" W	10.00'
L2	S 00°14'00" W	16.00'
L3	N 17°12'05" W	15.20'
L4	N 00°30'05" W	1.49'
L5	S 89°46'00" E	10.00'

## THE PINNELL GROUP

25207 OAKHURST DRIVE  
SPRING, TEXAS 77386  
Ph. (281) 363-8700  
FIRM REGISTRATION NO. 10039600  
SCALE: 1" = 60' PROJ. NO. 20-203  
DATE: SEPTEMBER, 2023

SKETCH OF A PORTION OF A 16' CITY OF TOMBALL UTILITY EASEMENT OUT OF UNRESTRICTED RESERVES "A3" & "A4", BLOCK 1, REPLAT OF UNRESTRICTED RESERVE "A" BLOCK ONE TOMBALL VILLAGE SQUARE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN FILM CODE NO. 518014 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.



*Daniel N. Pinnell*  
09-15-2023

Sheet 2 of 2



Proposed easement  
abandonment

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Adopt, on Second Reading, Ordinance No. 2023-39, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.293320/\$100 Value Assessed for the Year 2023 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 2023-2024 (Tax Year 2023) is \$0.293320/\$100, with \$0.106543 for the Interest & Sinking Fund and \$0.186777 for the Maintenance & Operations Fund.

Adoption of Ordinance No. 2022-30 on Second Reading will complete the process of setting the 2022 tax rate.

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 \$0.293320, which is effectively a 15.75 percent increase in the tax rate."*

**Origination:** Finance Director

#### Recommendation:

Adopt Ordinance No. 2023-39 on Second Reading.

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

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed	Katherine Tapscott, CPA	10.9.2023	Approved by	
	Staff Member	Date		
			City Manager	Date

**ORDINANCE NO. 2023-39**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, SETTING THE TAX LEVY OF \$0.293320/\$100 VALUE ASSESSED FOR THE YEAR 2023 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, 2023; and

**WHEREAS**, Section 26.05 of the Texas Property Tax Code provides that before the later of September 30<sup>th</sup> or the 60<sup>th</sup> 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 \$0.106543 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 \$0.186777 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 2023-2024.

**Section 3.** There is hereby levied, for the tax year 2023, to fund the City's fiscal year 2023-2024 municipal budget, an ad valorem tax at the total rate of twenty-nine and three hundred thirty-two ten-thousandths cents (\$0.293320) on each One Hundred Dollars (\$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 2 hereof, \$0.186777 is levied to fund maintenance and operation expenditures of the City for the fiscal year 2023-2024. Of the total tax levied in Section 2 hereof, \$0.106543 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 2023-2024.

**Section 5.** This year's levy to fund both maintenance and operations expenditures and interest & sinking expenditures EXCEEDS last year's maintenance and operations tax levy BUT DOES NOT EXCEED last year's interest & sinking tax levy.

GENERAL FUND - TO FUND MAINTENANCE AND  
OPERATION EXPENDITURES OF THE CITY: \$0.186777

INTEREST & SINKING - FOR DEBT SERVICE: \$0.106543

With reference to the tax rate of \$0.106540 for the Interest and Sinking Fund for bonded indebtedness, this rate, representing 36.32% of the total \$0.29332 tax, shall apply to the gross amount of current taxes to be collected.

- (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 15.75 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$6.40.**

**Section 6.** All ad valorem taxes levied hereby, in the total amount of \$0.293320 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2 and 3 hereof, shall be due and payable on or before January 31, 2024. All ad valorem taxes due the City of Tomball, Texas, and not paid on or before January 31<sup>st</sup> 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 2ND DAY OF OCTOBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
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 16TH DAY OF OCTOBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
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:** 10/16/2023

**Topic:**

Approve the Minutes of the September 26, 2023, Special City Council, October 2, 2023, Regular City Council and the October 9, 2023 Special Joint City Council and Planning and Zoning Commission Meetings.

### Background:

**Origination:** City Staff

### 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	Tracylynn Garcia		Approved by		
	Staff Member	Date		City Manager	Date

# **MINUTES OF SPECIAL CITY COUNCIL CITY OF TOMBALL, TEXAS**



**Tuesday, September 26, 2023  
5:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for September 26, 2023, 5:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor Pro-tem Derek Townsend, Sr. called the meeting of the City of Tomball Council to order at 5:12 p.m.

**PRESENT**

Council 1 John Ford  
Council 2 Mark Stoll  
Council 3 Dane Dunagin  
Council 5 Randy Parr

**OTHERS PRESENT:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Attorney – Bridgette Beagle  
City Secretary – Tracylynn Garcia  
Assistant City Secretary- Sasha Luna

- B. Public Comments and Receipt of Petitions

Tim Gamar - water bills  
12502 Montclair Ct.,  
Tomball, TX

- C. New Business

1. Executive Session: The City Council entered Executive Session at 5:17 pm 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 closes session.

Sec. 551.072 – Deliberations regarding Real Property

The council reconvened back into regular session at 5:55 pm.

D. Adjournment

Motion made by Council 1 Ford, Seconded by Council 5 Parr

Voting Yea: Council 1 Ford, Council 2 Stoll, Council 3 Dunagin, Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 16<sup>th</sup> day of October, 2023.

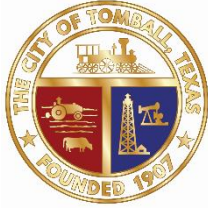
---

Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

---

Lori Klein Quinn  
Mayor

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



**Monday, October 02, 2023  
6:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 02, 2023, 6:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 6:00 p.m.

### **PRESENT**

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

### **ABSENT**

Council 5 Randy Parr (Excused)

### **Others present:**

City Manager – David Esquivel  
Assistant City Manager – Jessica Rogers  
City Attorney – Loren Smith  
City Secretary – Tracylynn Garcia  
Assistant City Secretary- Sasha Luna  
Records Specialist – Fae Morris  
Director of Marketing & Tourism – Chrislord Templonuevo  
Police Chief – Jeff Bert  
Public Works Director – Drew Huffman  
Director of Community Development – Craig Meyers  
HR Director – Kristie Lewis  
Finance Director – Katherine Tapscott  
Fire Chief – Joe Sykora  
Project Coordinator – Meagan Mageo  
IT Sr. Specialist – Ben Lato  
Community Center Manager – Rosalie Dillon

- B. Invocation - Led by Pastor Richard Jennings - River of Praise
- C. Pledges to U.S. and Texas Flags led by Cub Scouts Pack 469.
- 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.]*

Tim Gamar - water bills  
12502 Montclair Ct.  
Tomball, 77375

- E. Presentations
  - 1. Proclamation - “**Chiropractic Health Month**” **October 2023**
- F. Reports and Announcements
  - 1. Announcements

### Upcoming Events:

October 3 - National Night Out 5:00 - 8 :00 p.m. @ Depot  
 October 7 - Second Saturday “Spooktacular” 4:00 – 9:00 p.m. @ Depot  
 October 7 - Fire Station #4 Open House  
 October 12 - Mayor’s Kaffeeklatsch 8:30 – 10:00 a.m. @ Community Center Rm. B  
 October 14 - Rotary “Big Show” 3:00 – 9:00 p.m. @ Depot  
 November 4 - Depot Day Fall Fest 11:00 a.m. – 6:00 p.m. @ Depot

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

1. Adopt, on Second Reading, Ordinance No. 2023-30, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow “Barber/Beauty Shop (no related school/college)” within Office (O) zoning. Affecting approximately 1.00 Acres of land legally described as being Reserve B, Block 1 of Brown-Hufsmith Church

Subdivision. The property is located at the southwest corner of Brown-Hufsmith Road and Baker Drive, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

2. Adopt, on Second Reading, Ordinance No. 2023-31, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow “Playfield or stadium (private)” within Agricultural (AG) zoning. Affecting approximately 7.51 Acres of land legally described as being Lot 69 of Tomball Townsite Outlots. The property is located at the northeast corner of Rudolph Road and E. Hufsmith Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
3. Adopt, on Second Reading, Ordinance No. 2023-32, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.29 acres of land legally described as being Lot 200, Block 10 of Sansom Plaza from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located at 611 N. Cherry Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
4. Adopt, on Second Reading, Ordinance No. 2023-33, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 0.32 acres of land legally described as being Lots 1 & 2, Block 53 of Revised Map of Tomball from Single Family Residential – 6 (SF-6) to Old Town & Mixed Use (OT & MU). The property is located at 400 N. Elm Street, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.
5. Adopt, on Second Reading, Ordinance No. 2023-37, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances by Adding Section 46-66 (Disconnection of Temporary Hydrant Meter Service); Providing for Severability; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of

Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr. to approve Old Business Consent Agenda.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr.,

Motion carried unanimously.

- J. 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 the Minutes of the September 18, 2023, Special Joint City Council and TEDC Meeting and the Regular Tomball City Council Meeting.
2. Consider abandonment of a City of Tomball Utility Easement and adopt, on First Reading, Ordinance No. 2023-38, an Ordinance of the City of Tomball, Texas finding and determining that the public convenience and necessity no longer require the continued existence of a certain portion of a City of Tomball Utility Easement across a certain 0.2087 acres of land being out of Unrestricted Reserves “A3” and “A4”, Block 1, Replat of Unrestricted Reserve “A” Block One Tomball Village Square according to the map or plat thereof as recorded in Film Code No. 518014 of the Map Records of Harris County, Texas; vacating, abandoning, and closing said portion of such City of Tomball Utility Easement; authorizing the City Manager to execute and the City Secretary to attest a quitclaim deed quitclaiming the City’s interest in said abandoned easement, and containing other provisions relating to the subject.
3. Approve an Encroachment Agreement with LE Rose Investment, LLC. for 706 W. Main Street and authorize the City Manager to execute the agreement.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin to approve items 1,2 and 3 from New Business Consent.

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

Motion carried unanimously.

4. Approve an annual Consumer Price Index (CPI) and Fuel Index Adjustment from GFL Environmental (formally WCA Waste Corporation) of 5%, effective October 1, 2023, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all required documentation. This amount is included in the FY 2023-2024 budget.

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr..

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

Motion carried unanimously.

K. New Business

1. Approve request from Concordia Lutheran High School for City Support and In-Kind Services for their 5<sup>th</sup> annual Cruisin' Crusader 5K Run/Walk in downtown Tomball, on Saturday, October 21, 2023.

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford.

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

Motion carried unanimously.

2. Approve Resolution No. 2023-45 A Resolution of The City Council of The City of Tomball, Texas, Appointing A Member to The Charter Review Commission. Katie Whisler

Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr..

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

Motion carried unanimously.

3. Resolution No. 2023-38; A Resolution by the City Council of the City of Tomball, Texas, Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Approving the Preparation of a Preliminary Official Statement; And Approving Other Matters Incidental Thereto

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin.

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

Motion carried unanimously.

4. Ratify the FY 2023-2024 Budget and Find that the Proposed Tax Rate of \$0.293320/\$100 EXCEEDS the No-New-Revenue Tax Rate and WILL Generate More Property Tax Revenue than the FY 2022-2023 Budget

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin.

Voting Yea: Council 3 Dunagin, Council 4 Townsend, Sr.

Voting Nay: Council 1 Ford, Council 2 Stoll

Motion carried 3 votes yea, 2 votes nay.

5. Adopt \$0.106543 as the Portion of the 2023 Tax Rate to Fund the Interest and Sinking (Debt Service) Fund for Fiscal Year 2023-2024

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr.

Voting Nay: Council 2 Stoll

Motion carried 3 votes yea, 2 votes nay.

6. Adopt \$0.186777 as the Portion of the 2023 Tax Rate to Fund the Maintenance and Operations (M&O) Fund for Fiscal Year 2023-2024

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Townsend, Sr.

Voting Nay: Council 2 Stoll

Motion carried 4 votes yea, 1 votes nay.

7. Conduct Public Hearing regarding the Proposed 2023 Tax Rate of \$0.293320/\$100 Assessed Value for the City of Tomball, Texas

- Mayor Klein Quinn called the PH to order at: 7:05 PM

Valerie Hill - demographics in Tomball re: Seniors  
12511 Durham Creek Ln.,  
Tomball, 77375

John Clayton - in support  
503 Clayton St.,  
Tomball, 77375

- Hearing no further comments Mayor Klein Quinn closed PH at: 7:10 PM

8. Adopt, on First Reading, Ordinance No. 2023-39, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.293320/\$100 Value Assessed for the Year 2023 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 Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin to read Ordinance No. 2023-39 by caption only on First Reading.

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

Motion carried 3 votes yay, 1 vote nay

Motion made by Council 3 Dunagin, Seconded by Council 4 Townsend, Sr. to adopt Ordinance No. 2023-39 on First Reading.

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

Motion tied with 2 votes yay, 2 votes nay. Breaking the tie Mayor Klein Quinn, voted yay.

Motion carried 3 votes yay, 2 votes nay.

9. Discussion and presentation by FLS Development LLC and Harrisburg Homes regarding “Graylou Grove”, a proposed mixed-use development along Hufsmith-Kohrville Road at Medical Complex Drive was heard by City Council.

No action taken.

10. Consider approval of agreement with developer for the construction of public improvements in the amount of \$98,800.00 for the sanitary sewer main extension to serve the Littlefield Office Building development.  
Motion made by Council 2 Stoll, Seconded by Council 4 Townsend, Sr..

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

Motion carried unanimously.

11. Consider variance request from BCS Capital Group LLC for alcohol sales within 300 feet of a public school.

Motion made by Council 4 Townsend, Sr., Seconded by Council 2 Stoll.

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

Motion carried unanimously.

12. Accept the Donation of a Fire and Medical Skid Unit and Associated Upfit Modifications to the Special Event Cart.

Motion made by Council 4 Townsend, Sr., Seconded by Council 3 Dunagin.

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

Motion carried unanimously.

13. Executive Session: The City Council entered Executive Session at 7:57 pm 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
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee-City Manager

The council reconvened back into regular session at 9:20 PM

L. Adjournment

Motion made by Council 4 Townsend, Sr., Seconded by Council 1 Ford.

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

Motion carried unanimously.

PASSED AND APPROVED this 16<sup>th</sup> day of October 2023.

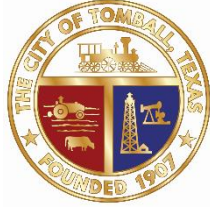
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Tracylynn Garcia  
City Secretary, TRMC, CMC, CPM

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Lori Klein Quinn  
Mayor

**MINUTES OF SPECIAL CITY COUNCIL & PLANNING AND ZONING  
COMMISSION MEETING  
CITY OF TOMBALL, TEXAS**



**Monday, October 09, 2023  
5:00 PM**

The City Council of the City of Tomball, Texas, conducted the meeting scheduled for October 09, 2023, 5:00 PM, at 401 Market Street, Tomball, Texas 77375, via physical attendance and video/telephone conference.

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 5:00 p.m.

**PRESENT**

Council 2 Mark Stoll

Council 3 Dane Dunagin

Council 4 Derek Townsend, Sr.

**ABSENT**

Council 1 John Ford (Excused)

Council 5 Randy Parr (Excused)

The Planning and Zoning Commission meeting was called to order by Chair Barbara Tague. Other members present:

Board Member Scott Moore

Board Member Susan Harris

Board Member Tana Ross

Board Member Richard Anderson

**City Staff:**

Assistant City Manager - Jessica Rogers

City Secretary - Tracy Garcia

City Attorney - Ramsey

Assistant City Secretary - Sasha Luna

Director of Community Development - Craig Meyers

City Planner - Jared Smith

Community Development Coordinator - Kim Chandler

IT Support Tech - Sam Walton

Records Specialist - Fae Morris

B. Public Comments and Receipt of Petitions

Moved public comments and receipt of petitions after presentations.

C. Presentations

1. Presentation and discussion by Alexis Garcia from Freese and Nichols, Inc. regarding the Tomball Comprehensive Plan update.

Public was allowed to participate in the discussion:

Colleen Pye  
207 Florence St.  
Tomball, TX

L. Shannon  
823 Lizzie Ln.  
Tomball, TX

B. Hillegeist  
20339 Telge Rd.  
Tomball, TX

2. Presentation and discussion by Paul Howard from Burditt Consultants regarding landscaping, tree preservation, and buffering.

Public was allowed to participate in the discussion:

Rodney Hutson  
9431 Rosie Ln.  
Magnolia, TX

Barbara Senseman  
14243 Turnervine St.  
Tomball, TX

Motion was made by Board Member, Richard Anderson and second by Board Member, Scott Moore to adjourn Planning and Zoning Commission meeting.



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: September 18, 2023

#### Topic:

Approve Applications for Grants from FY 2023-2024 Hotel Occupancy Tax (HOT) Funds: Greater Tomball Area Chamber of Commerce, \$45,000; Spring Creek County Historical Association, \$45,000; Tomball Sister City Organization, \$160,000; and Houston Repertoire Ballet, \$21,000

#### Background:

The Tourism Advisory Committee approved the FY 2023-2024 HOT fund grant applications on July 25, 2023. This included the following applications:

- **Greater Tomball Area Chamber of Commerce – \$45,000 Total**
  - Visitors Center – \$10,000
  - Holiday Parade – \$20,000
  - Tomball Night – \$15,000
- **Spring Creek County Historical Association – \$45,000 Total**
  - Operations Activities – \$45,000
- **Tomball Sister City Organization – \$160,000 Total**
  - German Christmas Market – \$80,000
  - German Heritage Festival – \$80,000
- **Houston Repertoire Ballet – \$21,000 Total**
  - Nutcracker Performance – \$21,000

**Origination:** HOT Grant applicants

**Recommendation:** N/A

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

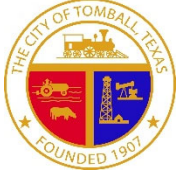
#### FUNDING (IF APPLICABLE)

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: 240-240-63XX

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

Signed	Katherine Tapscott, CPA	9/11/2023	Approved by	
	Finance Director	Date	City Manager	Date



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/11/2023  
Name of Organization/Business: Greater Tomball Area Chamber of Commerce  
Street Address: 29201 Quinn Road, Suite B  
City: Tomball State: TX Zip Code: 77375  
Contact Name: Brandy Beyer  
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit  
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☐ Establishment, improvement or maintenance of a convention or visitor center
- ☒ Administrative cost for facilitating convention registration
- ☒ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☐ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expenditure? ☐ Yes ☒ No

Name of the event/expenditure: Tomball Night

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: August 2, 2024

Location of event/expenditure: Main Street and Market Street

Description of event/expenditure: community festival with over 90 vendors downtown, Parade of Lights and fireworks

Estimated local attendees: 7,000 Estimated out of town attendees: 3,000

If approved, how will the grant funds be used? advertising, portapotties, equipment rentals, and fireworks

How will you measure the impact of your event on local overnight accommodations? \_\_\_\_\_

Many vendors/entries for Tomball Night and Parade of Lights come from out of town and will choose to stay in Tomball following the long evening event, and for the weekend to enjoy their visit to Tomball.

Attendees choose to make a long weekend that starts with Tomball Night, as a getaway prior to the start of the school year.

Amount of funding requested: \$ 10,000

Current operating budget for the event/expenditure: \$ 43,950

Total funding dedicated to advertising/promotion of event/expenditure: \$ 2,000

Organization's direct contribution to the operating and advertising budget: \$ 43,950

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

☒ Paid Advertising

☒ Radio

☐ Television

☒ Brochures

☒ Social Media

☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? \_\_\_\_\_

This event draws crowds from all around - as part of our larger mission, we always encourage participants and attendees to stay in the area and discover Tomball. We request that local business owners promote the evening and themselves as to keep visitors in Tomball and to make a weekend adventure for them and their families.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer  
Date: 2023.07.12 16:12:04 -05'00'

Applicant Name: Brandy Beyer

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

# 2024 Tomball Night Budget

Port-o-Pottie	2,000.00
Fireworks	5,500.00
Shopper CASH	1,000.00
Advertising	2,000.00
Supplies	700.00
Debriefing Meeting	250.00
Rentals	2,500.00
Personnel	30,000.00

Total Expenses: 43,950.00

Grant Request:	15,000.00
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Greater Tomball Area Chamber of Commerce  
2023 Budget Overview  
January through December 2023

Ordinary Income/Expense	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
	Jan - Dec 23												
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,000.00	1,000.00			1,000.00	4,000.00	1,000.00		2,000.00	1,000.00			10,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,600.00	2,600.00	2,600.00	2,500.00	2,600.00	2,600.00	2,400.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	30,900.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	1,320.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-5,577.75	-7,252.75	-3,396.00	-2,973.50	-2,399.00	-2,138.00	-2,610.25	-3,394.75	-4,483.25	-4,052.75	-2,283.50	-2,928.75	-43,490.25
Renewal	55,777.50	72,527.50	33,960.00	29,735.00	23,990.00	21,380.00	26,102.50	33,947.50	44,832.50	40,527.50	22,835.00	29,287.50	434,902.50
Total Membership Dues	58,199.75	75,274.75	39,564.00	35,761.50	29,591.00	25,242.00	29,492.25	38,552.75	48,349.25	46,474.75	30,551.50	34,358.75	491,412.25
Miscellaneous Income	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Publications/Products													
Magazine/Map/Website	500.00		10,000.00	11,000.00		1,000.00	1,000.00		1,000.00	500.00			24,000.00
Total Publications	500.00	0.00	10,000.00	11,000.00	0.00	0.00	1,000.00	0.00	1,000.00	500.00	0.00	0.00	24,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00			10,000.00	20,000.00	5,000.00					30,000.00
Tomball Night											12,000.00		35,000.00
Holiday Parade										15,000.00	13,000.00		30,000.00
Miss Tomball Pageant										18,000.00	25,000.00		35,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	0.00	0.00	10,000.00	20,000.00	5,000.00	7,000.00	33,000.00	25,000.00	0.00	160,000.00
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Gross Profit	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	21,360.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

Greater Tomball Area Chamber of Commerce  
2023 Budget Overview  
January through December 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
Total Building Expense	3,045.00	3,845.00	3,745.00	3,345.00	3,745.00	3,845.00	3,245.00	3,845.00	3,845.00	3,245.00	3,845.00	3,845.00	43,440.00
Accounting Expense		2,500.00	4,000.00	1,000.00	5,000.00						2,500.00		15,000.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00				1,000.00		3,000.00		2,000.00			7,000.00
First Friday	2,500.00	2,600.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,400.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
Tomball Leadership Day					5,000.00								5,000.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	11,400.00
Board of Directors	300.00	100.00			200.00	200.00			3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,292.00				600.00			750.00			45.00		3,687.00
Employee Expense													
SUTA	350.00	350.00	200.00	100.00									1,000.00
Development	600.00	1,550.00	1,500.00	1,500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			12,000.00
FUTA	150.00	40.00	30.00	5.00									225.00
Group Insurance	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	4,000.00	4,000.00	4,000.00	4,000.00	45,728.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	450.00	600.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,550.00
Payroll Taxes	1,993.00	2,060.00	1,993.00	2,060.00	1,993.00	1,993.00	1,993.00	2,060.00	1,993.00	1,993.00	2,060.00	1,993.00	24,184.00
Salaries													
TACC	30,132.00	31,132.00	30,132.00	31,132.00	30,132.00	30,132.00	30,132.00	31,132.00	30,132.00	30,132.00	31,132.00	30,132.00	365,584.00
Bonus													
Contract Labor		200.00	200.00			200.00		200.00		200.00	400.00		1,400.00
Total Salaries	30,132.00	31,332.00	30,332.00	31,132.00	30,132.00	30,332.00	30,132.00	31,332.00	30,132.00	30,332.00	31,532.00	48,411.20	385,263.20
Total Employee Expense	37,671.00	39,928.00	38,501.00	39,243.00	38,071.00	38,771.00	38,121.00	37,838.00	37,155.00	38,555.00	38,322.00	55,134.20	477,310.20
Insurance													
Worker's Compensation	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	498.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	7,963.92
Total Insurance	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	10,305.84
Membership/Misc. Expense	2,000.00	3,000.00	1,000.00	500.00	2,000.00	600.00	500.00	2,000.00	800.00	1,300.00	500.00	2,000.00	16,200.00
Office Equipment Expense													
Database		5,700.00											5,700.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	500.00	400.00	800.00	600.00	800.00	500.00	400.00	800.00	700.00	7,300.00
Pitney Bowes	528.30			591.60			528.30			528.30			2,166.50
Total Office Equip Expense	1,228.30	7,500.00	1,100.00	1,381.60	700.00	1,100.00	1,428.30	1,100.00	800.00	1,228.30	1,100.00	1,000.00	19,666.50

## Greater Tomball Area Chamber of Commerce

## 2023 Budget Overview

January through December 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
Office Supplies	200.00	700.00	700.00	500.00	800.00	800.00	500.00	400.00	1,000.00	200.00	500.00	200.00	6,500.00
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,100.00
Property Tax Expense	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	15,087.00
Income Tax Expense	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	4,647.00
Rent	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	1,380.00
Special Events													
Banquet		12,000.00											12,000.00
Golf Classic			3,000.00	8,000.00									11,000.00
Tomball Night					2,500.00		4,500.00	4,500.00					11,500.00
Holiday Parade												1,000.00	18,000.00
Miss Tomball Pageant													
Scholarship Expense													4,000.00
Pageant - Other										500.00		3,000.00	16,000.00
Total Miss Tomball										500.00	16,500.00	3,000.00	20,000.00
Total Special Events	0.00	12,000.00	3,000.00	8,000.00	2,500.00	0.00	4,500.00	4,500.00	0.00	500.00	33,500.00	4,000.00	72,500.00
Telephone Expenses	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	6,480.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	59,524.62	83,961.32	64,484.32	67,257.92	71,204.32	59,654.32	61,882.62	66,621.32	60,538.32	64,016.62	94,150.32	91,567.52	844,863.54
Net Ordinary Income	21,770.13	34,908.43	16,774.68	-8,001.42	-23,518.32	-7,817.32	1,104.63	-10,973.57	67,505.93	29,553.13	-25,903.82	-44,613.77	50,788.71
Principal Building Payment	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	45,780.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	16,250.13	29,388.43	11,254.68	-13,521.42	-29,038.32	-13,337.32	-4,415.37	-16,493.57	61,985.93	24,033.13	-31,423.82	-50,133.77	-15,451.29

# Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Auditors' Report  
for the Year Ended December 31, 2022 (Audited)  
*(with comparative totals for 2021 - Reviewed)*



**Tipton & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Greater Tomball Area Chamber of Commerce  
Tomball, Texas

### Opinion

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2022, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified.

#### **Report on Summarized Comparative Information**

The 2021 financial statements were reviewed by us and our report thereon, dated April 14, 2022, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

*Tipton & Company LLC*

Tipton & Company LLC  
Certified Public Accountants  
Houston, Texas

June 21, 2023

# Greater Tomball Area Chamber of Commerce

## Statement of Financial Position

<b><i>As of December 31, (with comparative totals for 2021)</i></b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 588,088	\$ 459,950
Accounts receivable, net	35,249	40,848
Prepaid expenses	10,098	9,835
Property and equipment, net	855,120	884,005
<b>Total Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>
<b>Liabilities and Net Assets</b>		
Liabilities		
Accrued expenses	\$ 28,729	\$ 16,531
Deferred revenues	175,798	149,885
Long-term debt	527,582	573,315
Deposits	8,300	8,300
Total Liabilities	740,409	748,031
Net Assets		
Without donor restrictions	748,146	646,607
Total Net Assets	748,146	646,607
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Activities

<b>Year ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Without Donor Restrictions</b>		
<b>Revenue and Support</b>		
Membership dues	\$ 431,425	\$ 395,831
Special events revenue	176,519	139,640
Direct benefits to donors	(19,129)	(10,151)
Capital improvement campaign	33,000	36,000
First Friday luncheon	29,402	15,452
Networking Breakfast	4,980	4,035
Women's Committee	37,823	-
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	11,182	10,635
Ads and ad commission	17,665	20,767
Contributed nonfinancial assets	40,943	47,180
Interest income	1,424	2,217
Other income	14,099	66,636
<b>Total Revenue and Support</b>	<b>878,957</b>	<b>827,866</b>
<b>Expenses</b>		
<b>Program Services</b>		
Business resources	270,070	242,698
Advocacy	289,561	253,513
<b>Total Program Services</b>	<b>559,631</b>	<b>496,211</b>
<b>Supporting Services</b>		
General and administrative	100,685	104,706
Fundraising	117,102	127,292
<b>Total Supporting Services</b>	<b>217,787</b>	<b>231,998</b>
<b>Total Expenses</b>	<b>777,418</b>	<b>728,209</b>
<b>Change in Net Assets</b>	<b>101,539</b>	<b>99,657</b>
Net Assets, Beginning of Year	646,607	546,950
<b>Net Assets, End of Year</b>	<b>\$ 748,146</b>	<b>\$ 646,607</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2021)	Program Services			Supporting Services			Audited 2022 Total	Reviewed 2021 Total
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
<b>Payroll and related expenses</b>								
Salaries	\$ 95,173	\$ 95,173	\$ 190,346	\$ 23,793	\$ 23,793	\$ 47,586	\$ 237,932	\$ 246,066
Payroll taxes	7,642	7,642	15,284	1,911	1,911	3,822	19,106	17,936
Employee benefits	13,174	13,174	26,348	3,294	3,294	6,588	32,936	39,274
<b>Total payroll and related expenses</b>	<b>115,989</b>	<b>115,989</b>	<b>231,978</b>	<b>28,998</b>	<b>28,998</b>	<b>57,996</b>	<b>289,974</b>	<b>303,276</b>
<b>Other expenses</b>								
Advertising	2,455	2,455	4,910	2,455	17,185	19,640	24,550	24,799
Bad debt	19,330	19,330	38,660	19,330	19,330	38,660	77,320	86,080
Bank fees	1,119	1,119	2,238	4,475	4,475	8,950	11,188	7,890
Board expenses	-	-	-	8,809	-	8,809	8,809	6,935
Building expenses	100	100	200	25	25	50	250	325
Computer maintenance	1,736	1,736	3,472	434	434	868	4,340	4,216
Contract labor	26,923	26,923	53,846	6,730	6,730	13,460	67,306	1,252
Depreciation	12,042	12,042	24,084	3,010	3,010	6,020	30,104	30,042
Dues and subscriptions	-	3,971	3,971	-	-	-	3,971	2,688
Employee development	2,720	2,720	5,440	680	680	1,360	6,800	9,632
Equipment lease	4,039	4,039	8,078	1,010	1,010	2,020	10,098	9,970
First Friday	31,047	-	31,047	-	-	-	31,047	18,442
Health committee	6,918	-	6,918	-	-	-	6,918	4,859
Insurance	4,017	4,017	8,034	1,004	1,004	2,008	10,042	9,616
Interest	8,563	8,563	17,126	2,141	2,141	4,282	21,408	30,086
Miscellaneous	3,810	5,079	8,889	3,810	-	3,810	12,699	14,082
Networking breakfast	159	-	159	-	-	-	159	280
Office supplies	2,558	2,558	5,116	640	640	1,280	6,396	4,884
Payroll service	2,359	2,359	4,718	590	590	1,180	5,898	5,522
Postage and delivery	916	458	1,374	458	1,220	1,678	3,052	2,707
Professional fees	-	-	-	7,505	-	7,505	7,505	13,565
Rent	544	544	1,088	136	136	272	1,360	1,200
Repairs and maintenance	7,214	7,214	14,428	1,804	1,804	3,608	18,036	25,614
Software	2,246	2,246	4,492	561	561	1,122	5,614	4,850
Special events	-	27,489	27,489	-	43,097	43,097	70,586	78,595
Taxes - income	-	-	-	2,160	-	2,160	2,160	4,515
Taxes - property	5,568	5,568	11,136	1,392	1,392	2,784	13,920	13,920
Telephone	2,675	2,675	5,350	668	669	1,337	6,687	6,540
Travel and entertainment	-	-	-	760	-	760	760	760
Utilities	4,403	4,403	8,806	1,100	1,100	2,200	11,006	10,510
Womens Committee	-	25,964	25,964	-	-	-	25,964	-
Young professionals	620	-	620	-	-	-	620	708
<b>Total other expenses</b>	<b>154,081</b>	<b>173,572</b>	<b>327,653</b>	<b>71,687</b>	<b>107,233</b>	<b>178,920</b>	<b>506,573</b>	<b>435,084</b>
<b>Subtotal</b>	<b>270,070</b>	<b>289,561</b>	<b>559,631</b>	<b>100,685</b>	<b>136,231</b>	<b>236,916</b>	<b>796,547</b>	<b>738,360</b>
Less: Direct benefit to donor	-	-	-	-	(19,129)	(19,129)	(19,129)	(10,151)
<b>Total Expenses</b>	<b>\$ 270,070</b>	<b>\$ 289,561</b>	<b>\$ 559,631</b>	<b>\$ 100,685</b>	<b>\$ 117,102</b>	<b>\$ 217,787</b>	<b>\$ 777,418</b>	<b>\$ 728,209</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Cash Flows

<b>Year Ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Cash Flows From Operating Activities</b>		
Change in net assets	\$ 101,539	\$ 99,657
Adjustments to reconcile change in net assets to net change in operating activities:		
Depreciation	30,104	30,042
Bad debt expense	77,320	86,080
Changes in assets and liabilities:		
Accounts receivable	(71,721)	(73,454)
Prepaid expenses	(263)	(413)
Accrued expenses	12,198	(1,480)
Deferred revenues	25,913	6,773
<b>Total Adjustments</b>	<b>73,551</b>	<b>47,548</b>
<b>Net Change in Operating Activities</b>	<b>175,090</b>	<b>147,205</b>
<b>Cash Flows From Investing Activities</b>		
Purchases of property and equipment	(1,219)	-
<b>Net Change in Investing Activities</b>	<b>(1,219)</b>	<b>-</b>
<b>Cash Flows From Financing Activities</b>		
Payments on long-term debt	(45,733)	(37,055)
<b>Net Change in Financing Activities</b>	<b>(45,733)</b>	<b>(37,055)</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>128,138</b>	<b>110,150</b>
Cash and Cash Equivalents, beginning of year	459,950	349,800
<b>Cash and Cash Equivalents, end of year</b>	<b>\$ 588,088</b>	<b>\$ 459,950</b>
<b>Supplemental Disclosures:</b>		
Interest paid	\$ 21,408	\$ 30,086

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

#### Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

#### Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2022 and 2021, the allowance for bad debts was \$7,021 and \$7,021, respectively.

### Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

### Donated Assets

Donated investments and other noncash donations are recorded as contributions at their fair values at the date of donation.

### Donated Property and Equipment

Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Chamber reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Chamber reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

### Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

### Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Chamber. Many individuals volunteer their time and perform a variety of tasks that assist the Chamber with program services and fundraising events. No amounts have been reflected in the financial statements for these donated services as the recognition criteria were not met.

### Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

### Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$2,160 and \$4,515 for federal income taxes in the years ended December 31, 2022 and 2021, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2022 and 2021, no uncertain tax positions were identified.

### Leases

From time to time the Chamber enters into contracts to lease office equipment. At contract inception, the Chamber determines if an arrangement contains a lease and recognizes right-of-use (ROU) assets and lease liabilities for leases with terms greater than twelve months. Leases with an initial term of twelve months or less and immaterial leases with obligations of less than \$15,000 are not recognized in the statement of financial position.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2022 and 2021 amounted to \$24,550 and \$24,799, respectively.

### Newly Adopted Accounting Pronouncements

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

## **NOTE 2 – LIQUIDITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2022, comprise the following:

Financial assets:	
Cash and cash equivalents	\$588,088
Accounts receivable, net	35,249
Financial assets available to meet cash needs for general expenditures within one year	\$623,337

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$56,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

## **NOTE 3 – CONCENTRATION OF CREDIT RISKS**

The Chamber maintains its cash balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2022 and 2021, the Chamber had approximately \$338,000 and \$210,000, respectively, of cash balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2022 and 2021, property, plant and equipment consisted of the following:

	Audited 2022	Reviewed 2021
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	13,102
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
 Total property and equipment, gross	 1,307,211	 1,305,992
Less: Accumulated depreciation	(452,091)	(421,987)
 Total property and equipment, net	 \$855,120	 \$884,005

Depreciation expense charged to operations for the years ended December 31, 2022 and 2021 was \$30,104 and \$30,042, respectively.

### NOTE 5 – RENTAL INCOME

From time to time the Chamber enters into contracts to lease office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and has determined that these leases are operating leases:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018	10/31/2018 10/31/2023
TRHF	\$3,729	11/1/2012	10/31/2017	11/1/2017	10/31/2022
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2022 and 2021, rental income was \$64,624 and \$64,624, respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2023	\$ 63,288
2024	39,140
2025	-
 Total	 \$ 102,428

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2022 and 2021, the total rental expense under these leases was \$11,458 and \$11,170, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as the total obligation is less than \$15,000. Future minimum lease payments are as follows:

For the years ending December 31,	
2023	6,651
2024	2,749
2025	1,969
2026	492
Thereafter	-
Total	\$11,862

### NOTE 7 – LONG-TERM DEBT

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. The Chamber intends to refinance the debt.

As of December 31, 2022 and 2021, the balance was \$527,582 and \$573,315, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2023	\$ 527,582
Thereafter	-
Total	\$527,582

### NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2022 and 2021, respectively approximately fifty-one percent (51%) and forty-eight percent (48%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2022 and 2021, the Chamber's contributed nonfinancial assets consist of the following:

	2022	2021
Advertising	\$22,720	\$25,270
Repairs and maintenance	6,600	6,600
Supplies	3,500	6,750
Venues	5,300	5,300
Miscellaneous	2,823	3,260
Total contributed nonfinancial assets	\$40,943	\$47,180

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

### NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 21, 2023, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE  
2023 BOARD OF DIRECTORS**

**CHAIR OF THE BOARD**

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**EX-OFFICIO BOARD MEMBERS**

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**Request for Taxpayer  
Identification Number and Certification**

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Greater Tomball Area Chamber of Commerce**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**29201 Quinn Road, Ste. B; PO Box 516**

6 City, state, and ZIP code

**Tomball, TX 77377-0516**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

**Employer identification number**

7 4 - 1 4 9 5 1 2 5

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 1/16/2020

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/18/2023

Name of Organization/Business: Spring Creek County Historical Association

Street Address: 510 N. Pines Street

City: Tomball

State: TX

Zip Code: 77375

Contact Name: Henry Reid

Phone Number: 281-831-0738

Email: tomballmuseumcenter@gmail.com

Type of Organization/Business:

☐ Private/For-Profit

☒ Non-Profit

Purpose of organization/business: To preserve and raise historical awareness of Tomball area through the discovery, collection, and preservation of history and daily life of Tomball residents

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes

☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

☐ Establishment, improvement or maintenance of a convention or visitor center

☐ Administrative cost for facilitating convention registration

☒ Advertising, solicitations, and promotions that attracts tourists and delegates

☒ Encouragement, promotion, improvement, and application of the arts

☒ Historical restoration or preservation programs

☒ Signage directing tourists to attractions visited by hotel guests

☐ None of the above

Is this a new event/expenditure?

☐ Yes ☒ No

Name of the event/expenditure: Tomball Museum Center

Website address of event/expenditure: tomballmuseumcenter.com

Date(s) of event/expenditure: All year

Location of event/expenditure: 510 N. Pine Street

Description of event/expenditure: Various events, which including tours of our facilities, our annual Antique Car Social, Kids Days at the museum including a special Halloween night, informative talks about the history of Tomball and Texas, our quarterly Tea and Chats and our annual Christmas Candlelight Tours

Estimated local attendees: 2500 Estimated out of town attendees: 400

If approved, how will the grant funds be used?

To maintain the historical integrity of our buildings and property.

How will you measure the impact of your event on local overnight accommodations? Our goal is to provide another reason for families and visitors to come explore the history of Tomball.

Amount of funding requested: \$ 45,000

Current operating budget for the event/expenditure: \$ 88,000

Total funding dedicated to advertising/promotion of event/expenditure: \$ 9,000

Organization's direct contribution to the operating and advertising budget: \$ 43,000

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

☐ Paid Advertising

☐ Radio

☐ Television

☒ Brochures

☒ Social Media

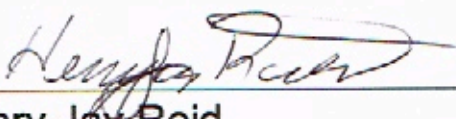
☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball?

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature:   
Applicant Name: Henry Jay Reid

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

### ORGANIZED BUDGET FOR 2023-2024

	CITY FUNDS	OTHER FUNDS	TOTAL
PERSONNEL		\$18,000	\$18,000
UTILITIES		\$12,000	\$12,000
REPAIRS AND MAINTANENCE	\$20,000	\$4,000	\$24,000
ADVERTISING	\$5,000	\$4,000	\$9,000
FEES - Yearly Dry-wood Termite Inspections/ Insurance	\$8,000	\$2,000	\$10,000
MISCELLANEOUS EXPENSES	\$2,000	\$2,000	\$4,000
CONTRACTED SERVICES - MOWING, ACCOUNTING, ETC	\$10,000	\$1,000	\$11,000
TOTAL	\$45,000	\$43,000	\$88,000

### FUNDS FROM OTHER SOURCES

#### Other Investors/Contributors

Corporate	\$ 5,000
Foundations	\$ 2,000
Royalties	\$ 3,000
Grants	\$ 10,000

#### Fees

Admissions (Wedding and Events)	\$ 5,000
Application (Tours and Donations)	\$ 5,000
Vendors (Photographers)	\$ 3,000

#### Membership

\$ 5,000

#### Others (Memorials)

\$ 5,000

Total                      \$ 43,000

**Spring Creek County Historical Association  
Budget 2023**

	<u>Total</u>
<b>Income</b>	
Building Use Income	\$5,000.00
Direct Public Support	
City of Tomball Contributions	\$30,000.00 *
Grants	\$20,000.00 **
Total Direct Public Support	\$50,000.00
Donations	
Donations - Undesignated	\$10,000.00
Cobb Family Foundation	\$1,500.00
Memorial Donations	\$2,000.00
Photography Donations	\$3,000.00
Total Donations - Undesignated	\$16,500.00
Program Income	
Candlelight Tour Income	\$3,000.00
Membership Dues Income	\$2,500.00
Membership Corporate	\$3,000.00
Tours Income	\$5,000.00
Total Program Income	\$13,500.00
Other income - Sale of books, etc	\$500.00
Total Income	\$85,500.00
Gross Profit	\$85,500.00
<b>Expenses</b>	
Contract Services	
Accounting Fees	\$300.00 *
Total Contract Services	\$300.00
Events Expense	
Antique Car Show Expenses	\$2,000.00 *
Candlelight Tour Expense	\$500.00
Total Events Expense	\$2,500.00
Insurance	
Property Insurance	\$3,500.00 *
D & O Insurance	\$1,000.00 *
Liability	\$2,500.00 *
Total Insurance	\$7,000.00
Office Expenses	\$150.00
Operations	

Postage, Mailing Service	\$200.00 *
Supplies	\$500.00 +
Total Operations	<u>\$700.00</u>
Repairs & Maintenance	
Buildings & Grounds Maintenance	\$10,000.00 *
Cleaning	\$1,000.00 *
Lawn Service	\$8,000.00 *
Exterior Contract Painting	<u>\$20,000.00 **</u>
Total Repairs & Maintenance	<u>\$39,000.00</u>
Salaries	\$13,680.00
Security	\$500.00
Taxes	
Payroll Taxes	\$1,100.00
Property Taxes	\$15.00
Total Taxes	<u>\$1,115.00</u>
Telephone	\$2,000.00
Utilities	\$15,000.00
Website	<u>\$1,000.00 *</u>
Total Expenses	<u>\$85,445.00</u>
Net Operating Income	\$55.00
Other Income	
Interest Income - CD	\$4,000.00
Royalty Income	
Americo Energy Resources	\$4,000.00
Total Royalty Income	<u>\$4,000.00</u>
Total Other Income	<u>\$8,055.00</u>
Net Other Income	<u>\$8,055.00</u>
Net Income	<u>\$8,110.00</u>

\*. City of Tomball Direct Support reimburses for direct expenses. For accounting purposes, on the P&L statement this support is applied directly to their expense and therefore the majority of this support is not included as income or expenses on that statement.

\*\* We will be applying for various grants to cover the cost of painting our three (3) main buildings.

# Spring Creek County Historical Association

## Profit and Loss

January - December 2022

	TOTAL
<b>Income</b>	<b>2,775.00</b>
Building Use Income	
Direct Public Support	0.00
City of Tomball Contributions	0.00
<b>Total Direct Public Support</b>	<b>45.00</b>
Donations	9,309.00
Donations - Undesignated	1,500.00
Cobb Family Foundation	605.00
Memorial Donations	1,256.00
Photography Donations	12,700.00
<b>Total Donations - Undesignated</b>	<b>12,745.00</b>
<b>Total Donations</b>	
Program Income	1,361.13
Candlelight Tour Income	1,765.00
Membership Dues Income	480.00
Program Service Fees	3,943.00
Tours Income	7,549.13
<b>Total Program Income</b>	<b>20.00</b>
Sales of Product Income	360.00
Books	380.00
<b>Total Sales of Product Income</b>	<b>0.00</b>
Uncategorized Income	\$23,449.13
<b>Total Income</b>	<b>\$23,449.13</b>
<b>GROSS PROFIT</b>	
Expenses	10.00
Bank Service Charges	
Contract Services	0.00
Accounting Fees	0.00
<b>Total Contract Services</b>	<b>289.33</b>
Credit Fees	75.00
Dues & Subscriptions	
Events Expense	3,385.72
Antique Car Show Expenses	822.64
Candlelight Tour Expense	4,208.36
<b>Total Events Expense</b>	
Facilities and Equipment	3,297.80
Property Insurance	3,297.80
<b>Total Facilities and Equipment</b>	<b>935.00</b>
Insurance	2,228.00
Insurance -COMMERCIAL LIABILITY	97.96
Office Expenses	
Operations	

Profit and Loss  
January - December 2022

	TOTAL
Postage, Mailing Service	120.00
Supplies	228.54
<b>Total Operations</b>	<b>348.54</b>
Repairs & Maintenance	650.00
Buildings & Grounds Maintenance	1,587.74
Cleaning	60.07
Lawn Service	2,100.00
<b>Total Repairs &amp; Maintenance</b>	<b>4,397.81</b>
Salaries	13,680.00
Security	495.41
Taxes	1,046.52
Payroll Taxes	13.75
Property Taxes	1,060.27
<b>Total Taxes</b>	<b>1,432.80</b>
Telephone	11,534.78
Utilities	0.00
Website	\$44,091.06
<b>Total Expenses</b>	<b>\$ -20,641.93</b>
<b>NET OPERATING INCOME</b>	
Other Income	20.00
Bank Rewards	626.42
Interest Income - CD	
Royalty Income	2,477.81
Americo Energy Resources	2,477.81
<b>Total Royalty Income</b>	<b>\$3,124.23</b>
<b>Total Other Income</b>	<b>\$3,124.23</b>
<b>NET OTHER INCOME</b>	<b>\$ -17,517.70</b>
<b>NET INCOME</b>	

# Tomball Museum Center Board of Directors

SPRING CREEK COUNTY HISTORICAL ASSOCIATION			
2023-20254 BOARD OF DIRECTORS			
Name	Position	Phone	Email
Henry Reid	President	281-831-0738	Henryreid4466@gmail.com
Michael Bradfield	Vice President	281-831-7139	micbobbbrad@gmail.com
Rebecca Clepper	Secretary	713-702-3513	bclepper72681@aol.com
Mary McCoy	Treasurer	281-507-8693	marymcoy@gmail.com
Kyle Stallones	Board Member	713-899-3586	<a href="mailto:kylestallones@gmail.com">kylestallones@gmail.com</a>
JoAnn Ehrhardt	Board Member	713-376-0188	joanne6607@gmail.com
Pamela Kaiser	Board Member	281-636-1824	pkaiser54@yahoo.com
Celila Lang	Board Member	832-934-2363	grlang@yahoo.com
Rayford McCoy	Board Member	281-384-2621	<a href="mailto:rayford.mccoy@gmail.com">rayford.mccoy@gmail.com</a>
Dwana McShan	Board Member	832-475-0321	ddesigns76@yahoo.com
Bob Russell	Board Member	281-610-6685	bearkats73@aol.com
Robert Watts	Board Member	832-562-1518	rwatts1944@yahoo.com

P.O. BOX 421

City Tomball	State TX	Zip Code 77377
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Foreign Country	Foreign Province	Foreign Zip
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**Principal Officer of Organization**

Name HENRY REID	Check here if Officer is a business <input type="checkbox"/>	SSN or EIN
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Street 11102 OLDE MINT HOUSE LANE	Room/Suite
--------------------------------------	------------

City TOMBALL	State TX	Zip Code 77375
-----------------	-------------	-------------------

Foreign Country
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Organization's annual gross receipts are still normally \$50,000 or less

☒

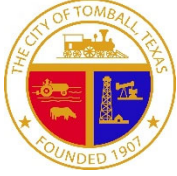
If applicable, organization is terminating (going out of business)

☐

Electronic Filing

<b>Return Name:</b> SPRING CREEK COUNTY HISTORICAL ASSOCIATION	
<b>SSN:</b> 746070572	
<b>Submission ID:</b> 7627322023078md8f5ow	<b>Refund:</b> 0
<b>Status:</b> Accepted	<b>Status Date:</b> 6/5/2023
<b>Jurisdiction:</b> Federal	
<b>Type:</b> 990-N	
<b>Sub Type:</b> Federal	
<b>Service Center:</b> Unknown	

<b>Current Acknowledgement Detail</b>	
<b>Acceptance Code:</b> Accepted	<b>Ack Status Date:</b> 6/5/2023
<b>Debt Code:</b>	<b>Expected Refund:</b> 0
<b>PIN Indicator:</b>	<b>EIC Indicator:</b>
<b>Payment Ack:</b> ---	<b>State-Only Code:</b>
<b>Birth Date Validity:</b> ---	<b>State Packet:</b>
<b>Number of Errors:</b> 0	
<b>Error Rejected Codes:</b>	



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/10/2023  
Name of Organization/Business: TOMBALL SISTER CITY ORG.  
Street Address: PO BOX 1131  
City: TOMBALL State: TX Zip Code: 77377  
Contact Name: CRAIG BOGNER  
Phone Number: 832-715-6291 Email: CRAIG@TOMBALLGERMANFEST.ORG

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit  
Purpose of organization/business: TO KEEP THE GERMAN CULTURE AND HERITAGE OF TOMBALL PAST.  
SUPPORT EXCHANGE STUDENTS FROM TELGTE GERMANY TOMBALLS SISTER CITY.  
HOLD A HERITAGE DINNER EVERY YEAR FOR THE GERMAN FAMILIES OF TOMBALL.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☐ Establishment, improvement or maintenance of a convention or visitor center
- ☐ Administrative cost for facilitating convention registration
- ☒ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☐ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expense? ☐ Yes ☒ No

Name of the event/expense: TOMBALL GERMAN HERITAGE

Website address of event/expense: TOMBALLGERMANFEST.ORG

Date(s) of event/expense: mARCH 22,23,24

Location of event/expense: 100,200,300,400 BLOCKS OF MARKET STREET

Description of event/expense: 3 DAY GERMAN FESTIVAL. 4 MUSIC STAGES, CARNIVAL, KIDS AREA & 150 VENDORS.

Estimated local attendees: 40K Estimated out of town attendees: 20K

If approved, how will the grant funds be used? ADVERTISING, TENTS & CHAIRS GENERATORS & LIGHT TOWERS.

How will you measure the impact of your event on local overnight accommodations? \_\_\_\_\_

ALL HOTELS FILL UP DURING FESTIVAL ACCORDING TO THE HOTEL AT THE CITY HOTEL MEETING,

Amount of funding requested: \$ 80K/ Inkind See attached

Current operating budget for the event/expense: \$ 220,000

Total funding dedicated to advertising/promotion of event/expense: \$ 30,000

Organization's direct contribution to the operating and advertising budget: \$ 166,000

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expense:

☒ Paid Advertising

☒ Radio

☒ Television

☒ Brochures

☒ Social Media

☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? \_\_\_\_\_

During Application process a link is set up for Vendors to stay in Tomball Hotels.

Website has Tomball Hotels linked.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: C Bogner  
Applicant Name: Craig Bogner

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

# The Tomball Sister Cities Organization

## Budget Overview: Budget\_FY23\_P&L\_(1) - FY23 P&L

October 2022 - September 2023

	TOTAL
Income	
<b>Total Income</b>	
GROSS PROFIT	<b>\$0.00</b>
Expenses	
Payroll	52,000.00
TGCM Expenses	2,500.00
Advertising	10,000.00
Buttonstar	700.00
Champions	5,200.00
Community Impace	8,000.00
Das Fenster	0.00
Horsebay	0.00
Houston Chronicle	10,000.00
Kulp Radio	0.00
Kwik Kopy	2,000.00
Neighborhood Publishing	500.00
Photography	1,500.00
Polka	0.00
Star Montrose	0.00
The Rural Connection	400.00
Tomball Chamber	0.00
Townsquare Publications	0.00
<b>Total Advertising</b>	<b>38,300.00</b>
Distributors	
Buses	5,000.00
Porta Potties	5,000.00
<b>Total Distributors</b>	<b>10,000.00</b>
Security	3,200.00
<b>Total TGCM Expenses</b>	<b>54,000.00</b>
TGHF Expenses	
Advertising	3,500.00
American Classifieds	0.00
Button Star	200.00
Community Impact	7,000.00
Das Fenster	400.00
Hello Woodlands	0.00
Horshoebay	0.00
Houston Chronicle	8,000.00
Houston Livestock Show & Rodeo	0.00
KStar	0.00
Kulp Radio	600.00
Kwik Kopy	1,800.00
Neighborhood Publication	400.00

	TOTAL
Photography	3,300.00
Polka	0.00
Printing Materials	0.00
ButtonStar	0.00
FastSigns	0.00
<b>Total Printing Materials</b>	<b>0.00</b>
SP Merchandise	0.00
Star Montrose	1,000.00
Team	0.00
Tomball Chamber	0.00
Townsquare Publications	0.00
Zoogee World	0.00
<b>Total Advertising</b>	<b>26,200.00</b>
Distributors	18,000.00
Buses	5,000.00
Porta Potties	4,800.00
<b>Total Distributors</b>	<b>27,800.00</b>
<b>Total TGHF Expenses</b>	<b>54,000.00</b>
<b>Total Expenses</b>	<b>\$160,000.00</b>
NET OPERATING INCOME	\$ -160,000.00
NET INCOME	\$ -160,000.00

# The Tomball Sister Cities Organization

## Budget Overview: Budget\_FY23\_P&L - FY23 P&L

October 2022 - September 2023

	TOTAL
Income	
TGCM Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
<b>Total TGCM Income</b>	<b>260,000.00</b>
TGHF Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
<b>Total TGHF Income</b>	<b>260,000.00</b>
<b>Total Income</b>	<b>\$520,000.00</b>
GROSS PROFIT	<b>\$520,000.00</b>
Expenses	
Payroll	
Payroll Service Fee	2,000.00
Payroll Tax Expenses	4,000.00
Salary and Wages	49,000.00
Workers Compensation	237.00
<b>Total Payroll</b>	<b>55,237.00</b>
TGCM Expenses	2,500.00
Advertising	30,000.00
Distributors	80,000.00
Buses	5,000.00
Porta Potties	4,800.00
<b>Total Distributors</b>	<b>89,800.00</b>
Entertainment	
Entertainers	50,000.00
Hotels	6,000.00
<b>Total Entertainment</b>	<b>56,000.00</b>
Security	2,500.00
<b>Total TGCM Expenses</b>	<b>180,800.00</b>
TGHF Expenses	
Advertising	30,000.00
Distributors	80,000.00
Buses	55,000.00
Porta Potties	5,000.00
<b>Total Distributors</b>	<b>140,000.00</b>
Entertainment	4,500.00
Entertainers	42,000.00
Hotels	6,300.00
<b>Total Entertainment</b>	<b>52,800.00</b>

	TOTAL
Equipment Rental	15,000.00
Hospitality	1,700.00
Insurance	1,300.00
Security	2,200.00
Volunteers	500.00
<b>Total TGHF Expenses</b>	<b>243,500.00</b>
<b>Total Expenses</b>	<b>\$479,537.00</b>
NET OPERATING INCOME	<b>\$40,463.00</b>
NET INCOME	<b>\$40,463.00</b>

# The Tomball Sister City Organization

Independent Accountants' Review Report and  
Financial Statements for the Year Ended September 30, 2022

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## Independent Accountants' Review Report

To the Board of Directors of  
The Tomball Sister City Organization  
Houston, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

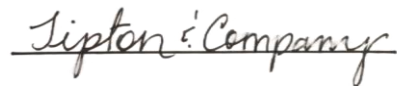
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Tipton & Company  
Certified Public Accountants  
Houston, Texas

November 29, 2022

# The Tomball Sister City Organization

## Statement of Financial Position

***As of September 30, 2022***

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**Assets**

Cash and cash equivalents	\$	255,692
Property and equipment, net		4,849

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<b>Total Assets</b>	<b>\$</b>	<b>260,541</b>
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**Liabilities and Net Assets****Liabilities**

Deferred revenue	48,252
Accrued expenses	16,097

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<b>Total Liabilities</b>	<b>64,349</b>
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**Net Assets**

Without donor restriction	196,192
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<b>Total Net Assets</b>	<b>196,192</b>
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<b>Total Liabilities and Net Assets</b>	<b>\$</b>	<b>260,541</b>
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# The Tomball Sister City Organization

## Statement of Activities

<b>Year ended September 30, 2022</b>	Without Donor Restrictions	With Donor Restrictions	Total
<b>Public Support and Revenues</b>			
Public Support			
Tomball German Heritage Festival grant	\$ 80,000	\$ -	\$ 80,000
Tomball German Christmas Market grant	80,000	-	80,000
Revenue			
Tomball German Heritage Festival sponsorship and fees	173,510	-	173,510
Tomball German Christmas Market sponsorship and fees	137,555	-	137,555
Other income	190	-	190
<b>Total Public Support and Revenues</b>	<b>471,255</b>	<b>-</b>	<b>471,255</b>
<b>Expenses</b>			
Program Activities			
Tomball German Christmas Market	188,635	-	188,635
Tomball German Heritage Festival	190,584	-	190,584
<b>Total Program Activities</b>	<b>379,219</b>	<b>-</b>	<b>379,219</b>
Supporting Activities			
Management and general	52,087	-	52,087
Fundraising	37,990	-	37,990
<b>Total Supporting Activities</b>	<b>90,077</b>	<b>-</b>	<b>90,077</b>
<b>Total Expenses</b>	<b>469,296</b>	<b>-</b>	<b>469,296</b>
<b>Change in Net Assets</b>	<b>1,959</b>	<b>-</b>	<b>1,959</b>
Net Assets, Beginning of Year	194,233	-	194,233
<b>Net Assets, End of Year</b>	<b>\$ 196,192</b>	<b>\$ -</b>	<b>\$ 196,192</b>

See accompanying notes and independent accountants' review report.

# The Tomball Sister City Organization

## Statement of Functional Expenses

	Program Activities			Supporting Activities			Total
	Tomball German Heritage Festival	Tomball German Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities	
<b>Year ended September 30, 2022</b>							
<b>Salaries and related expenses</b>							
Salaries and wages	\$ 12,325	\$ 12,325	\$ 24,650	\$ 14,790	\$ 9,860	\$ 24,650	\$ 49,300
Payroll taxes	943	943	1,886	1,131	754	1,885	3,771
Employee benefits	59	59	118	71	48	119	237
<b>Total salaries and related expenses</b>	<b>13,327</b>	<b>13,327</b>	<b>26,654</b>	<b>15,992</b>	<b>10,662</b>	<b>26,654</b>	<b>53,308</b>
<b>Other Expenses</b>							
Advertising	13,668	12,875	26,543	-	26,543	26,543	53,086
Auto	-	-	-	2,253	-	2,253	2,253
Depreciation	-	-	-	1,126	-	1,126	1,126
Distributors	84,589	94,973	179,562	-	-	-	179,562
Donations	-	-	-	1,000	-	1,000	1,000
Dues	-	-	-	5,104	-	5,104	5,104
Equipment rental	13,720	-	13,720	-	-	-	13,720
Exchange students	4,184	4,184	8,368	-	-	-	8,368
Hospitality	1,604	3,308	4,912	-	-	-	4,912
Insurance	1,260	-	1,260	6,828	-	6,828	8,088
Maintenance	-	-	-	750	-	750	750
Miscellaneous	1,441	2,579	4,020	2,932	-	2,932	6,952
Postage	-	-	-	256	-	256	256
Security	1,070	2,360	3,430	-	-	-	3,430
Service fees	465	465	930	752	372	1,124	2,054
Storage	-	-	-	2,036	-	2,036	2,036
Taxes	516	516	1,032	619	413	1,032	2,064
Travel and entertainment	54,240	54,048	108,288	3,350	-	3,350	111,638
Utilities	-	-	-	5,619	-	5,619	5,619
Volunteers	500	-	500	-	-	-	500
Website	-	-	-	3,470	-	3,470	3,470
<b>Total Other Expenses</b>	<b>177,257</b>	<b>175,308</b>	<b>352,565</b>	<b>36,095</b>	<b>27,328</b>	<b>63,423</b>	<b>415,988</b>
<b>Total Expenses</b>	<b>\$ 190,584</b>	<b>\$ 188,635</b>	<b>\$ 379,219</b>	<b>\$ 52,087</b>	<b>\$ 37,990</b>	<b>\$ 90,077</b>	<b>\$ 469,296</b>

See accompanying notes and independent accountants' review report.

# The Tomball Sister City Organization

## Statement of Cash Flows

***Year ended September 30, 2022***

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### **Cash Flows from Operating Activities**

Change in Net Assets	\$	1,959
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Adjustments to reconcile change in net assets to  
net cash from operating activities:

Depreciation expense		1,126
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Change in operating assets and liabilities:

Deferred revenue		14,336
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Accrued expenses		2,041
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Total Adjustments		17,503
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Net Change from Operating Activities		19,462
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Cash and Cash Equivalents, beginning of year		236,230
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<b>Cash and Cash Equivalents, end of year</b>	<b>\$</b>	<b>255,692</b>
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# The Tomball Sister City Organization

## Notes to Financial Statements

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### NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

**Nature of Operations** – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Christmas Market* – traditionally holds in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.
- *Tomball German Heritage Festival* – traditionally holds in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.

**Basis of Accounting** – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

**Basis of Presentation** – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

*Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

*Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

**Cash and Cash Equivalents** – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

# The Tomball Sister City Organization

## Notes to Financial Statements

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

**Property and Equipment** – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of \$2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

**Grants** – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

**Donated Assets** – Donated investments and other noncash donations are recorded as contributions at their fair values at the date of donation.

**Donated Property and Equipment** – Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated assets to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies net assets with donor restrictions to net assets without restrictions at that time.

**Donated Services** – The Organization recognizes contributed services at their fair value if the services provide value to the Organization and require specialized skills, are provided by individuals possessing those skills, and would have been purchased if not provided by contributors, as established by FASB ASC 958-605-25-26.

**Deferred Revenue** – fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once Christmas Market is held.

**Revenue Recognition** – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

**Estimates** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

# The Tomball Sister City Organization

## Notes to Financial Statements

**Functional Allocation of Expense** – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

**Income Taxes** – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

**Advertising** – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2022 was \$53,086.

### NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2022, comprise the following:

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Financial assets available to meet cash needs for  
general expenditures within one year:

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Cash	\$247,440
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For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival. The Organization has a goal to maintain financial assets on hand to meet two festivals’ operating expenses, which are, on average, approximately \$100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

### NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At September 30, 2022, the Organization had no uninsured balances.

The Organization had one grantor that accounted for thirty-four percent (34%) of total public support and revenue for the year ended September 30, 2022.

# The Tomball Sister City Organization

## Notes to Financial Statements

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants.

### NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2022, property and equipment consist of the following:

Computer	\$3,357
Trailer	8,248
Subtotal property and equipment	11,605
Less: accumulated depreciation	(6,756)
Total property and equipment, net	\$4,849

Depreciation expense for the year ended September 30, 2022 was \$1,126.

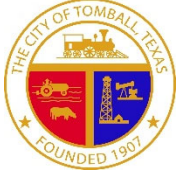
### NOTE 5 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 29, 2022, the date the financial statements were available to be issued. Management has not identified any subsequent events that would require an adjustment to the financial statements or disclosures as required by GAAP.

Tomball Sister City Organization, Inc.  
P. O. Box 1131, Tomball, TX 77377  
AS OF 10/3/2022

**Officers and Board of Directors**

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2024
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2024
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	<a href="mailto:gradsand@yahoo.com">gradsand@yahoo.com</a>	2024
Craig Bogner Treasurer, General Manager 31226 Antionia Lane Tomball, Texas 77375	832-715-6291	<a href="mailto:craigbogner@gmail.com">craigbogner@gmail.com</a> <a href="mailto:craig@tomballgermanfest.org">craig@tomballgermanfest.org</a>	2023
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	<a href="mailto:amyamason@yahoo.com">amyamason@yahoo.com</a>	2025
Elizabeth Barnett, Secretary 2 Blue Bungalow Drive Spring, Texas 77389	281-900-8663	<a href="mailto:ebarnett@houstonmethodist.org">ebarnett@houstonmethodist.org</a>	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	<a href="mailto:larry.sonja@sbcglobal.net">larry.sonja@sbcglobal.net</a>	2024
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	<a href="mailto:wesleyjburke.com">wesleyjburke.com</a>	2023
Nora Stovall 307 Florence Street Tomball, Texas 77375	281-541-1449	<a href="mailto:norastovall@sbcglobal.net">norastovall@sbcglobal.net</a>	2023
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	<a href="mailto:shama_go14@yahoo.com">shama_go14@yahoo.com</a>	2024
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	<a href="mailto:mjbarnett76@yahoo.com">mjbarnett76@yahoo.com</a>	2025
Klaus Rotermund 18915 Ayston Drive Tomball, Texas 77375	832-594-6258	<a href="mailto:klaro10@att.net">klaro10@att.net</a>	2025



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/11/2023  
Name of Organization/Business: Greater Tomball Area Chamber of Commerce  
Street Address: 29201 Quinn Road, Suite B  
City: Tomball State: TX Zip Code: 77375  
Contact Name: Brandy Beyer  
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit  
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☐ Establishment, improvement or maintenance of a convention or visitor center
- ☒ Administrative cost for facilitating convention registration
- ☒ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☐ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expenditure? ☐ Yes ☒ No

Name of the event/expenditure: Tomball Holiday Parade

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: November 18, 2023

Location of event/expenditure: Main Street

Description of event/expenditure: annual parade with over 150 entries

Estimated local attendees: 10,000 Estimated out of town attendees: 10,000

If approved, how will the grant funds be used? security, advertising, portapotties, dignitary breakfast, and band participation

How will you measure the impact of your event on local overnight accommodations? Many entries come

from out of town for the parade and will choose to stay in Tomball either the night prior to the early morning event, or after to enjoy their visit to Tomball. Our Miss Tomball contestants, who participate in the parade, have many out of town family members that will come to town to support them. They will stay evening prior and the following evening, as the pageant follows the parade.

Amount of funding requested: \$ 20,000

Current operating budget for the event/expenditure: \$ 52,400

Total funding dedicated to advertising/promotion of event/expenditure: \$ 1,500

Organization's direct contribution to the operating and advertising budget: \$ 52,400

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

☒ Paid Advertising

☒ Radio

☐ Television

☒ Brochures

☒ Social Media

☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? \_\_\_\_\_

This event draws crowds from all around - as part of our larger mission, we always encourage participants and attendees to stay in the area and discover Tomball. We request that local business owners promote the parade and themselves as to keep visitors in Tomball and to make a weekend adventure for them and their families.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer  
Date: 2023.07.18 10:40:06 -05'00'

Applicant Name: Brandy Beyer

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

## 2023 Tomball Holiday Parade Budget

Candy for children	200.00
Breakfast for special guests	2,000.00
Clean-Up	900.00
Port-o-Pottie	1,400.00
Advertising	1,500.00
Security	6,000.00
Debriefing Meeting	300.00
Supplies	1,000.00
Coins	1,100.00
Personnel	30,000.00
Entertainment	8,000.00

Total Expenses:	<u>52,400.00</u>
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Grant Request	20,000.00
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Greater Tomball Area Chamber of Commerce  
2023 Budget Overview  
January through December 2023

Ordinary Income/Expense	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
	Jan - Dec 23												
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,000.00	1,000.00			1,000.00	4,000.00	1,000.00		2,000.00	1,000.00			10,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,600.00	2,600.00	2,600.00	2,500.00	2,600.00	2,600.00	2,400.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	30,900.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	1,320.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-5,577.75	-7,252.75	-3,396.00	-2,973.50	-2,399.00	-2,138.00	-2,610.25	-3,394.75	-4,483.25	-4,052.75	-2,283.50	-2,928.75	-43,490.25
Renewal	55,777.50	72,527.50	33,960.00	29,735.00	23,990.00	21,380.00	26,102.50	33,947.50	44,832.50	40,527.50	22,835.00	29,287.50	434,902.50
Total Membership Dues	58,199.75	75,274.75	39,564.00	35,761.50	29,591.00	25,242.00	29,492.25	38,552.75	48,349.25	46,474.75	30,551.50	34,358.75	491,412.25
Miscellaneous Income	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Publications/Products													
Magazine/Map/Website	500.00		10,000.00	11,000.00			1,000.00		1,000.00	500.00			24,000.00
Total Publications	500.00	0.00	10,000.00	11,000.00	0.00	0.00	1,000.00	0.00	1,000.00	500.00	0.00	0.00	24,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00			10,000.00	20,000.00	5,000.00					30,000.00
Tomball Night											12,000.00		35,000.00
Holiday Parade										15,000.00	13,000.00		30,000.00
Miss Tomball Pageant										18,000.00	25,000.00		35,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	0.00	0.00	10,000.00	20,000.00	5,000.00	7,000.00	33,000.00	0.00	0.00	160,000.00
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Gross Profit	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	21,360.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

**Greater Tomball Area Chamber of Commerce**  
**2023 Budget Overview**  
January through December 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
Total Building Expense	3,045.00	3,845.00	3,745.00	3,345.00	3,745.00	3,845.00	3,245.00	3,845.00	3,845.00	3,245.00	3,845.00	3,845.00	43,440.00
Accounting Expense		2,500.00	4,000.00	1,000.00	5,000.00						2,500.00		15,000.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00			1,000.00	1,000.00		3,000.00		2,000.00			7,000.00
First Friday	2,500.00	2,600.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,400.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
Tomball Leadership Day					5,000.00								5,000.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	11,400.00
Board of Directors	300.00	100.00			200.00	200.00			3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,292.00				600.00			750.00			45.00		3,687.00
Employee Expense													
SUTA	350.00	350.00	200.00	100.00									1,000.00
Development	600.00	1,550.00	1,500.00	1,500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			12,000.00
FUTA	150.00	40.00	30.00	5.00									225.00
Group Insurance	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	4,000.00	4,000.00	4,000.00	4,000.00	45,728.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	450.00	600.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,550.00
Payroll Taxes	1,993.00	2,060.00	1,993.00	2,060.00	1,993.00	1,993.00	1,993.00	2,060.00	1,993.00	1,993.00	2,060.00	1,993.00	24,184.00
Salaries													
TACC	30,132.00	31,132.00	30,132.00	31,132.00	30,132.00	30,132.00	30,132.00	31,132.00	30,132.00	30,132.00	31,132.00	30,132.00	365,584.00
Bonus													
Contract Labor		200.00	200.00		200.00	200.00		200.00		200.00	400.00		1,400.00
Total Salaries	30,132.00	31,332.00	30,332.00	31,132.00	30,132.00	30,332.00	30,132.00	31,332.00	30,132.00	30,332.00	31,532.00	48,411.20	385,263.20
Total Employee Expense	37,671.00	39,928.00	38,501.00	39,243.00	38,071.00	38,771.00	38,121.00	37,838.00	37,155.00	38,555.00	38,322.00	55,134.20	477,310.20
Insurance													
Worker's Compensation	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	498.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	7,963.92
Total Insurance	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	10,305.84
Membership/Misc. Expense													
Office Equipment Expense	2,000.00	3,000.00	1,000.00	500.00	2,000.00	600.00	500.00	2,000.00	800.00	1,300.00	500.00	2,000.00	16,200.00
Database		5,700.00											5,700.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	500.00	400.00	800.00	600.00	800.00	500.00	400.00	800.00	700.00	7,300.00
Pitney Bowes	528.30			591.60			528.30			528.30			2,166.50
Total Office Equip Expense	1,228.30	7,500.00	1,100.00	1,381.60	700.00	1,100.00	1,428.30	1,100.00	800.00	1,228.30	1,100.00	1,000.00	19,666.50

**Greater Tomball Area Chamber of Commerce**  
**2023 Budget Overview**  
January through December 2023

	<u>Jan 23</u>	<u>Feb 23</u>	<u>Mar 23</u>	<u>Apr 23</u>	<u>May 23</u>	<u>Jun 23</u>	<u>Jul 23</u>	<u>Aug 23</u>	<u>Sep 23</u>	<u>Oct 23</u>	<u>Nov 23</u>	<u>Dec 23</u>	<u>TOTAL</u> <u>Jan - Dec 23</u>
Office Supplies	200.00	700.00	700.00	500.00	800.00	800.00	500.00	400.00	1,000.00	200.00	500.00	200.00	6,500.00
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,100.00
Property Tax Expense	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	15,087.00
Income Tax Expense	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	4,647.00
Rent	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	1,380.00
Special Events													
Banquet		12,000.00											12,000.00
Golf Classic			3,000.00	8,000.00									11,000.00
Tomball Night					2,500.00		4,500.00	4,500.00				1,000.00	11,500.00
Holiday Parade											17,000.00		18,000.00
Miss Tomball Pageant													
Scholarship Expense													
Pageant - Other													
Total Miss Tomball													
										500.00	4,000.00	3,000.00	16,000.00
										500.00	16,500.00	3,000.00	20,000.00
Total Special Events	0.00	12,000.00	3,000.00	8,000.00	2,500.00	0.00	4,500.00	4,500.00	0.00	500.00	33,500.00	4,000.00	72,500.00
Telephone Expenses	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	6,480.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	59,524.62	83,961.32	64,484.32	67,257.92	71,204.32	59,654.32	61,882.62	66,621.32	60,538.32	64,016.62	94,150.32	91,567.52	844,863.54
Net Ordinary Income	21,770.13	34,908.43	16,774.68	-8,001.42	-23,518.32	-7,817.32	1,104.63	-10,973.57	67,505.93	29,553.13	-25,903.82	-44,613.77	50,788.71
Principal Building Payment	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	45,780.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	16,250.13	29,388.43	11,254.68	-13,521.42	-29,038.32	-13,337.32	-4,415.37	-16,493.57	61,985.93	24,033.13	-31,423.82	-50,133.77	-15,451.29

# Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Auditors' Report  
for the Year Ended December 31, 2022 (Audited)  
*(with comparative totals for 2021 - Reviewed)*



**Tipton & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Greater Tomball Area Chamber of Commerce  
Tomball, Texas

### Opinion

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2022, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are consid

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified.

#### **Report on Summarized Comparative Information**

The 2021 financial statements were reviewed by us and our report thereon, dated April 14, 2022, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

*Tipton & Company LLC*

Tipton & Company LLC  
Certified Public Accountants  
Houston, Texas

June 21, 2023

# Greater Tomball Area Chamber of Commerce

## Statement of Financial Position

<b><i>As of December 31, (with comparative totals for 2021)</i></b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 588,088	\$ 459,950
Accounts receivable, net	35,249	40,848
Prepaid expenses	10,098	9,835
Property and equipment, net	855,120	884,005
<b>Total Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>
<b>Liabilities and Net Assets</b>		
Liabilities		
Accrued expenses	\$ 28,729	\$ 16,531
Deferred revenues	175,798	149,885
Long-term debt	527,582	573,315
Deposits	8,300	8,300
Total Liabilities	740,409	748,031
Net Assets		
Without donor restrictions	748,146	646,607
Total Net Assets	748,146	646,607
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Activities

<b>Year ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Without Donor Restrictions</b>		
<b>Revenue and Support</b>		
Membership dues	\$ 431,425	\$ 395,831
Special events revenue	176,519	139,640
Direct benefits to donors	(19,129)	(10,151)
Capital improvement campaign	33,000	36,000
First Friday luncheon	29,402	15,452
Networking Breakfast	4,980	4,035
Women's Committee	37,823	-
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	11,182	10,635
Ads and ad commission	17,665	20,767
Contributed nonfinancial assets	40,943	47,180
Interest income	1,424	2,217
Other income	14,099	66,636
<b>Total Revenue and Support</b>	<b>878,957</b>	<b>827,866</b>
<b>Expenses</b>		
<b>Program Services</b>		
Business resources	270,070	242,698
Advocacy	289,561	253,513
<b>Total Program Services</b>	<b>559,631</b>	<b>496,211</b>
<b>Supporting Services</b>		
General and administrative	100,685	104,706
Fundraising	117,102	127,292
<b>Total Supporting Services</b>	<b>217,787</b>	<b>231,998</b>
<b>Total Expenses</b>	<b>777,418</b>	<b>728,209</b>
<b>Change in Net Assets</b>	<b>101,539</b>	<b>99,657</b>
Net Assets, Beginning of Year	646,607	546,950
<b>Net Assets, End of Year</b>	<b>\$ 748,146</b>	<b>\$ 646,607</b>

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce  
Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2021)	Program Services			Supporting Services			Audited 2022 Total	Reviewed 2021 Total
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
<b>Payroll and related expenses</b>								
Salaries	\$ 95,173	\$ 95,173	\$ 190,346	\$ 23,793	\$ 23,793	\$ 47,586	\$ 237,932	\$ 246,066
Payroll taxes	7,642	7,642	15,284	1,911	1,911	3,822	19,106	17,936
Employee benefits	13,174	13,174	26,348	3,294	3,294	6,588	32,936	39,274
<b>Total payroll and related expenses</b>	<b>115,989</b>	<b>115,989</b>	<b>231,978</b>	<b>28,998</b>	<b>28,998</b>	<b>57,996</b>	<b>289,974</b>	<b>303,276</b>
<b>Other expenses</b>								
Advertising	2,455	2,455	4,910	2,455	17,185	19,640	24,550	24,799
Bad debt	19,330	19,330	38,660	19,330	19,330	38,660	77,320	86,080
Bank fees	1,119	1,119	2,238	4,475	4,475	8,950	11,188	7,890
Board expenses	-	-	-	8,809	-	8,809	8,809	6,935
Building expenses	100	100	200	25	25	50	250	325
Computer maintenance	1,736	1,736	3,472	434	434	868	4,340	4,216
Contract labor	26,923	26,923	53,846	6,730	6,730	13,460	67,306	1,252
Depreciation	12,042	12,042	24,084	3,010	3,010	6,020	30,104	30,042
Dues and subscriptions	-	3,971	3,971	-	-	-	3,971	2,688
Employee development	2,720	2,720	5,440	680	680	1,360	6,800	9,632
Equipment lease	4,039	4,039	8,078	1,010	1,010	2,020	10,098	9,970
First Friday	31,047	-	31,047	-	-	-	31,047	18,442
Health committee	6,918	-	6,918	-	-	-	6,918	4,859
Insurance	4,017	4,017	8,034	1,004	1,004	2,008	10,042	9,616
Interest	8,563	8,563	17,126	2,141	2,141	4,282	21,408	30,086
Miscellaneous	3,810	5,079	8,889	3,810	-	3,810	12,699	14,082
Networking breakfast	159	-	159	-	-	-	159	280
Office supplies	2,558	2,558	5,116	640	640	1,280	6,396	4,884
Payroll service	2,359	2,359	4,718	590	590	1,180	5,898	5,522
Postage and delivery	916	458	1,374	458	1,220	1,678	3,052	2,707
Professional fees	-	-	-	7,505	-	7,505	7,505	13,565
Rent	544	544	1,088	136	136	272	1,360	1,200
Repairs and maintenance	7,214	7,214	14,428	1,804	1,804	3,608	18,036	25,614
Software	2,246	2,246	4,492	561	561	1,122	5,614	4,850
Special events	-	27,489	27,489	-	43,097	43,097	70,586	78,595
Taxes - income	-	-	-	2,160	-	2,160	2,160	4,515
Taxes - property	5,568	5,568	11,136	1,392	1,392	2,784	13,920	13,920
Telephone	2,675	2,675	5,350	668	669	1,337	6,687	6,540
Travel and entertainment	-	-	-	760	-	760	760	760
Utilities	4,403	4,403	8,806	1,100	1,100	2,200	11,006	10,510
Womens Committee	-	25,964	25,964	-	-	-	25,964	-
Young professionals	620	-	620	-	-	-	620	708
<b>Total other expenses</b>	<b>154,081</b>	<b>173,572</b>	<b>327,653</b>	<b>71,687</b>	<b>107,233</b>	<b>178,920</b>	<b>506,573</b>	<b>435,084</b>
<b>Subtotal</b>	<b>270,070</b>	<b>289,561</b>	<b>559,631</b>	<b>100,685</b>	<b>136,231</b>	<b>236,916</b>	<b>796,547</b>	<b>738,360</b>
Less: Direct benefit to donor	-	-	-	-	(19,129)	(19,129)	(19,129)	(10,151)
<b>Total Expenses</b>	<b>\$ 270,070</b>	<b>\$ 289,561</b>	<b>\$ 559,631</b>	<b>\$ 100,685</b>	<b>\$ 117,102</b>	<b>\$ 217,787</b>	<b>\$ 777,418</b>	<b>\$ 728,209</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Cash Flows

<b>Year Ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Cash Flows From Operating Activities</b>		
Change in net assets	\$ 101,539	\$ 99,657
Adjustments to reconcile change in net assets to net change in operating activities:		
Depreciation	30,104	30,042
Bad debt expense	77,320	86,080
Changes in assets and liabilities:		
Accounts receivable	(71,721)	(73,454)
Prepaid expenses	(263)	(413)
Accrued expenses	12,198	(1,480)
Deferred revenues	25,913	6,773
<b>Total Adjustments</b>	<b>73,551</b>	<b>47,548</b>
<b>Net Change in Operating Activities</b>	<b>175,090</b>	<b>147,205</b>
<b>Cash Flows From Investing Activities</b>		
Purchases of property and equipment	(1,219)	-
<b>Net Change in Investing Activities</b>	<b>(1,219)</b>	<b>-</b>
<b>Cash Flows From Financing Activities</b>		
Payments on long-term debt	(45,733)	(37,055)
<b>Net Change in Financing Activities</b>	<b>(45,733)</b>	<b>(37,055)</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>128,138</b>	<b>110,150</b>
Cash and Cash Equivalents, beginning of year	459,950	349,800
<b>Cash and Cash Equivalents, end of year</b>	<b>\$ 588,088</b>	<b>\$ 459,950</b>
<b>Supplemental Disclosures:</b>		
Interest paid	\$ 21,408	\$ 30,086

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

#### Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

#### Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2022 and 2021, the allowance for bad debts was \$7,021 and \$7,021, respectively.

### Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

### Donated Assets

Donated investments and other noncash donations are recorded as contributions at their fair values at the date of donation.

### Donated Property and Equipment

Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Chamber reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Chamber reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

### Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

### Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Chamber. Many individuals volunteer their time and perform a variety of tasks that assist the Chamber with program services and fundraising events. No amounts have been reflected in the financial statements for these donated services as the recognition criteria were not met.

### Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

### Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$2,160 and \$4,515 for federal income taxes in the years ended December 31, 2022 and 2021, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2022 and 2021, no uncertain tax positions were identified.

### Leases

From time to time the Chamber enters into contracts to lease office equipment. At contract inception, the Chamber determines if an arrangement contains a lease and recognizes right-of-use (ROU) assets and lease liabilities for leases with terms greater than twelve months. Leases with an initial term of twelve months or less and immaterial leases with obligations of less than \$15,000 are not recognized in the statement of financial position.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2022 and 2021 amounted to \$24,550 and \$24,799, respectively.

### Newly Adopted Accounting Pronouncements

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

## **NOTE 2 – LIQUIDITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2022, comprise the following:

Financial assets:	
Cash and cash equivalents	\$588,088
Accounts receivable, net	35,249
Financial assets available to meet cash needs for general expenditures within one year	\$623,337

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$56,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

## **NOTE 3 – CONCENTRATION OF CREDIT RISKS**

The Chamber maintains its cash balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2022 and 2021, the Chamber had approximately \$338,000 and \$210,000, respectively, of cash balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2022 and 2021, property, plant and equipment consisted of the following:

	Audited 2022	Reviewed 2021
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	13,102
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
 Total property and equipment, gross	 1,307,211	 1,305,992
Less: Accumulated depreciation	(452,091)	(421,987)
 Total property and equipment, net	 \$855,120	 \$884,005

Depreciation expense charged to operations for the years ended December 31, 2022 and 2021 was \$30,104 and \$30,042, respectively.

### NOTE 5 – RENTAL INCOME

From time to time the Chamber enters into contracts to lease office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and has determined that these leases are operating leases:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018	10/31/2018 10/31/2023
TRHF	\$3,729	11/1/2012	10/31/2017	11/1/2017	10/31/2022
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2022 and 2021, rental income was \$64,624 and \$64,624, respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,

2023	\$ 63,288
2024	39,140
2025	-
 Total	 \$ 102,428

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2022 and 2021, the total rental expense under these leases was \$11,458 and \$11,170, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as the total obligation is less than \$15,000. Future minimum lease payments are as follows:

For the years ending December 31,	
2023	6,651
2024	2,749
2025	1,969
2026	492
Thereafter	-
Total	\$11,862

### NOTE 7 – LONG-TERM DEBT

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. The Chamber intends to refinance the debt.

As of December 31, 2022 and 2021, the balance was \$527,582 and \$573,315, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2023	\$ 527,582
Thereafter	-
Total	\$527,582

### NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2022 and 2021, respectively approximately fifty-one percent (51%) and forty-eight percent (48%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2022 and 2021, the Chamber's contributed nonfinancial assets consist of the following:

	2022	2021
Advertising	\$22,720	\$25,270
Repairs and maintenance	6,600	6,600
Supplies	3,500	6,750
Venues	5,300	5,300
Miscellaneous	2,823	3,260
Total contributed nonfinancial assets	\$40,943	\$47,180

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

### NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 21, 2023, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE  
2023 BOARD OF DIRECTORS**

**CHAIR OF THE BOARD**

**Shane Boatman\***

*Boatman Construction*

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**Retiring in 2023**

**Raymond Francois\* Chair Elect**

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**IMMEDIATE PAST CHAIRMAN OF THE BOARD**

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**EX-OFFICIO BOARD MEMBERS**

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**CHAMBER PRESIDENT**

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Greater Tomball Area Chamber of Commerce**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**29201 Quinn Road, Ste. B; PO Box 516**

6 City, state, and ZIP code

**Tomball, TX 77377-0516**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 4 - 1 4 9 5 1 2 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*[Signature]*

Date ► **1/16/2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

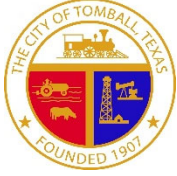
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/10/2023  
Name of Organization/Business: TOMBALL SISTER CITY ORG.  
Street Address: PO BOX 1131  
City: TOMBALL State: TX Zip Code: 77377  
Contact Name: CRAIG BOGNER  
Phone Number: 832-715-6291 Email: CRAIG@TOMBALLGERMANFEST.ORG

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit  
Purpose of organization/business: TO KEEP THE GERMAN CULTURE AND HERITAGE OF TOMBALL PAST.  
SUPPORT EXCHANGE STUDENTS FROM TELGTE GERMANY TOMBALLS SISTER CITY.  
HOLD A HERITAGE DINNER EVERY YEAR FOR THE GERMAN FAMILIES OF TOMBALL.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☐ Establishment, improvement or maintenance of a convention or visitor center
- ☐ Administrative cost for facilitating convention registration
- ☒ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☐ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expense? ☐ Yes ☒ No

Name of the event/expense: TOMBALL GERMAN CHRISTMAS MARKET

Website address of event/expense: TOMBALLGERMANFEST.ORG

Date(s) of event/expense: DEC. 8,9,10

Location of event/expense: 100,200,300,400 BLOCKS OF MARKET STREET

Description of event/expense: 3 DAY GERMAN FESTIVAL. 4 MUSIC STAGES, CARNIVAL, KIDS AREA & 150 VENDORS.

Estimated local attendees: 40K Estimated out of town attendees: 20K

If approved, how will the grant funds be used? ADVERTISING, TENTS & CHAIRS GENERATORS & LIGHT TOWERS.

How will you measure the impact of your event on local overnight accommodations? \_\_\_\_\_

ALL HOTELS FILL UP DURING FESTIVAL ACCORDING TO THE HOTEL AT THE CITY HOTEL MEETING,

Amount of funding requested: \$ 80K/ in kind see Attached

Current operating budget for the event/expense: \$ 220,000

Total funding dedicated to advertising/promotion of event/expense: \$ 30,000

Organization's direct contribution to the operating and advertising budget: \$ 166,000

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expense:

☒ Paid Advertising

☒ Radio

☒ Television

☒ Brochures

☒ Social Media

☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? \_\_\_\_\_

During Application process a link is set up for Vendors to stay in Tomball Hotels.

Website has Tomball Hotels linked.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: C Bogner  
Applicant Name: Craig Bogner

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

# The Tomball Sister Cities Organization

## Budget Overview: Budget\_FY23\_P&L\_(1) - FY23 P&L

October 2022 - September 2023

	TOTAL
Income	
<b>Total Income</b>	
GROSS PROFIT	<b>\$0.00</b>
Expenses	
Payroll	52,000.00
TGCM Expenses	2,500.00
Advertising	10,000.00
Buttonstar	700.00
Champions	5,200.00
Community Impace	8,000.00
Das Fenster	0.00
Horsebay	0.00
Houston Chronicle	10,000.00
Kulp Radio	0.00
Kwik Kopy	2,000.00
Neighborhood Publishing	500.00
Photography	1,500.00
Polka	0.00
Star Montrose	0.00
The Rural Connection	400.00
Tomball Chamber	0.00
Townsquare Publications	0.00
<b>Total Advertising</b>	<b>38,300.00</b>
Distributors	
Buses	5,000.00
Porta Potties	5,000.00
<b>Total Distributors</b>	<b>10,000.00</b>
Security	3,200.00
<b>Total TGCM Expenses</b>	<b>54,000.00</b>
TGHF Expenses	
Advertising	3,500.00
American Classifieds	0.00
Button Star	200.00
Community Impact	7,000.00
Das Fenster	400.00
Hello Woodlands	0.00
Horshoebay	0.00
Houston Chronicle	8,000.00
Houston Livestock Show & Rodeo	0.00
KStar	0.00
Kulp Radio	600.00
Kwik Kopy	1,800.00
Neighborhood Publication	400.00

# The Tomball Sister Cities Organization

## Budget Overview: Budget\_FY23\_P&L - FY23 P&L

October 2022 - September 2023

	TOTAL
Income	
TGCM Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
<b>Total TGCM Income</b>	<b>260,000.00</b>
TGHF Income	80,000.00
Festival	60,000.00
Sponsors	20,000.00
Vendors	100,000.00
<b>Total TGHF Income</b>	<b>260,000.00</b>
<b>Total Income</b>	<b>\$520,000.00</b>
GROSS PROFIT	<b>\$520,000.00</b>
Expenses	
Payroll	
Payroll Service Fee	2,000.00
Payroll Tax Expenses	4,000.00
Salary and Wages	49,000.00
Workers Compensation	237.00
<b>Total Payroll</b>	<b>55,237.00</b>
TGCM Expenses	2,500.00
Advertising	30,000.00
Distributors	80,000.00
Buses	5,000.00
Porta Potties	4,800.00
<b>Total Distributors</b>	<b>89,800.00</b>
Entertainment	
Entertainers	50,000.00
Hotels	6,000.00
<b>Total Entertainment</b>	<b>56,000.00</b>
Security	2,500.00
<b>Total TGCM Expenses</b>	<b>180,800.00</b>
TGHF Expenses	
Advertising	30,000.00
Distributors	80,000.00
Buses	55,000.00
Porta Potties	5,000.00
<b>Total Distributors</b>	<b>140,000.00</b>
Entertainment	4,500.00
Entertainers	42,000.00
Hotels	6,300.00
<b>Total Entertainment</b>	<b>52,800.00</b>

	TOTAL
Equipment Rental	15,000.00
Hospitality	1,700.00
Insurance	1,300.00
Security	2,200.00
Volunteers	500.00
<b>Total TGHF Expenses</b>	<b>243,500.00</b>
<b>Total Expenses</b>	<b>\$479,537.00</b>
NET OPERATING INCOME	<b>\$40,463.00</b>
NET INCOME	<b>\$40,463.00</b>

	TOTAL
Photography	3,300.00
Polka	0.00
Printing Materials	0.00
ButtonStar	0.00
FastSigns	0.00
<b>Total Printing Materials</b>	<b>0.00</b>
SP Merchandise	0.00
Star Montrose	1,000.00
Team	0.00
Tomball Chamber	0.00
Townsquare Publications	0.00
Zoogee World	0.00
<b>Total Advertising</b>	<b>26,200.00</b>
Distributors	18,000.00
Buses	5,000.00
Porta Potties	4,800.00
<b>Total Distributors</b>	<b>27,800.00</b>
<b>Total TGHF Expenses</b>	<b>54,000.00</b>
<b>Total Expenses</b>	<b>\$160,000.00</b>
NET OPERATING INCOME	\$ -160,000.00
NET INCOME	\$ -160,000.00

# The Tomball Sister City Organization

Independent Accountants' Review Report and  
Financial Statements for the Year Ended September 30, 2022

## Table of Contents

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## Independent Accountants' Review Report

To the Board of Directors of  
The Tomball Sister City Organization  
Houston, Texas

We have reviewed the accompanying financial statements of The Tomball Sister City Organization (a nonprofit organization), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

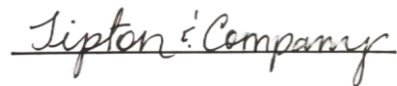
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

### Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Tipton & Company  
Certified Public Accountants  
Houston, Texas

November 29, 2022

# The Tomball Sister City Organization

## Statement of Financial Position

***As of September 30, 2022***

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**Assets**

Cash and cash equivalents	\$	255,692
Property and equipment, net		4,849

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<b>Total Assets</b>	<b>\$</b>	<b>260,541</b>
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**Liabilities and Net Assets****Liabilities**

Deferred revenue	48,252
Accrued expenses	16,097

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<b>Total Liabilities</b>	<b>64,349</b>
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**Net Assets**

Without donor restriction	196,192
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<b>Total Net Assets</b>	<b>196,192</b>
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<b>Total Liabilities and Net Assets</b>	<b>\$</b>	<b>260,541</b>
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# The Tomball Sister City Organization

## Statement of Activities

<b><i>Year ended September 30, 2022</i></b>	Without Donor Restrictions	With Donor Restrictions	Total
<b>Public Support and Revenues</b>			
Public Support			
Tomball German Heritage Festival grant	\$ 80,000	\$ -	\$ 80,000
Tomball German Christmas Market grant	80,000	-	80,000
Revenue			
Tomball German Heritage Festival sponsorship and fees	173,510	-	173,510
Tomball German Christmas Market sponsorship and fees	137,555	-	137,555
Other income	190	-	190
<b>Total Public Support and Revenues</b>	<b>471,255</b>	<b>-</b>	<b>471,255</b>
<b>Expenses</b>			
Program Activities			
Tomball German Christmas Market	188,635	-	188,635
Tomball German Heritage Festival	190,584	-	190,584
<b>Total Program Activities</b>	<b>379,219</b>	<b>-</b>	<b>379,219</b>
Supporting Activities			
Management and general	52,087	-	52,087
Fundraising	37,990	-	37,990
<b>Total Supporting Activities</b>	<b>90,077</b>	<b>-</b>	<b>90,077</b>
<b>Total Expenses</b>	<b>469,296</b>	<b>-</b>	<b>469,296</b>
<b>Change in Net Assets</b>	<b>1,959</b>	<b>-</b>	<b>1,959</b>
Net Assets, Beginning of Year	194,233	-	194,233
<b>Net Assets, End of Year</b>	<b>\$ 196,192</b>	<b>\$ -</b>	<b>\$ 196,192</b>

See accompanying notes and independent accountants' review report.

# The Tomball Sister City Organization

## Statement of Functional Expenses

	Program Activities			Supporting Activities			Total
	Tomball German Heritage Festival	Tomball German Christmas Market	Total Program Activities	Management & General	Fundraising	Total Supporting Activities	
<b>Year ended September 30, 2022</b>							
<b>Salaries and related expenses</b>							
Salaries and wages	\$ 12,325	\$ 12,325	\$ 24,650	\$ 14,790	\$ 9,860	\$ 24,650	\$ 49,300
Payroll taxes	943	943	1,886	1,131	754	1,885	3,771
Employee benefits	59	59	118	71	48	119	237
<b>Total salaries and related expenses</b>	<b>13,327</b>	<b>13,327</b>	<b>26,654</b>	<b>15,992</b>	<b>10,662</b>	<b>26,654</b>	<b>53,308</b>
<b>Other Expenses</b>							
Advertising	13,668	12,875	26,543	-	26,543	26,543	53,086
Auto	-	-	-	2,253	-	2,253	2,253
Depreciation	-	-	-	1,126	-	1,126	1,126
Distributors	84,589	94,973	179,562	-	-	-	179,562
Donations	-	-	-	1,000	-	1,000	1,000
Dues	-	-	-	5,104	-	5,104	5,104
Equipment rental	13,720	-	13,720	-	-	-	13,720
Exchange students	4,184	4,184	8,368	-	-	-	8,368
Hospitality	1,604	3,308	4,912	-	-	-	4,912
Insurance	1,260	-	1,260	6,828	-	6,828	8,088
Maintenance	-	-	-	750	-	750	750
Miscellaneous	1,441	2,579	4,020	2,932	-	2,932	6,952
Postage	-	-	-	256	-	256	256
Security	1,070	2,360	3,430	-	-	-	3,430
Service fees	465	465	930	752	372	1,124	2,054
Storage	-	-	-	2,036	-	2,036	2,036
Taxes	516	516	1,032	619	413	1,032	2,064
Travel and entertainment	54,240	54,048	108,288	3,350	-	3,350	111,638
Utilities	-	-	-	5,619	-	5,619	5,619
Volunteers	500	-	500	-	-	-	500
Website	-	-	-	3,470	-	3,470	3,470
<b>Total Other Expenses</b>	<b>177,257</b>	<b>175,308</b>	<b>352,565</b>	<b>36,095</b>	<b>27,328</b>	<b>63,423</b>	<b>415,988</b>
<b>Total Expenses</b>	<b>\$ 190,584</b>	<b>\$ 188,635</b>	<b>\$ 379,219</b>	<b>\$ 52,087</b>	<b>\$ 37,990</b>	<b>\$ 90,077</b>	<b>\$ 469,296</b>

See accompanying notes and independent accountants' review report.

# The Tomball Sister City Organization

## Statement of Cash Flows

***Year ended September 30, 2022***

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### **Cash Flows from Operating Activities**

Change in Net Assets	\$	1,959
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Adjustments to reconcile change in net assets to  
net cash from operating activities:

Depreciation expense		1,126
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Change in operating assets and liabilities:

Deferred revenue		14,336
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Accrued expenses		2,041
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Total Adjustments		17,503
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Net Change from Operating Activities		19,462
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Cash and Cash Equivalents, beginning of year		236,230
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<b>Cash and Cash Equivalents, end of year</b>	<b>\$</b>	<b>255,692</b>
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# The Tomball Sister City Organization

## Notes to Financial Statements

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### NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

**Nature of Operations** – The Tomball Sister City Organization, (the Organization), is a nonprofit corporation founded in 2003 under the laws of the State of Texas for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The following programs and services are supported by The Tomball Sister City Organization:

- *Tomball German Christmas Market* – traditionally holds in Tomball on the second weekend in December and includes live music and an open-air market. During this event, street vendors line Market and S. Walnut Streets, selling German Christmas items, arts and crafts, and much more. The event is sponsored by the City of Tomball, Tomball Sister City Organization, and German Heritage Festival.
- *Tomball German Heritage Festival* – traditionally holds in Tomball during the last weekend in March. It is a Music/Street festival celebrating German and ethnic heritage with four stages of live music entertainment, ethnic and festival food, beer, wine, street vendors, all kinds of German souvenirs and clothing, arts crafts, antiques, Heritage Center, German church service, fireworks, carnival, pony ride, petting zoo, strolling music makers, street performers, and much more.

**Basis of Accounting** – The financial statements of The Tomball Sister City Organization have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

**Basis of Presentation** – The Organization reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

*Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.

*Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

**Cash and Cash Equivalents** – The Organization considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values

# The Tomball Sister City Organization

## Notes to Financial Statements

of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

**Property and Equipment** – Property and equipment are stated at cost or fair value at date of donation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets as follows:

Computers	2 years
Trailers	5 - 15 years

Additions and betterments of \$2,500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Property and equipment are reviewed for impairment if the use of the asset significantly changes or another indicator of possible impairment is noted. If the carrying amount for the asset is not recoverable, the value is written down to the asset's fair value.

**Grants** – Grants are recognized when cash, or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met or the donor has explicitly released the condition.

**Donated Assets** – Donated investments and other noncash donations are recorded as contributions at their fair values at the date of donation.

**Donated Property and Equipment** – Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated assets to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies net assets with donor restrictions to net assets without restrictions at that time.

**Donated Services** – The Organization recognizes contributed services at their fair value if the services provide value to the Organization and require specialized skills, are provided by individuals possessing those skills, and would have been purchased if not provided by contributors, as established by FASB ASC 958-605-25-26.

**Deferred Revenue** – fees charged to vendors participating in the Christmas Market which are received prior to a fiscal year-end but which relate to the following fiscal year are deferred and recognized as revenue in that following fiscal year, once Christmas Market is held.

**Revenue Recognition** – Revenue is recognized when earned. Heritage Festival and Christmas Market sponsorship and fees revenue are deferred to the applicable period in which the related event is held.

**Estimates** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

# The Tomball Sister City Organization

## Notes to Financial Statements

**Functional Allocation of Expense** – The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The Organization allocates these expenses based on time and effort. Expenses that can be identified with a specific program or supporting service are allocated directly according to their natural expenditure classification.

**Income Taxes** – The Organization is a nonprofit corporation that is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code (“Code”) and comparable State law, and contributions to it are tax deductible within the limitations prescribed by the Code. The Organization did not conduct any unrelated business activities in the current fiscal year. Therefore, the Organization has made no provision for federal income taxes in the accompanying financial statements.

The Organization applies the provisions of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition.

The Organization believes that it has appropriate support for any tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements.

**Advertising** – Advertising costs are expensed as incurred. Advertising expense for the year ended September 30, 2022 was \$53,086.

### NOTE 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of September 30, 2022, comprise the following:

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Financial assets available to meet cash needs for  
general expenditures within one year:

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Cash	\$247,440
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For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures.

The Organization is primarily funded by grants and festival. The Organization has a goal to maintain financial assets on hand to meet two festivals’ operating expenses, which are, on average, approximately \$100,000. The majority of the funds needed to meet the festival operating expenses is maintained in a savings account with Amegy Bank.

### NOTE 3 – CONCENTRATIONS

The Organization maintains cash balances at one financial institution located in Texas. The accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At September 30, 2022, the Organization had no uninsured balances.

The Organization had one grantor that accounted for thirty-four percent (34%) of total public support and revenue for the year ended September 30, 2022.

# The Tomball Sister City Organization

## Notes to Financial Statements

The Organization also conducts its operations solely in the Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in grants.

### NOTE 4 – PROPERTY AND EQUIPMENT

As of September 30, 2022, property and equipment consist of the following:

Computer	\$3,357
Trailer	8,248
Subtotal property and equipment	11,605
Less: accumulated depreciation	(6,756)
Total property and equipment, net	\$4,849

Depreciation expense for the year ended September 30, 2022 was \$1,126.

### NOTE 5 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 29, 2022, the date the financial statements were available to be issued. Management has not identified any subsequent events that would require an adjustment to the financial statements or disclosures as required by GAAP.

Tomball Sister City Organization, Inc.  
P. O. Box 1131, Tomball, TX 77377  
AS OF 10/3/2022

**Officers and Board of Directors**

NAME & ADDRESS	PHONE	EMAIL	TERM EXPIRES
Grady Martin, Chair 8118 Spring Stuebner Road Spring, Texas 77379	713-829-7116	gradsand@yahoo.com	2024
Kit Pfeiffer, Vice Chair 31214 Helen Lane Tomball, Texas 77375	281-460-7630	kitpfeiffer@yahoo.com	2024
Sandra Martin 8118 Spring Stuebner Road Spring, Texas 77379	713-829-0313	<a href="mailto:gradsand@yahoo.com">gradsand@yahoo.com</a>	2024
Craig Bogner Treasurer, General Manager 31226 Antionia Lane Tomball, Texas 77375	832-715-6291	<a href="mailto:craigbogner@gmail.com">craigbogner@gmail.com</a> <a href="mailto:craig@tomballgermanfest.org">craig@tomballgermanfest.org</a>	2023
Amy Mason 26003 Di-jon Tomball, Texas 77377	713-412-1882	<a href="mailto:amyamason@yahoo.com">amyamason@yahoo.com</a>	2025
Elizabeth Barnett, Secretary 2 Blue Bungalow Drive Spring, Texas 77389	281-900-8663	<a href="mailto:ebarnett@houstonmethodist.org">ebarnett@houstonmethodist.org</a>	2025
Sonja Love 11907 Julia Lane Magnolia, Texas 77354	832-236-5412	<a href="mailto:larry.sonja@sbcglobal.net">larry.sonja@sbcglobal.net</a>	2024
Wesley Burke 11918 Painted Canyon Dr. Tomball, Texas 77377	832-347-0699	<a href="mailto:wesleyjburke.com">wesleyjburke.com</a>	2023
Nora Stovall 307 Florence Street Tomball, Texas 77375	281-541-1449	<a href="mailto:norastovall@sbcglobal.net">norastovall@sbcglobal.net</a>	2023
Shawn Mason 26003 Di-jon Tomball, Texas 77377	281-799-9292	<a href="mailto:shama_go14@yahoo.com">shama_go14@yahoo.com</a>	2024
Mark Barnett 2 Blue Bungalow Drive Spring, Texas 77389	832-326-8141	<a href="mailto:mjbarnett76@yahoo.com">mjbarnett76@yahoo.com</a>	2025
Klaus Rotermund 18915 Ayston Drive Tomball, Texas 77375	832-594-6258	<a href="mailto:klaro10@att.net">klaro10@att.net</a>	2025



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: July 6, 2023  
Name of Organization/Business: Houston Repertoire Ballet  
Street Address: 8515 Jackrabbit Road  
City: Houston State: TX Zip Code: 77095  
Contact Name: Denise Rosas  
Phone Number: 8327296781 Email: denise.rosas10@gmail.com

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit

Purpose of organization/business: HRB is a non-profit performing arts company dedicated to the pursuit of excellence in the art of classical ballet. With more than 25 years of performing arts experience combined with exceptional dance instruction, HRB has developed a reputation as the premier youth ballet in the NW Houston region, with many of its dancers going on to prestigious ballet companies. HRB provides young, talented, dedicated dancers necessary training to enter the professional world of dance while also providing cultural education and community service to surrounding cities in the Greater Houston area.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☐ Establishment, improvement or maintenance of a convention or visitor center
- ☐ Administrative cost for facilitating convention registration
- ☒ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☒ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expenditure? ☐ Yes ☒ No

Name of the event/expenditure: The Nutcracker Series

Website address of event/expenditure: www.hrbdance.com

Date(s) of event/expenditure: November 27-Dec 3, 2023

Location of event/expenditure: Tomball HS, 30330 Quinn Rd, Tomball, TX 77375

Description of event/expenditure: HRB's "The Nutcracker" is a classic holiday ballet enjoyed by all ages at affordable prices (\$20-\$25) bringing approximately 3,500 patrons and 160 artists

annually to Tomball's easily accessible venue. The performance series features professional guest artists, elaborate costumes and sets along with

exquisite dancing in a professionally staged performance drawing an audience from Houston and neighboring communities, and includes a free school performance for all TISD 3rd graders.

Estimated local attendees: 420 Estimated out of town attendees: 3080

If approved, how will the grant funds be used? HRB will use grant funds to pay for production costs associated with our show. Our budgeted items

account for stage manager and crew, security services, theater rental, as well as programs  
and other marketing graphics all sourced from Tomball vendors.

How will you measure the impact of your event on local overnight accommodations? \_\_\_\_\_

By partnering with Tomball hotels chains/rv parks, HRB will be able to advertise and promote hotel stays with block rate prices

in conjunction with ticket sales on our HRBDance.com website. Through follow up with these vendors, HRB can surmise its impact on overnight accommodations in Tomball.

Amount of funding requested: \$ 21,000

Current operating budget for the event/expenditure: \$ 98,100

Total funding dedicated to advertising/promotion of event/expenditure: \$ 6,000

Organization's direct contribution to the operating and advertising budget: \$ \$77,100

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

☐ Paid Advertising

☐ Radio

☐ Television

☒ Brochures

☒ Social Media

☒ Newspaper

☒ Online/Digital

☒ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? HRB will advertise

accommodations on its Nutcracker ticket sales page. This page will provide links to Tomball hotel chains/rv parks

reservations pages that have partnered with HRB to offer block-rate rooms for HRB patrons.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Denise Rosas

Digitally signed by Denise Rosas  
Date: 2023.07.18 09:29:47 -05'00'

Applicant Name: Denise Rosas

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

Houston Repertoire Ballet  
Tomball HOT Grant Budgeted Expenses

<b>Grants &amp; Corporate Giving_ City of Tomball</b>		0.00	21,000.00
<b>Total Grants &amp; Corporate Giving_</b>		0.00	21,000.00
<b>Aug '23 - Jul 24</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Expense Administration_</b>			
Materials_Production Crew	0.00	200.00	
Security	0.00	800.00	
Stage Crew & Facility	0.00	20,000.00	
<b>Total Production_NUTCRACKER</b>	0.00	21,000.00	
<b>Total Expense</b>	0.00	21,000.00	
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	

Houston Repertoire Ballet  
Tomball HOT Grant Budgeted Expenses

-21,000.00	0.0%	
-21,000.00	0.0%	
-200.00	0.0%	
-800.00	0.0%	
-20,000.00	0.0%	
-86,100.00	0.0%	
-21,000.00	0.0%	
<b>0.00</b>	<b>0.0%</b>	

Houston Repertoire Ballet  
Nutcracker Production Cost Budget

Aug '23 - Jul 24 Expense Administration_	Budget				
		\$ Over Budget	% of Budget		
		Aug '23 - Jul 24	Budget	\$ Over Budget	% of Budget
Production_NUTCRACKER Black Box		0.00	1,600.00	-1,600.00	0.0%
Costumes		0.00	4,000.00	-4,000.00	0.0%
Guest Artist - travel & other		0.00	2,000.00	-2,000.00	0.0%
Guest Artist_		0.00	15,000.00	-15,000.00	0.0%
Materials_Production Crew		0.00	200.00	-200.00	0.0%
Orchestra		0.00	39,000.00	-39,000.00	0.0%
Rentals_Transportation		0.00	1,000.00	-1,000.00	0.0%
Security		0.00	800.00	-800.00	0.0%
Stage Crew & Facility		0.00	20,000.00	-20,000.00	0.0%
Videographer_		0.00	2,500.00	-2,500.00	0.0%
Total Production_NUTCRACKER		0.00	86,100.00	-86,100.00	0.0%
Public Relations_ Advertising_		0.00	6,000.00	-6,000.00	0.0%
Programs_		0.00	6,000.00	-6,000.00	0.0%
Public Relations_ - Other		0.00	0.00	0.00	0.0%
Total Public Relations_		0.00	12,000.00	-12,000.00	0.0%
Total Expense		0.00	98,100.00	-98,100.00	0.0%
Net Income		0.00	0.00	0.00	0.0%

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06/07/23

Accrual Basis

# Houston Repertoire Ballet

## Profit & Loss Budget vs. Actual

### August 2023 through July 2024

	Aug '23 - Jul 24	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
<b>Boutique</b>				
Nutcracker	0.00	20,000.00	-20,000.00	0.0%
Nutcracker - Silent Auction	0.00	6,300.00	-6,300.00	0.0%
Recital	0.00	6,000.00	-6,000.00	0.0%
Spring Show	0.00	3,000.00	-3,000.00	0.0%
Boutique - Other	0.00	0.00	0.00	0.0%
<b>Total Boutique</b>	0.00	35,300.00	-35,300.00	0.0%
<b>Donations_</b>				
Annual Campaign	0.00	6,300.00	-6,300.00	0.0%
Board Donations	0.00	750.00	-750.00	0.0%
Donations_ - Other	0.00	0.00	0.00	0.0%
<b>Total Donations_</b>	0.00	7,050.00	-7,050.00	0.0%
<b>Dues/Fees_</b>				
Audition Fees	0.00	1,750.00	-1,750.00	0.0%
HRB Company Dues	0.00	25,000.00	-25,000.00	0.0%
Non-member fees	0.00	9,000.00	-9,000.00	0.0%
<b>Total Dues/Fees_</b>	0.00	35,750.00	-35,750.00	0.0%
<b>Fundraisers_</b>				
Childrens Guild	0.00	2,000.00	-2,000.00	0.0%
Events and Promotions	0.00	0.00	0.00	0.0%
HRB apparel	0.00	1,000.00	-1,000.00	0.0%
<b>Total Fundraisers_</b>	0.00	3,000.00	-3,000.00	0.0%
<b>Grants &amp; Corporate Giving_</b>				
City of Tomball	0.00	21,000.00	-21,000.00	0.0%
Grants & Corporate Giving_ - Other	0.00	22,900.00	-22,900.00	0.0%
<b>Total Grants &amp; Corporate Giving_</b>	0.00	43,900.00	-43,900.00	0.0%
<b>Ticket Sales_</b>				
Nutcracker_	0.00	80,000.00	-80,000.00	0.0%
Spring_	0.00	14,000.00	-14,000.00	0.0%
<b>Total Ticket Sales_</b>	0.00	94,000.00	-94,000.00	0.0%
<b>Uncategorized Income_</b>	0.00	0.00	0.00	0.0%
<b>Total Income</b>	0.00	219,000.00	-219,000.00	0.0%
<b>Gross Profit</b>	0.00	219,000.00	-219,000.00	0.0%

7:26 AM

06/07/23

Accrual Basis

# Houston Repertoire Ballet

## Profit & Loss Budget vs. Actual

### August 2023 through July 2024

	Aug '23 - Jul 24	Budget	\$ Over Budget	% of Budget
<b>Expense</b>				
<b>Administration_</b>				
Bank Charges_	0.00	30.00	-30.00	0.0%
Credit Card fees	0.00	1,200.00	-1,200.00	0.0%
Office Expenses	0.00	600.00	-600.00	0.0%
Professional Fees_	0.00	900.00	-900.00	0.0%
Ticket Sales Fee_	0.00	12,000.00	-12,000.00	0.0%
Administration_ - Other	0.00	0.00	0.00	0.0%
<b>Total Administration_</b>	0.00	14,730.00	-14,730.00	0.0%
<b>Boutique_</b>				
Flowers	0.00	6,500.00	-6,500.00	0.0%
Merchandise	0.00	11,000.00	-11,000.00	0.0%
Silent Auction	0.00	250.00	-250.00	0.0%
Boutique_ - Other	0.00	150.00	-150.00	0.0%
<b>Total Boutique_</b>	0.00	17,900.00	-17,900.00	0.0%
<b>Community Engagement Expenses_</b>				
Daisy Rome Scholarships_	0.00	2,250.00	-2,250.00	0.0%
Events/Children Guild_	0.00	0.00	0.00	0.0%
HRB Scholarship_	0.00	1,300.00	-1,300.00	0.0%
Master Class	0.00	200.00	-200.00	0.0%
Tomball Stage Scholarships	0.00	1,500.00	-1,500.00	0.0%
Youth/Outreach Programs_	0.00	3,000.00	-3,000.00	0.0%
<b>Total Community Engagement Expenses_</b>	0.00	8,250.00	-8,250.00	0.0%
<b>Contract Labor_</b>				
Artistic Staff	0.00	19,500.00	-19,500.00	0.0%
Contract Labor_ - Other	0.00	6,850.00	-6,850.00	0.0%
<b>Total Contract Labor_</b>	0.00	26,350.00	-26,350.00	0.0%
<b>Depreciation Expense</b>	0.00	930.00	-930.00	0.0%
<b>Facility_</b>				
Insurance_	0.00	6,000.00	-6,000.00	0.0%
Rent_	0.00	11,820.00	-11,820.00	0.0%
Utilities_	0.00	5,800.00	-5,800.00	0.0%
<b>Total Facility_</b>	0.00	23,620.00	-23,620.00	0.0%
<b>Production - Misc</b>				
Chorography Project	0.00	4,500.00	-4,500.00	0.0%
Production - Misc - Other	0.00	0.00	0.00	0.0%
<b>Total Production - Misc</b>	0.00	4,500.00	-4,500.00	0.0%

7:26 AM

06/07/23

Accrual Basis

# Houston Repertoire Ballet

## Profit & Loss Budget vs. Actual

### August 2023 through July 2024

	Aug '23 - Jul 24	Budget	\$ Over Budget	% of Budget
<b>Production_NUTCRACKER</b>				
Black Box	0.00	1,600.00	-1,600.00	0.0%
Costumes	0.00	4,000.00	-4,000.00	0.0%
Guest Artist - travel & other	0.00	2,000.00	-2,000.00	0.0%
Guest Artist_	0.00	15,000.00	-15,000.00	0.0%
Materials_Production Crew	0.00	200.00	-200.00	0.0%
Orchestra	0.00	39,000.00	-39,000.00	0.0%
Rentals_Transportation	0.00	1,000.00	-1,000.00	0.0%
Security	0.00	800.00	-800.00	0.0%
Stage Crew & Facility	0.00	20,000.00	-20,000.00	0.0%
Videographer_	0.00	2,500.00	-2,500.00	0.0%
<b>Total Production_NUTCRACKER</b>	<b>0.00</b>	<b>86,100.00</b>	<b>-86,100.00</b>	<b>0.0%</b>
<b>Production_SPRING</b>				
Costumes	0.00	4,000.00	-4,000.00	0.0%
Guest artist	0.00	5,000.00	-5,000.00	0.0%
Guest artist - travel & other	0.00	2,000.00	-2,000.00	0.0%
Guest Choreographer	0.00	1,500.00	-1,500.00	0.0%
Materials	0.00	2,000.00	-2,000.00	0.0%
Rentals	0.00	800.00	-800.00	0.0%
Stage Crew & Facility	0.00	8,320.00	-8,320.00	0.0%
Videographer	0.00	1,000.00	-1,000.00	0.0%
Production_SPRING - Other	0.00	0.00	0.00	0.0%
<b>Total Production_SPRING</b>	<b>0.00</b>	<b>24,620.00</b>	<b>-24,620.00</b>	<b>0.0%</b>
<b>Public Relations_</b>				
Advertising_	0.00	6,000.00	-6,000.00	0.0%
Programs_	0.00	6,000.00	-6,000.00	0.0%
Public Relations_ - Other	0.00	0.00	0.00	0.0%
<b>Total Public Relations_</b>	<b>0.00</b>	<b>12,000.00</b>	<b>-12,000.00</b>	<b>0.0%</b>
<b>Total Expense</b>	<b>0.00</b>	<b>219,000.00</b>	<b>-219,000.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

## Houston Repertoire Ballet

## Balance Sheet

As of June 4, 2023

	Jun 4, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
BBVA / PNC Checking	172,167.84
PayPal	4,178.08
Total Checking/Savings	176,345.92
Accounts Receivable	
HRB Dues Receivable	10.00
Total Accounts Receivable	10.00
Total Current Assets	176,355.92
Fixed Assets	
LHI-AC Unit	13,000.00
Lights	
Accumulated Depreciation	-9,300.86
Lights - Other	11,343.90
Total Lights	2,043.04
Sewing Machine	608.61
Total Fixed Assets	15,651.65
<b>TOTAL ASSETS</b>	<b>192,007.57</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Opening Bal Equity	86,012.47
Retained Earnings	78,099.67
Net Income	27,895.43
Total Equity	192,007.57
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>192,007.57</b>



8515 Jackrabbit Road | +1 281 940 4721  
Houston, Texas 77095 | hrbdance.org

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## 2023-2024 Board of Directors

President – Michael Stewart  
8519 Star Hollow Lane  
Houston, TX 77095  
713-569-7853

Vice-President – Jason Althaus  
20802 Oak Orchard Ct  
Cypress, TX 77433  
713-252-3418

### Members at Large

Donna Barnett  
22907 Cable Terrace Drive  
Katy, TX 77494  
832-367-4638

Beri Brown  
2206 Parkside Trace Ct  
Katy, TX 77493  
832-202-3824

Lorena deAlejandro  
16402 Northumberland Dr  
Houston, TX 77095  
832-264-0246

Kaci Decou  
8634 Golden Chord Circle  
Houston, TX 77040  
713-443-4906

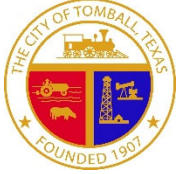
Treasurer – Vickie Schmidt  
18811 S Bee Cave Springs Cir  
Cypress, TX 77433  
305-469-1537

Secretary – Shanan Burkhart  
16711 Highland Country Dr  
Cypress, TX 77433  
817-229-9207

Denise Rosas  
16651 Highland Country Dr  
Cypress, TX 77433  
832-729-6781

Missy Vuyk  
10230 Grape Creek Grove Lane  
Cypress, TX 77433  
713-398-3410

Susan Wheelock  
10602 Greet Plains Ln  
Houston, TX 77064  
281-636-6372



## City of Tomball Application for Use of Hotel Occupancy Tax

Application Date: 7/11/2023  
Name of Organization/Business: Greater Tomball Area Chamber of Commerce  
Street Address: 29201 Quinn Road, Suite B  
City: Tomball State: TX Zip Code: 77375  
Contact Name: Brandy Beyer  
Phone Number: 281.351.7222 Email: bbeyer@tomballchamber.org

Type of Organization/Business: ☐ Private/For-Profit ☒ Non-Profit  
Purpose of organization/business: The Greater Tomball Area Chamber of Commerce provides resources and fosters relationships that empower businesses to prosper in Tomball and its surrounding communities.

Does your event/expenditure pass Part One of the statutory Hotel Occupancy Tax test listed below?

*Defined specifically as directly enhancing and promoting tourism in Tomball and directly promoting the overnight accommodation industry in Tomball by increasing overnight stays.*

☒ Yes ☐ No

Does your event/expenditure pass Part Two of the statutory Hotel Occupancy Tax test, defined specifically as limiting the use of Hotel Occupancy Tax funds to one of more of the following categories?

Select all categories that apply.

- ☒ Establishment, improvement or maintenance of a convention or visitor center
- ☐ Administrative cost for facilitating convention registration
- ☐ Advertising, solicitations, and promotions that attracts tourists and delegates
- ☐ Encouragement, promotion, improvement, and application of the arts
- ☐ Historical restoration or preservation programs
- ☐ Signage directing tourists to attractions visited by hotel guests
- ☐ None of the above

Is this a new event/expenditure? ☐ Yes ☒ No

Name of the event/expenditure: Visitor Center

Website address of event/expenditure: www.tomballchamber.org

Date(s) of event/expenditure: Monday-Friday 8am-5pm

Location of event/expenditure: 29201 Quinn Road, Ste. B

Description of event/expenditure: daily handling of walk-ins, calls and emails for people looking to visit Tomball for events as well as making trips to look at homes for relocating

Estimated local attendees: 200 Estimated out of town attendees: 500

If approved, how will the grant funds be used? reimbursement for visitor center costs maintaining office, supplies for mailing visitor packets, staff to handle visitors

How will you measure the impact of your event on local overnight accommodations? by tracking calls and email requests for local hotel information

Amount of funding requested: \$ 10,000

Current operating budget for the event/expenditure: \$ 69,174

Total funding dedicated to advertising/promotion of event/expenditure: \$ \_\_\_\_\_

Organization's direct contribution to the operating and advertising budget: \$ 69,174

Please indicate all promotion efforts your organization will utilize to alert visitors of the event/expenditure:

☐ Paid Advertising

☐ Radio

☐ Television

☒ Brochures

☒ Social Media

☐ Newspaper

☐ Online/Digital

☐ Press Release

How do you intend to advertise or promote your event to gain overnight stays in Tomball? as a visitor  
center, chambers of commerce have a long standing history of being the first place visitors stop when they come to a new town.

The GTACC is publicized through our website, in the World Chamber of Commerce Directory, as a member of the US Chamber of Commerce,

Texas Association of Business, Texas Chamber of Commerce Executives and the American Chamber of Commerce Executives.

1. I have read the entire information in this application packet and understand and will comply with all provisions therein; and that I intend to use the grant for the event/expenditure to directly enhance and promote the tourism and hotel industry by attracting visitors from outside of Tomball to stay overnight in one of Tomball's lodging facilities.
2. I will abide by all relevant local, state, and federal laws/regulations regarding the use of Hotel Occupancy Tax.
3. I understand that all grant funds are provided on a reimbursement basis and only proven eligible expenses will be reimbursed.
4. Applicant acknowledges that if grant funds are awarded, the event organizers agree to allow the financials of this event to be viewed at any time by the City of Tomball prior to receiving reimbursement for the event.

Applicant Signature: Brandy Beyer

Digitally signed by Brandy Beyer  
Date: 2023.07.11 14:51:24 -05'00'

Applicant Name: Brandy Beyer

**Required Documents:**

- Itemized budget of expenditures for grant funds
- Organization's most recent annual budget
- Organization's most recent financial statements – must be audited for grants exceeding \$100,000
- List of Board of Directors/Event Committee with contact information
- IRS Form W-9 – required if not currently on file with the City of Tomball
- Any other information that supports the request for funding

Please submit applications by email to [finance@tomballtx.gov](mailto:finance@tomballtx.gov) or mail/deliver to:

City of Tomball  
Attn: Finance Dept.  
501 James Street  
Tomball, Texas 77375

## Visitor Center Budget

Rent	25,974.00
CAM Expense	12,000.00
Office Supplies/Postage	1,200.00
Personnel	30,000.00

Total Expenses: 69,174.00

Grant Request:	10,000.00
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Greater Tomball Area Chamber of Commerce  
2023 Budget Overview  
January through December 2023

Ordinary Income/Expense	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
	Jan - Dec 23												
Income													
Rent Income	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	5,385.00	64,620.00
Capital Campaign	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Health & Wellness	1,000.00	1,000.00			1,000.00	4,000.00	1,000.00		2,000.00	1,000.00			10,000.00
Hotel/Motel Tax									35,000.00				35,000.00
First Friday	2,600.00	2,600.00	2,600.00	2,500.00	2,600.00	2,600.00	2,400.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	30,900.00
Networking Breakfast	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	500.00	500.00	5,000.00
Women's Committee	900.00	900.00	0.00	900.00	400.00	900.00	0.00	400.00	23,000.00	900.00	900.00	800.00	30,000.00
Tomball Leadership Day					5,000.00								5,000.00
Interest Income	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	1,320.00
Membership Dues													
New	8,000.00	10,000.00	9,000.00	9,000.00	8,000.00	6,000.00	6,000.00	8,000.00	8,000.00	10,000.00	10,000.00	8,000.00	100,000.00
Allowance Non-Renewal	-5,577.75	-7,252.75	-3,396.00	-2,973.50	-2,399.00	-2,138.00	-2,610.25	-3,394.75	-4,483.25	-4,052.75	-2,283.50	-2,928.75	-43,490.25
Renewal	55,777.50	72,527.50	33,960.00	29,735.00	23,990.00	21,380.00	26,102.50	33,947.50	44,832.50	40,527.50	22,835.00	29,287.50	434,902.50
Total Membership Dues	58,199.75	75,274.75	39,564.00	35,761.50	29,591.00	25,242.00	29,492.25	38,552.75	48,349.25	46,474.75	30,551.50	34,358.75	491,412.25
Miscellaneous Income	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,400.00
Publications/Products													
Magazine/Map/Website	500.00		10,000.00	11,000.00		1,000.00	1,000.00		1,000.00	500.00			24,000.00
Total Publications	500.00	0.00	10,000.00	11,000.00	0.00	0.00	1,000.00	0.00	1,000.00	500.00	0.00	0.00	24,000.00
Special Events													
Banquet	10,000.00	20,000.00											30,000.00
Golf Classic		10,000.00	20,000.00			10,000.00	20,000.00	5,000.00					30,000.00
Tomball Night											12,000.00		35,000.00
Holiday Parade									3,000.00	15,000.00			30,000.00
Miss Tomball Pageant									4,000.00	18,000.00	13,000.00		35,000.00
Total Special Events	10,000.00	30,000.00	20,000.00	0.00	0.00	10,000.00	20,000.00	5,000.00	7,000.00	33,000.00	25,000.00	0.00	160,000.00
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Total Income	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Gross Profit	81,294.75	118,869.75	81,259.00	59,256.50	47,686.00	51,837.00	62,987.25	55,647.75	128,044.25	93,569.75	68,246.50	46,953.75	895,652.25
Expense													
Building Expense													
Alarm	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Cleaning	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	740.00	8,880.00
Electricity	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Building Interest	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	1,780.00	21,360.00
Reimbursed by tenants	-1,400.00	-600.00	-700.00	-1,100.00	-700.00	-600.00	-1,200.00	-600.00	-600.00	-1,200.00	-600.00	-600.00	-9,900.00
Repairs/Maintenance	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00

**Greater Tomball Area Chamber of Commerce**  
**2023 Budget Overview**  
January through December 2023

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
<b>Total Building Expense</b>	3,045.00	3,845.00	3,745.00	3,345.00	3,745.00	3,845.00	3,245.00	3,845.00	3,845.00	3,245.00	3,845.00	3,845.00	43,440.00
<b>Accounting Expense</b>		2,500.00	4,000.00	1,000.00	5,000.00						2,500.00		15,000.00
Advertising							1,000.00	500.00			1,000.00	500.00	3,000.00
Bad Debt Expense	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	6,000.00	50,000.00
Past Due Collections	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Health & Wellness		1,000.00			1,000.00	1,000.00		3,000.00		2,000.00			7,000.00
First Friday	2,500.00	2,600.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,400.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
Networking Breakfast	100.00	100.00	150.00	100.00	100.00	150.00	100.00	100.00	150.00	100.00	150.00	200.00	1,500.00
Women's Committee	900.00	900.00	0.00	900.00	900.00	900.00	0.00	900.00	2,000.00	900.00	900.00	10,800.00	20,000.00
<b>Tomball Leadership Day</b>					5,000.00								5,000.00
Young Professionals	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Bank Fees	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	950.00	11,400.00
Board of Directors	300.00	100.00		200.00	200.00				3,000.00	3,700.00			7,500.00
Dues and Subscriptions	2,292.00				600.00			750.00			45.00		3,687.00
<b>Employee Expense</b>													
SUTA	350.00	350.00	200.00	100.00									1,000.00
Development	600.00	1,550.00	1,500.00	1,500.00	1,500.00	2,000.00	1,550.00		300.00	1,500.00			12,000.00
FUTA	150.00	40.00	30.00	5.00									225.00
Group Insurance	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	3,716.00	4,000.00	4,000.00	4,000.00	4,000.00	45,728.00
Cell Phone Allowance	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	280.00	3,360.00
Payroll Services	450.00	600.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,550.00
Payroll Taxes	1,993.00	2,060.00	1,993.00	2,060.00	1,993.00	1,993.00	1,993.00	2,060.00	1,993.00	1,993.00	2,060.00	1,993.00	24,184.00
Salaries													
TACC	30,132.00	31,132.00	30,132.00	31,132.00	30,132.00	30,132.00	30,132.00	31,132.00	30,132.00	30,132.00	31,132.00	30,132.00	365,584.00
Bonus													
Contract Labor		200.00	200.00		200.00	200.00		200.00		200.00	400.00		1,400.00
<b>Total Salaries</b>	30,132.00	31,332.00	30,332.00	31,132.00	30,132.00	30,332.00	30,132.00	31,332.00	30,132.00	30,332.00	31,532.00	48,411.20	385,263.20
<b>Total Employee Expense</b>	37,671.00	39,928.00	38,501.00	39,243.00	38,071.00	38,771.00	38,121.00	37,838.00	37,155.00	38,555.00	38,322.00	55,134.20	477,310.20
<b>Insurance</b>													
Worker's Compensation	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	41.50	498.00
Officer & Director Liability	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	153.66	1,843.92
General Liab.	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	663.66	7,963.92
<b>Total Insurance</b>	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	858.82	10,305.84
<b>Membership/Misc. Expense</b>	2,000.00	3,000.00	1,000.00	500.00	2,000.00	600.00	500.00	2,000.00	800.00	1,300.00	500.00	2,000.00	16,200.00
<b>Office Equipment Expense</b>													
Database		5,700.00											5,700.00
Computer Maintenance	300.00	1,200.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	4,500.00
Copier Lease	400.00	600.00	800.00	500.00	400.00	800.00	600.00	800.00	500.00	400.00	800.00	700.00	7,300.00
Pitney Bowes	528.30			591.60			528.30			528.30			2,166.50
<b>Total Office Equip Expense</b>	1,228.30	7,500.00	1,100.00	1,381.60	700.00	1,100.00	1,428.30	1,100.00	800.00	1,228.30	1,100.00	1,000.00	19,666.50

**Greater Tomball Area Chamber of Commerce**  
**2023 Budget Overview**  
January through December 2023

	<u>Jan 23</u>	<u>Feb 23</u>	<u>Mar 23</u>	<u>Apr 23</u>	<u>May 23</u>	<u>Jun 23</u>	<u>Jul 23</u>	<u>Aug 23</u>	<u>Sep 23</u>	<u>Oct 23</u>	<u>Nov 23</u>	<u>Dec 23</u>	<u>TOTAL</u> <u>Jan - Dec 23</u>
Office Supplies	200.00	700.00	700.00	500.00	800.00	800.00	500.00	400.00	1,000.00	200.00	500.00	200.00	6,500.00
Postage & Delivery	0.00	500.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	0.00	100.00	3,100.00
Property Tax Expense	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	1,257.25	15,087.00
Income Tax Expense	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	387.25	4,647.00
Rent	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	115.00	1,380.00
Special Events													
Banquet		12,000.00											12,000.00
Golf Classic			3,000.00	8,000.00									11,000.00
Tomball Night					2,500.00		4,500.00	4,500.00				1,000.00	11,500.00
Holiday Parade											17,000.00		18,000.00
Miss Tomball Pageant													
Scholarship Expense													
Pageant - Other													
Total Miss Tomball													
										500.00	4,000.00	3,000.00	16,000.00
										500.00	16,500.00	3,000.00	20,000.00
Total Special Events	0.00	12,000.00	3,000.00	8,000.00	2,500.00	0.00	4,500.00	4,500.00	0.00	500.00	33,500.00	4,000.00	72,500.00
Telephone Expenses	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	540.00	6,480.00
Travel & Entertainment	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	80.00	960.00
Total Expense	59,524.62	83,961.32	64,484.32	67,257.92	71,204.32	59,654.32	61,882.62	66,621.32	60,538.32	64,016.62	94,150.32	91,567.52	844,863.54
Net Ordinary Income	21,770.13	34,908.43	16,774.68	-8,001.42	-23,518.32	-7,817.32	1,104.63	-10,973.57	67,505.93	29,553.13	-25,903.82	-44,613.77	50,788.71
Principal Building Payment	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	3,815.00	45,780.00
xDepreciation Expense	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	1,705.00	20,460.00
Net Income	16,250.13	29,388.43	11,254.68	-13,521.42	-29,038.32	-13,337.32	-4,415.37	-16,493.57	61,985.93	24,033.13	-31,423.82	-50,133.77	-15,451.29

# Greater Tomball Area Chamber of Commerce

Financial Statements and Independent Auditors' Report  
for the Year Ended December 31, 2022 (Audited)  
*(with comparative totals for 2021 - Reviewed)*



**Tipton & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Greater Tomball Area Chamber of Commerce  
Tomball, Texas

### Opinion

We have audited the accompanying financial statements of Greater Tomball Area Chamber of Commerce (a nonprofit organization), which comprise the statement of financial position as of December 31, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Tomball Area Chamber of Commerce as of December 31, 2022, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Greater Tomball Area Chamber of Commerce and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are consid

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Greater Tomball Area Chamber of Commerce's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Greater Tomball Area Chamber of Commerce's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified.

#### **Report on Summarized Comparative Information**

The 2021 financial statements were reviewed by us and our report thereon, dated April 14, 2022, stated we were not aware of any material modifications that should be made to those financial statements for them to be in conformity with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements. The summarized comparative information presented herein as of and for the year ended December 31, 2021, is consistent, in all material respects, with the reviewed financial statements from which it has been derived.

*Tipton & Company LLC*

Tipton & Company LLC  
Certified Public Accountants  
Houston, Texas

June 21, 2023

# Greater Tomball Area Chamber of Commerce

## Statement of Financial Position

<b><i>As of December 31, (with comparative totals for 2021)</i></b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 588,088	\$ 459,950
Accounts receivable, net	35,249	40,848
Prepaid expenses	10,098	9,835
Property and equipment, net	855,120	884,005
<b>Total Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>
<b>Liabilities and Net Assets</b>		
Liabilities		
Accrued expenses	\$ 28,729	\$ 16,531
Deferred revenues	175,798	149,885
Long-term debt	527,582	573,315
Deposits	8,300	8,300
Total Liabilities	740,409	748,031
Net Assets		
Without donor restrictions	748,146	646,607
Total Net Assets	748,146	646,607
<b>Total Liabilities and Net Assets</b>	<b>\$ 1,488,555</b>	<b>\$ 1,394,638</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Activities

<b>Year ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Without Donor Restrictions</b>		
<b>Revenue and Support</b>		
Membership dues	\$ 431,425	\$ 395,831
Special events revenue	176,519	139,640
Direct benefits to donors	(19,129)	(10,151)
Capital improvement campaign	33,000	36,000
First Friday luncheon	29,402	15,452
Networking Breakfast	4,980	4,035
Women's Committee	37,823	-
City of Tomball hotel tax revenue	35,000	35,000
Rental income	64,624	64,624
Tenant reimbursements	11,182	10,635
Ads and ad commission	17,665	20,767
Contributed nonfinancial assets	40,943	47,180
Interest income	1,424	2,217
Other income	14,099	66,636
<b>Total Revenue and Support</b>	<b>878,957</b>	<b>827,866</b>
<b>Expenses</b>		
<b>Program Services</b>		
Business resources	270,070	242,698
Advocacy	289,561	253,513
<b>Total Program Services</b>	<b>559,631</b>	<b>496,211</b>
<b>Supporting Services</b>		
General and administrative	100,685	104,706
Fundraising	117,102	127,292
<b>Total Supporting Services</b>	<b>217,787</b>	<b>231,998</b>
<b>Total Expenses</b>	<b>777,418</b>	<b>728,209</b>
<b>Change in Net Assets</b>	<b>101,539</b>	<b>99,657</b>
Net Assets, Beginning of Year	646,607	546,950
<b>Net Assets, End of Year</b>	<b>\$ 748,146</b>	<b>\$ 646,607</b>

The accompanying notes are an integral part of these financial statements.

Greater Tomball Area Chamber of Commerce  
Statement of Functional Expenses

Year ended December 31, (with comparative totals for 2021)	Program Services			Supporting Services			Audited 2022 Total	Reviewed 2021 Total
	Business Resources	Advocacy	Total Program Services	General and Administrative	Fundraising	Total Supporting Services		
<b>Payroll and related expenses</b>								
Salaries	\$ 95,173	\$ 95,173	\$ 190,346	\$ 23,793	\$ 23,793	\$ 47,586	\$ 237,932	\$ 246,066
Payroll taxes	7,642	7,642	15,284	1,911	1,911	3,822	19,106	17,936
Employee benefits	13,174	13,174	26,348	3,294	3,294	6,588	32,936	39,274
<b>Total payroll and related expenses</b>	<b>115,989</b>	<b>115,989</b>	<b>231,978</b>	<b>28,998</b>	<b>28,998</b>	<b>57,996</b>	<b>289,974</b>	<b>303,276</b>
<b>Other expenses</b>								
Advertising	2,455	2,455	4,910	2,455	17,185	19,640	24,550	24,799
Bad debt	19,330	19,330	38,660	19,330	19,330	38,660	77,320	86,080
Bank fees	1,119	1,119	2,238	4,475	4,475	8,950	11,188	7,890
Board expenses	-	-	-	8,809	-	8,809	8,809	6,935
Building expenses	100	100	200	25	25	50	250	325
Computer maintenance	1,736	1,736	3,472	434	434	868	4,340	4,216
Contract labor	26,923	26,923	53,846	6,730	6,730	13,460	67,306	1,252
Depreciation	12,042	12,042	24,084	3,010	3,010	6,020	30,104	30,042
Dues and subscriptions	-	3,971	3,971	-	-	-	3,971	2,688
Employee development	2,720	2,720	5,440	680	680	1,360	6,800	9,632
Equipment lease	4,039	4,039	8,078	1,010	1,010	2,020	10,098	9,970
First Friday	31,047	-	31,047	-	-	-	31,047	18,442
Health committee	6,918	-	6,918	-	-	-	6,918	4,859
Insurance	4,017	4,017	8,034	1,004	1,004	2,008	10,042	9,616
Interest	8,563	8,563	17,126	2,141	2,141	4,282	21,408	30,086
Miscellaneous	3,810	5,079	8,889	3,810	-	3,810	12,699	14,082
Networking breakfast	159	-	159	-	-	-	159	280
Office supplies	2,558	2,558	5,116	640	640	1,280	6,396	4,884
Payroll service	2,359	2,359	4,718	590	590	1,180	5,898	5,522
Postage and delivery	916	458	1,374	458	1,220	1,678	3,052	2,707
Professional fees	-	-	-	7,505	-	7,505	7,505	13,565
Rent	544	544	1,088	136	136	272	1,360	1,200
Repairs and maintenance	7,214	7,214	14,428	1,804	1,804	3,608	18,036	25,614
Software	2,246	2,246	4,492	561	561	1,122	5,614	4,850
Special events	-	27,489	27,489	-	43,097	43,097	70,586	78,595
Taxes - income	-	-	-	2,160	-	2,160	2,160	4,515
Taxes - property	5,568	5,568	11,136	1,392	1,392	2,784	13,920	13,920
Telephone	2,675	2,675	5,350	668	669	1,337	6,687	6,540
Travel and entertainment	-	-	-	760	-	760	760	760
Utilities	4,403	4,403	8,806	1,100	1,100	2,200	11,006	10,510
Womens Committee	-	25,964	25,964	-	-	-	25,964	-
Young professionals	620	-	620	-	-	-	620	708
<b>Total other expenses</b>	<b>154,081</b>	<b>173,572</b>	<b>327,653</b>	<b>71,687</b>	<b>107,233</b>	<b>178,920</b>	<b>506,573</b>	<b>435,084</b>
<b>Subtotal</b>	<b>270,070</b>	<b>289,561</b>	<b>559,631</b>	<b>100,685</b>	<b>136,231</b>	<b>236,916</b>	<b>796,547</b>	<b>738,360</b>
Less: Direct benefit to donor	-	-	-	-	(19,129)	(19,129)	(19,129)	(10,151)
<b>Total Expenses</b>	<b>\$ 270,070</b>	<b>\$ 289,561</b>	<b>\$ 559,631</b>	<b>\$ 100,685</b>	<b>\$ 117,102</b>	<b>\$ 217,787</b>	<b>\$ 777,418</b>	<b>\$ 728,209</b>

The accompanying notes are an integral part of these financial statements.

# Greater Tomball Area Chamber of Commerce

## Statement of Cash Flows

<b>Year Ended December 31, (with comparative totals for 2021)</b>	<b>Audited 2022</b>	<b>Reviewed 2021</b>
<b>Cash Flows From Operating Activities</b>		
Change in net assets	\$ 101,539	\$ 99,657
Adjustments to reconcile change in net assets to net change in operating activities:		
Depreciation	30,104	30,042
Bad debt expense	77,320	86,080
Changes in assets and liabilities:		
Accounts receivable	(71,721)	(73,454)
Prepaid expenses	(263)	(413)
Accrued expenses	12,198	(1,480)
Deferred revenues	25,913	6,773
<b>Total Adjustments</b>	<b>73,551</b>	<b>47,548</b>
<b>Net Change in Operating Activities</b>	<b>175,090</b>	<b>147,205</b>
<b>Cash Flows From Investing Activities</b>		
Purchases of property and equipment	(1,219)	-
<b>Net Change in Investing Activities</b>	<b>(1,219)</b>	<b>-</b>
<b>Cash Flows From Financing Activities</b>		
Payments on long-term debt	(45,733)	(37,055)
<b>Net Change in Financing Activities</b>	<b>(45,733)</b>	<b>(37,055)</b>
<b>Net Change in Cash and Cash Equivalents</b>	<b>128,138</b>	<b>110,150</b>
Cash and Cash Equivalents, beginning of year	459,950	349,800
<b>Cash and Cash Equivalents, end of year</b>	<b>\$ 588,088</b>	<b>\$ 459,950</b>
<b>Supplemental Disclosures:</b>		
Interest paid	\$ 21,408	\$ 30,086

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 1 – NATURE OF OPERATIONS AND SIGNIFICANT ACCOUNTING POLICIES

#### Nature of Operations

The Greater Tomball Area Chamber of Commerce (the “Chamber”) is a not-for-profit organization of citizens who are investing their time and money in a community development program working together to improve the economic, civic, and cultural fortitude of the region, community, or area. The Chamber’s mission is to provide resources and foster relationships that empower businesses to prosper in Tomball and its surrounding communities.

The Chamber is supported through membership dues, contributions, rental income and other miscellaneous revenue. The Chamber conducts the following programs:

- *Business resources* – The Business Resources Division is dedicated to providing and promoting value added, quality networking events to the Chamber’s diverse membership, by ensuring inclusion through new member mentorship programs and by presenting opportunities for personal and business growth. This division invites members to become involved in the Chamber’s programs that will allow relationships to be formed and sustained through a variety of networking events.
- *Advocacy* – The Advocacy Division is committed to being a strong voice for the Chamber’s members and the greater Tomball area community. This will be accomplished by addressing public policy issues with participation from the public, members and elected officials, and holding open discussions about issues that affect the business community including: economic development, education, workforce development, energy and healthcare.

#### Basis of Accounting

The financial statements of the Chamber have been prepared on the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities.

#### Basis of Presentation

The Chamber reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

- *Net assets without donor restrictions* are resources available to support operations and not subject to donor restrictions. The only limits on the use of net assets without donor restrictions are the broad limits resulting from the nature of the Chamber, the environment in which it operates, the purposes specified in its corporate documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations. Assets restricted solely through the actions of the Board of Directors are reported as net assets without donor restrictions, board-designated.
- *Net assets with donor restrictions* are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or use for a purpose specified by the donor. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-restricted endowment earnings are released when those earnings are appropriated with spending policies and are used for the specified purpose.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Cash and Cash Equivalents

The Chamber considers all monies in banks and highly liquid investments with maturities of three months or less from the date of purchase to be cash and cash equivalents. The carrying values of any cash and cash equivalents are deemed to approximate their fair values because of the short maturities of those financial instruments.

### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At December 31, 2022 and 2021, the allowance for bad debts was \$7,021 and \$7,021, respectively.

### Property and Equipment

The Chamber capitalizes all expenditures for property, plant and equipment in excess of \$500. Maintenance and repairs are charged to operations when incurred. Major improvements and renewals that extend the life of the asset are capitalized. Purchased property, plant and equipment are carried at cost and are depreciated using the straight-line method based on their estimated useful lives as follows:

Buildings and improvements	39 years
Computers and software	3-5 years
Office equipment	5-7 years
Furniture and fixtures	5-7 years

### Donated Assets

Donated investments and other noncash donations are recorded as contributions at their fair values at the date of donation.

### Donated Property and Equipment

Donations of property and equipment are recorded as contributions at fair value at the date of donation. Such donations are reported as increases in net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Chamber reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Chamber reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

### Deferred Revenue

Income from membership dues and subscription fees received in advance is deferred and recognized over the periods to which the dues and fees relate.

### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates. The significant estimates included in the financial statements are the estimates of useful lives used for depreciating property and equipment items.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### Membership Dues

Membership dues are recognized in the applicable membership period. Any unearned amounts are included in deferred revenue at the end of each accounting period.

### Donated Services

Donated services are recognized as contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Chamber. Many individuals volunteer their time and perform a variety of tasks that assist the Chamber with program services and fundraising events. No amounts have been reflected in the financial statements for these donated services as the recognition criteria were not met.

### Functional Allocation of Expenses

Expenses are categorized in the Statement of Activities as program services, management and general and fundraising. The Chamber's expenses are allocated on a functional basis among these benefited categories:

- Program service expenses: include direct and indirect (allocated) expenses for the various programs offered by the Chamber to fulfill member investment expectations. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated to program services based on time and effort.
- Management and general expenses: include those expenses, ranging from office management to financial services, that are not directly identifiable with any other specific function but provide for the overall support and direction of the Chamber. Those expenses include the basic necessities to be an accredited, well rounded, and effective organization.
- Fundraising expenses: represent costs incurred in connection with fundraising efforts to continue the Chamber's mission. The membership dues alone are not adequate enough to accomplish the Chamber's goals; therefore, fundraising events are held to fill the gap between membership dues and total expenses.

### Income Taxes

The Chamber is operating as a not-for-profit corporation, under Section 501(c)(6) of the Internal Revenue Code, and is not subject to income taxes with the exception of unrelated business income. The Chamber conducted unrelated business activities during the current year. Therefore, the Chamber paid \$2,160 and \$4,515 for federal income taxes in the years ended December 31, 2022 and 2021, respectively.

The Chamber applies the provisions of FASB ASC Topic 740, Income Taxes, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Topic 740 also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosures and transition. As of December 31, 2022 and 2021, no uncertain tax positions were identified.

### Leases

From time to time the Chamber enters into contracts to lease office equipment. At contract inception, the Chamber determines if an arrangement contains a lease and recognizes right-of-use (ROU) assets and lease liabilities for leases with terms greater than twelve months. Leases with an initial term of twelve months or less and immaterial leases with obligations of less than \$15,000 are not recognized in the statement of financial position.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### Advertising Cost

Advertising costs are expensed when incurred. Advertising costs for the years ended December 31, 2022 and 2021 amounted to \$24,550 and \$24,799, respectively.

### Newly Adopted Accounting Pronouncements

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities and changes in net assets, apart from contributions of cash or other financial assets. It also requires a not-for-profit organization to disclose contributed nonfinancial assets recognized within the statement of activities and changes in net assets disaggregated by category that depicts the type of contributed nonfinancial assets and includes additional disclosure requirements for each category of contributed nonfinancial assets recognized. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The ASU requires most leases to be recognized on the statement of financial position as lease assets and lease liabilities and requires both quantitative and qualitative disclosures regarding key information about leasing arrangements. The Chamber adopted the new guidance effective January 1, 2022. There was no significant impact as a result of the implementation.

## **NOTE 2 – LIQUIDITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of December 31, 2022, comprise the following:

Financial assets:	
Cash and cash equivalents	\$588,088
Accounts receivable, net	35,249
Financial assets available to meet cash needs for general expenditures within one year	\$623,337

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Chamber considers all expenditures related to its ongoing program activities, as well as the conduct of services undertaken to support those activities, to be general expenditures. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Chamber sets a goal of having financial assets on hand to meet a minimum of 90 days of normal operating expenses, which are, on average, around \$56,000. As part of its liquidity management, the Chamber has a policy to structure its financial assets to be available as general expenditures, liabilities, and other obligations become due.

## **NOTE 3 – CONCENTRATION OF CREDIT RISKS**

The Chamber maintains its cash balances in a local bank. These balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Management periodically assesses the financial condition of the financial institutions and believes that any possible credit risk is minimal. As of December 31, 2022 and 2021, the Chamber had approximately \$338,000 and \$210,000, respectively, of cash balances that were not insured by the FDIC. The Chamber has not experienced any losses in such accounts and believes the risk of future loss is mitigated by monitoring the balances and the financial institutions where the cash is deposited.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 4 – PROPERTY AND EQUIPMENT

As of December 31, 2022 and 2021, property, plant and equipment consisted of the following:

	Audited 2022	Reviewed 2021
Building and improvements	\$1,112,383	\$1,112,383
Computers and software	17,517	17,517
Office equipment	14,321	13,102
Furniture and fixtures	17,990	17,990
Land	145,000	145,000
 Total property and equipment, gross	 1,307,211	 1,305,992
Less: Accumulated depreciation	(452,091)	(421,987)
 Total property and equipment, net	 \$855,120	 \$884,005

Depreciation expense charged to operations for the years ended December 31, 2022 and 2021 was \$30,104 and \$30,042, respectively.

### NOTE 5 – RENTAL INCOME

From time to time the Chamber enters into contracts to lease office space to lessees. As the lessor, the Chamber is required to first determine whether the lease is an operating lease or a finance lease. A finance lease is one in which the risks and rewards inherent in the asset are transferred to the lessee. An operating lease is one in which the risks and rewards inherent in the asset are not transferred to the lessee. Only finance leases are required to be capitalized on the statement of financial position.

The Chamber leases office space to three other organizations as follows and has determined that these leases are operating leases:

	Current monthly rent	Lease initiation	Lease expiration	Lease renewal	Renewal expiration
TEDC	\$1,506	9/1/2008	10/31/2013	11/1/2013 11/1/2018	10/31/2018 10/31/2023
TRHF	\$3,729	11/1/2012	10/31/2017	11/1/2017	10/31/2022
TRHF	\$3,869	11/1/2017	10/31/2022	11/1/2022	10/31/2024
Envirocon	\$150	4/1/2016	3/31/2020	4/1/2020	3/31/2024

For the years ended December 31, 2022 and 2021, rental income was \$64,624 and \$64,624, respectively.

Future minimum rentals expected to be collected are as follows:

For the years ending December 31,	
2023	\$ 63,288
2024	39,140
2025	-
 Total	 \$ 102,428

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

### NOTE 6 – LEASE AGREEMENTS

The Chamber has entered into noncancelable operating leases that expire in 2024 and 2026. For the years ended December 31, 2022 and 2021, the total rental expense under these leases was \$11,458 and \$11,170, respectively. The Chamber's lease arrangements are not recognized in the statement of financial position as the total obligation is less than \$15,000. Future minimum lease payments are as follows:

For the years ending December 31,	
2023	6,651
2024	2,749
2025	1,969
2026	492
Thereafter	-
Total	\$11,862

### NOTE 7 – LONG-TERM DEBT

The Chamber had a note payable due in monthly installments to a financial institution for an office building in the amount of \$6,729 for 83 months beginning January 10, 2010 through November 10, 2016. This note was secured by the Quinn Road office building, with interest at 5% through October 9, 2021. On December 10, 2016, a balloon payment of any unpaid principal and interest became due and payable, at which time the loan was modified to require monthly installments of \$5,595 at the same interest rate and terms and to become due and payable on December 10, 2023. Effective October 10, 2021, the interest rate was modified to 4%, requiring the same monthly installments and due date. The Chamber intends to refinance the debt.

As of December 31, 2022 and 2021, the balance was \$527,582 and \$573,315, respectively. Future scheduled maturities of the note payable are as follows:

For the years ending December 31,	
2023	\$ 527,582
Thereafter	-
Total	\$527,582

### NOTE 8 – CONCENTRATIONS

For the years ended December 31, 2022 and 2021, respectively approximately fifty-one percent (51%) and forty-eight percent (48%) of the Chamber's total revenue and support came from membership dues.

The Chamber conducts its operations solely in the greater Tomball area, and, therefore, is subject to risks from changes in local economic conditions. A downturn in the local economy could cause a decrease in membership dues and revenue.

# Greater Tomball Area Chamber of Commerce

## Notes to Financial Statements

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### NOTE 9 – CONTRIBUTED NONFINANCIAL ASSETS

For the years ended December 31, 2022 and 2021, the Chamber's contributed nonfinancial assets consist of the following:

	2022	2021
Advertising	\$22,720	\$25,270
Repairs and maintenance	6,600	6,600
Supplies	3,500	6,750
Venues	5,300	5,300
Miscellaneous	2,823	3,260
Total contributed nonfinancial assets	\$40,943	\$47,180

Contributed advertising and repairs and maintenance are used in the Chamber's administrative activities. Contributed supplies are used in the Chamber's fundraising activities. Contributed venue costs are used in the Chamber's program activities and fundraising activities. Other miscellaneous donated assets are used across all Chamber activities. All contributed nonfinancial assets are valued at fair market value at the date of donation.

### NOTE 10 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through June 21, 2023, the date the financial statements were available to be issued. No events were identified that are required to be disclosed or would have a material impact on reported net assets or changes in net assets.

**GREATER TOMBALL AREA CHAMBER OF COMMERCE  
2023 BOARD OF DIRECTORS**

**CHAIR OF THE BOARD**

**Shane Boatman\***

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**CHAMBER PRESIDENT**

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Greater Tomball Area Chamber of Commerce**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**29201 Quinn Road, Ste. B; PO Box 516**

6 City, state, and ZIP code

**Tomball, TX 77377-0516**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the Instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 4 - 1 4 9 5 1 2 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*[Signature]*

Date ► **1/16/2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Approve a Services Agreement Renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for fiscal year 2024, for a not-to-exceed amount of \$250,000, authorize the expenditure of funds therefor, and authorize the City Manager to execute the agreement. This amount is included in the FY 2023-2024 budget.

#### Background:

The proposed Services Agreement Renewal with Shane Griffin Power & Electrical Services, LLC is for contracted electrical services for the fiscal year, beginning October 1, 2023, and expiring September 30, 2024. The original contract was approved by City Council in July 2023 as part of the award for Request for Proposal 2023-12, and allowing for three additional one-year renewals; following the proposed renewal there will be two additional renewal options remaining.

Shane Griffin Power & Electrical Services, LLC is an electrical contractor located in Magnolia, Texas. The company provides licensed electrical work including repair, replacement, upgrade, new construction, and alteration of existing electrical services. The proposed services agreement with Shane Griffin Power & Electrical Services, LLC includes a scope of work to perform electrical contractor services for the City on an as-needed basis, a full breakdown of the anticipated work is reflected in the table below.

Exterior Lighting Upgrade	\$70,000
Administrative Services Building Remodel	\$40,000
Police Department Remodel	\$10,000
Miscellaneous Repairs to Facilities	\$75,000
Utilities Electrical Services – Water	\$5,000
Utilities Electrical Services – Wastewater	\$5,000

**Origination:** Project Management

#### Recommendation:

Staff recommends approving a Services Agreement Renewal with Shane Griffin Power & Electrical Services, LLC for electrical contractor services for a not-to-exceed amount of \$205,000.

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

**FUNDING (IF APPLICABLE)**

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

Yes: ☒ No: ☐

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

#100-157-6206

#600-613-6207

#600-614-6207

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

**Signed:** Meagan Mageo **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**CITY OF TOMBALL  
SERVICES AGREEMENT 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 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 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, 2023 through September 30, 2024, with two additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT RENEWAL**

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

**4. ASSIGNMENT**

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

**5. COMPENSATION**

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$205,000.

## 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 poli

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

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

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

#### 9. PAYMENT AND PERFORMANCE

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

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

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

#### 11. COMPANY CERTIFICATIONS

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

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in 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, Texas 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 5 day of October, 2023.

Shane Griffin Power & 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 \_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

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 5 day of October, 2023.

Shane Griffin Power & 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 5 day of October, 2023,  
by Shane Griffin, on behalf of said entity.

  
Notary Public, State of Texas



AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Tomball

---

David Esquivel, PE  
City Manager

**Attest:**

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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	\$130.00	\$195.00	\$195.00	\$260.00
Journeyman Electrician	\$100.00	\$150.00	\$150.00	\$200.00
Apprentince Electrician	\$50.00	\$75.00	\$75.00	\$100.00
Laborer	\$30.00	\$45.00	\$45.00	\$60.00

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

Company Name: Shane Griffin Power & Electrical Services, LLC  
 Address: 19638 East Lake Drive, Magnolia, TX 77355  
 Telephone Number: 713-396-6960  
 Name & Title: Shane Griffin , Owner  
 Date: 11/1/2022

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 10/16/2023

#### Topic:

Approve an agreement with Northwest Communications, Inc. for handheld radios through the Harris County/TXWARN P25 700/800 MHz contract on the BuyBoard purchasing cooperative (Contract No. 604-20) for a not-to-exceed amount of \$58,820.51, 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 2023-2024 budget.

#### Background:

As part of the FY 2023-2024 budget process, the Public Works department requested additional handheld radios to be used for various daily activities, events, and emergency operations. Public Works worked with TPD and TFD to select the optimized radios for our needs and determine the number of radios and accessories needed.

The budgeted amount for the purchase of the radios was \$100,000 divided between the General Fund and Enterprise Fund. The quote received from Buyboard is \$58,820.51.

**Origination:** Public Works Department

**Recommendation:** Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

**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: 600-613-6404, and  
100-157-6106

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

**Signed:** Drew Huffman

Staff Member

Date

**Approved by:** \_\_\_\_\_

City Manager

Date

**NORTHWEST COMMUNICATIONS, INC.**

10818 Barely Ln., #B  
Houston, TX 77070-5909  
Phone: 281-890-4724  
Fax: 281-894-9494  
www.nwradio.us

**Estimate**

Date	Estimate #
9/29/2023	21547

Customer
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Accts Payable

Ship To
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Brandon Patin

**NOT AN INVOICE**

Rep

KT

Quantity	Description	Rate	Total
	Harris County/TXWARN P25 700/800 MHz Contract BuyBoard Coop No. 604-20		
1	Public Works Base Station Package: Kenwood VM5930 Base Radio P25 Phase 2 700/800 MHz + Control Station (Desktop) + DC Switch (P/S) + KCH Desktop Mic + P25 CAI AMBE+2 + P25 Phase 2 TDMA + P25 Authentication (Link Layer Authentication) + TrueVoice Noise Cancellation + ARC4 (Motorola ADP Compatible) + 3 Year Warranty (Standard)	2,600.40	2,600.40T
1	RFU-505 UHF male crimp, RG58, LMR200	4.92	4.92T
1	GM8 Small Mag Mount - no connector	50.30	50.30T
1	PCTCN7080 740-870 , Unity Gain, 1/4 Wave, Mobile Antenna	12.25	12.25T
24	Public Works Portable Radio VP5430 Portable 7/800 MHz, Model 2 + AES FIPS140-2 & DES Encryption Module + 7/800 MHz 1/2 Wave (Whip) + Li-ion 2600mAh (L2 Standard) + P25 CAI AMBE+2 + P25 Phase 2 TDMA + P25 Authentication + 3 Year Warranty (Standard)	2,021.00	48,504.00T
4	Portable Accessories: KSC-326AK CHARGER, SIX UNIT RAPID RATE	610.40	2,441.60T
12	KNB-L2M Standard battery 2600 mAh Li-Ion	125.20	1,502.40T

Thank you for the opportunity to give you an estimate!

**Subtotal****Sales Tax (0.0%)****Total**

**NORTHWEST COMMUNICATIONS, INC.**

10818 Barely Ln., #B  
Houston, TX 77070-5909  
Phone: 281-890-4724  
Fax: 281-894-9494  
www.nwradio.us

# Estimate

Date	Estimate #
9/29/2023	21547

Customer
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Accts Payable

Ship To
Tomball PD 400 Fannin St Tomball, TX 77375 Attn: Brandon Patin

## NOT AN INVOICE

Rep
KT

Quantity	Description	Rate	Total
24	KMC-72W Speaker Mic (Immersion)	97.40	2,337.60T
24	KLH-201K3 NYLON CASE for Viking VP5000. Includes: Attached snap belt loop and 2 D-rings for optional shoulder strap attachment (shoulder strap not included).	23.76	570.24T
24	KLH-137ST SHOULDER STRAP LEATHER, FIRE HEAVY-DUTY, VP5000	33.20	796.80T

Thank you for the opportunity to give you an estimate!

**\*\*This estimate will expire in 30 days from the date stated above.**

**Subtotal** \$58,820.51

**Sales Tax (0.0%)** \$0.00

**Total** \$58,820.51

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 10/16/2023

#### Topic:

Approve an agreement with Patterson Equipment Company for a Hurco Vac 600D hydro excavator and water valve exerciser through the TIPS Cooperative (Contract #221001) for a not-to-exceed amount of \$90,292.30, 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 2023-2024 budget.

#### Background:

As part of the FY 2023-2024 budget process, the Public Works department requested the purchase of a new hydro excavator and water valve exerciser. This equipment is used by the Public Works department to excavate underground utilities and minimize damage to any infrastructure by the use of high-pressure water and vacuum attachments. The machinery will also be used to clean, exercise, and survey water valves throughout the City's water utility system.

The hydro excavator was budgeted at \$95,000 and the quote received from the TIPS purchasing cooperative was \$90,292.30.

**Origination:** Public Works Department

**Recommendation:** Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

**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: 600-613-6403

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

**Signed:** Drew Huffman

Staff Member

Date

**Approved by:** \_\_\_\_\_

City Manager

Date



## Patterson Equipment Company

PO Box 130367  
The Woodlands, TX 77393  
281-770-6714  
jeff@pattersononequipment.net  
www.pattersononequipment.net

### Estimate

#### ADDRESS

City of Tomball  
501 James Street  
Tomball, TX 77375

#### SHIP TO

City of Tomball  
501 James Street  
Tomball, TX 77375

#### ESTIMATE

4691

#### DATE

09/29/2023

#### EXPIRATION

10/31/2023

#### DATE

#### SHIPPING

Regular Ground

ACTIVITY	QTY	RATE	AMOUNT
VAC600D All Pricing Quoted via TIPS Cooperative Contract # 221001 " Heavy Duty Equipment "	1	69,735.00	69,735.00
Hurco 600 Gallon Hydro-Excavation Trailer 50HP Cat Diesel Engine 200 Gallon Fresh Water Tandem Axle 6000 LB 1000 CFM Vacuum 14"Hg Reverse Airflow 30' X 3" Vac Hose 25' Handgun Hose & Digging Wand 5 GPM @ 2500 PSI			
SD800 Hurco Spin Doctor 800 Valve Exercising Arm Boom, Vertically Aligned Up to 800 Foot LBS Torque Vac Mount	1	12,862.00	12,862.00
VSG6 Hurco Valve Star G6 Control Box W/ GPS, USB Transmitter Field & Office IMS Software for Valve Exercising ( One License ) 1 year IMS App Access	1	7,845.30	7,845.30
S&H Shipping and Handling Freight from Harrisburg, SD to Tomball, TX	1	3,850.00	3,850.00

PEC Discount	1	-4,000.00	-4,000.00
PEC Demo Unit Discount			

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TOTAL\$90,292.30

Accepted By

Accepted Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 10/16/2023

#### Topic:

Approve an agreement with Monk Machinery, LLC for a JCB 110W T4F TAB wheeled excavator, through the Sourcewell Purchasing Cooperative (Contract No. #040319-JCB) for a not-to-exceed amount of \$229,961.61, 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 2023-2024 budget.

#### Background:

As part of the FY 2023-2024 budget process, Public Works requested to replace two pieces of equipment, a slope mower and a mini excavator, with a new wheeled excavator. This piece of machinery is used by the Public Works department to repair, preplace and maintain infrastructure and provides staff with the capability to do such things as regular digging, ditch grading, right-of-way mowing, debris removal, and tree trimming.

The approved budgeted amount for this purchase was \$235,000 and the quote received is for \$229,961.61 through the Sourcewell purchasing cooperative.

**Origination:** Public Works Department

**Recommendation:** Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

**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

Staff Member

Date

**Approved by:** \_\_\_\_\_

City Manager

Date



---

## Product Quotation

**Prepared For:**  
**City of Tomball**  
**Tomball TX 77375**



**Prepared By:**  
**BRYAN MONK**  
**MONK JCB**  
**HOUSTON TX 77037**  
**mobile:281.627.0140**

Image is for indicative purpose only and may not represent exact equipment being quoted



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## Features and Benefits

Standard Equipment and Features & Benefits related to this product are subject to change without notice

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### Visibility

With the 109hp Tier 4 Final JCB EcoMAX engine and other major components now housed in the chassis, the counterweight has been radically reduced making the tailswing just 5 inches which helps deliver down to ground level visibility.

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### Stability

Lower center of gravity provides extra operator confidence and productivity when lifting and carrying materials around site.

---

### Productivity

Choose 'highway mode' to isolate the upper structure and d end for travelling at up to 25mph. Set throttle level with 'travel speed lock'

---

### Maneuverability

3 steer modes as standard with 4-wheel steer, 2-wheel steer and crab steer lets you maneuver on site in total confidence.

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### Versatility

The kingpost allows you to dig parallel to a wall increasing versatility, particularly in tight urban environments.

---





**Prepared For:**  
City of Tomball  
501 James St.  
Tomball TX 77375

fax:fax:

**Dealer Information**  
MONK JCB  
11211 NORTH FRWY  
HOUSTON TX 77037  
phone:281-982-9030  
fax:281-982-9033  
www.monkjcb.com

**Prepared By:**  
BRYAN MONK  
bryan.monk@monkjcb.com  
mobile:281.627.0140  
Quote Date: 10/03/23  
Valid Until: 11/27/23  
Quotation Reference: 374093

**Model: HD110WT 4F**

**Qty: 1**

### Equipment Description

JCB 110W T4F TAB  
Rear Parallel Dozer Option Incl Front Chassis Option Mounts  
Solideal/camso 9.00X20 Dual Wheels  
2000mm Dipper - High Flow/ Hammer/ Auxiliary Proportional With  
2X Low Flow Tab  
40kph Transmission  
North American Language Pack  
Climate Control  
Hand Held Tool Circuit Front  
High Pressure Quickhitch Pipework For 2000Mm Dipper  
Case Drain For 2000Mm Arm  
Rotating Amber Beacon  
Radio Kit - Includes Radio And Speakers  
Convenience Pack: 1X Usb, 1X 3.5Mm Jack And 1X 12V Socket  
Rear Screen Wiper With Wash  
Reverse Alarm Kit  
Wheel Fenders: For Dual And Floatation Wheels  
Trailer Towing Kit Clevis For Rear Dozer Or Rear Ssl Hitch  
Auto Up: Rear  
Reversible Fan  
Steelwrist First Fix Wiring Installation  
Road Kit  
Tool Kit  
Cold Climate Kit:twin Battery, Block Heater 120V  
Boom Tab Dipper And 2X Bucket HBCV: For 2000Mm Dipper  
Site-pro Pack For Tab  
Steelwrist QCS50 Quick Coupler  
Steelwrist X2 S50 Tilt Rotator  
Steelwrist X12 Central Lubrication  
Steelwrist X12 Gripper Cassette  
Steelwrist GB9-S50 Grading Bucket 55 inch  
Steelwrist DB6T-S50 Digging Bucket 24 inch  
Steelwrist MG25 Grapple  
IronCraft EXBC142044 46 inch Standard Duty Brush Cutter

Equipment Total 229,961.61

Total Customer Sale Price 229,961.61

Notes: 2 Year or 2000 Hour Factory Warranty  
5 Year LiveLink GPS Telematics Subscription Included  
Sourcewell: #040319-JCB – Pricing is based on Sourcewell terms.

Availability would be approximately 120 days or less from award.

Subject to availability. Subject to all applicable taxes. All pricing subject to quarterly manufacturer discount offerings may change without prior notice. Quoted Finance amounts/terms subject to Credit Approval. \*\*Warranty does not reimburse for travel time therefore all warranty repairs not performed at the Dealer's premises may be subject to a trip charge.





**Prepared For:**  
City of Tomball  
501 James St.  
Tomball TX 77375

fax:fax:

**Dealer Information**  
MONK JCB  
11211 NORTH FRWY  
HOUSTON TX 77037  
phone:281-982-9030  
fax:fax:281-982-9033  
www.monkjcb.com

**Prepared By:**  
BRYAN MONK  
bryan.monk@monkjcb.com  
mobile:281.627.0140  
Quote Date: 10/03/23  
Valid Until: 11/27/23  
Quotation Reference: 374093

**Model: HD110WT 4F**

**Qty: 1**

Customer Acceptance: \_\_\_\_\_

Date \_\_\_\_\_

Dealer \_\_\_\_\_

Date \_\_\_\_\_





## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

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

End User: TOMBALL PD

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: FORD POLICE INTERCEPTOR UTILITY

Date: September 26, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ **42,926.00**

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
K8A	2023 FORD PIU	\$ 1,995.00	76R	REVERSE SENSING	\$ 275.00
99B	3.3L V6 DIRECT-INJECTION ENGINE	\$ -	87R	REAR VIEW CAM	N/C
86T	TAIL LAMP/POLICE HOUSING	\$ 60.00			
17A	AUX AIR	\$ 610.00			
55F	KEY FOB	\$ 340.00			
60A	GRILLE LIGHTS, SIREN, SPEAKER WIRING	\$ 50.00			
61B	OBD-II SPLITTER	\$ 55.00			
51R	DRIVER SIDE SPOT LED	\$ 395.00			

Total of B. Published Options: \$ **3,780.00**

Published Option Discount (5%) \$ **(89.25)**

### C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR- UM BLACK	
		INTERIOR- 96	
		**PRODUCTION PERMITTING**	

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):

\$ **250.00**

F. Contract Price Adjustment:

G. Additional Delivery Charge:

99

\$ **173.25**

H. Subtotal:

\$ **47,040.00**

I. Quantity Ordered 2 x H =

\$ **94,080.00**

J. Trade in:

K.

L. Total Purchase Price

\$ **94,080.00**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 10/16/2023

#### Topic:

Approve an agreement with Silsbee Ford, for two Ford Police Interceptor Utility vehicles through the TIPS Cooperative Purchasing (Contract TIPS USA #210907 AUTOMOBILES) for a not-to-exceed amount of \$94,080 authorize the expenditure of funds therefore and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

#### Background:

As part of the FY 2023-2024 budget process, the Police Department requested the purchase of police vehicles. These vehicles are used for police work including patrol, traffic enforcement and response to calls for service in the City of Tomball and surrounding areas.

The vehicles were budgeted at \$85,000.00 each to include upfit. The quote received from TIPS purchasing cooperative was \$47,040.00 per vehicle prior to upfit. Funding will be allocated at a later date once vehicles have been received for upfitting.

**Origination:** Police Department

#### Recommendation:

Staff recommend approving the purchase of these vehicles as appropriated in the Fiscal Year 2022-2023.

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

#### 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: #650-651-6405 Fleet Replacement & 100-121-6405

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

Signed	<u>Brandon Patin</u>	Approved by	<u></u>
	Staff Member		City Manager
	Date		Date



## PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDORDONALSON CDJR, LLC, 1305 Hwy 96 BYPASS, Silsbee TX 77656

End User: TOMBALL PD

Prepared by: SETH GAMBLIN

Contact: \_\_\_\_\_

Phone: 512.436.1313

Email: \_\_\_\_\_

Email: SGAMBLIN.SILSBEEFLEET@GMA

Product Description: DODGE DURANGO POLICE V8

Date: September 26, 2023

A. Bid Item: \_\_\_\_\_

A. Base Price: \$ 36,405.00

### B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
WDEE75	2023 DODGE DURANGO POLICE	\$ -		POLICE GROUP	\$ -
EZH	5.7L V8 HEMI MDS VVT ENGINE AWD	\$ 7,995.00		ABS 4-WHEEL HD DISC BRAKES	
DFD	8 SPEED AUTO TRANS	\$ -		255/60R18 BSW ON/OFF ROAD TIRES	
				POLICE TUNED SUSPENSION	
A7	CLOTH BUCKET / REAR VINYL	\$ 135.00		I/P MOUNTING ELEC SHIFTER	
XCS	4 EXTRA KEY FOBS	\$ 115.00		130 MPH MAXIMUM SPEED CALIBRATION	
				AUX SWITCHES	
LNF	BLACK DRIVER SIDE SPOT	\$ 610.00		4 KEY FOBS	

Total of B. Published Options: \$ 8,855.00

Published Option Discount (5%) \$ (342.75)

### C. Unpublished Options

\$= 0.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR COLOR-BLACK	
		INTERIOR-	
		**UNIT ON ORDER	

\$ -

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: 99 miles

\$ 173.25

H. Subtotal:

\$ 45,340.50

I. Quantity Ordered 7 x H =

\$ 317,383.50

J. Trade in: \_\_\_\_\_

K. \_\_\_\_\_

L. Total Purchase Price

\$ 317,383.50

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** 10/16/2023

**Topic:**

Approve an agreement with Donalson CDJR LLC, for seven Police Dodge Durangos through the TIPS Cooperative Purchasing (Contract TIPS US #210907 AUTOMOBILES) for a not-to-exceed amount of \$317,383.50 authorize the expenditure of funds therefore and authorize the City Manager any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

## Background:

As part of the FY 2023-2024 budget process, the Police department requested the purchase of police vehicles. These vehicles are used for police work including patrol, traffic enforcement and response to calls for service in the City of Tomball and surrounding areas.

The vehicles were budgeted at \$85,000 each to include upfit. The quote received from TIPS purchasing cooperative was \$45,340.50 per vehicle prior to upfit. Funding will be allocated at a later date once vehicles have been received for upfitting.

**Origination:** Police Department

### Recommendation:

Staff recommend approving the purchase of these vehicles as appropriated in the Fiscal Year 2023-2024.

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

**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: #650-651-6405 Fleet Replacement

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

Signed	Brandon Patin	Approved by	
	Staff Member		City Manager
	Date		Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: 10/16/2023

#### Topic:

Approve an agreement with Deere & Company and King Ranch Ag & Turf for two zero turn mowers, three UTV/Gators and one compact utility tractor through the Sourcewell Cooperative Purchasing (Contract Ground Maintenance #031121-DAC) for a not-to-exceed amount of \$116,383.59 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 2023-2024 budget.

#### Background:

As part of the FY 2023-2024 budget process, the Public Works department requested the purchase of multiple maintenance vehicles. All vehicles and equipment listed below are replacements and are used to enhance and preserve the service levels throughout the City of Tomball Public Works.

The vehicles were budgeted at \$133,000 and quotes received from the Sourcewell purchasing cooperative is \$116,383.59.

DEPARTMENT	VEHICLE TYPE	BUDGETED AMOUNT	QUOTED AMOUNT
Utilities-Sewer	Zero Turn Mower	\$20,000	\$17,512.11
Utilities-Sewer	UTV/Gator	\$20,000	\$15,559.98
Streets	UTV/Gator	\$21,000	\$19,607.43
Streets	UTV/Gator	\$21,000	\$19,607.43
Parks	Zero Turn Mower	\$21,000	\$16,550.38
Parks	Compact Utility Tractor	\$30,000	\$27,546.26
<b>Total</b>		<b>\$133,000</b>	<b>\$116,383.59</b>

**Origination:** Public Works

**Recommendation:** Staff recommends approving the purchase of the vehicle as appropriated in the Fiscal Year 2023-2024.

**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: 650-651-6405 & 650-652-6405

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

- ☐ 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

**For any questions, please contact:**

**Andrew Hartnup**

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

Tel: 281-353-0204

Fax: 281-288-7566

Email: hartnup.andrew@brooksideusa.com

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

**Quote Summary**
**Prepared For:**

City Of Tomball  
TX

**Delivering Dealer:**
**King Ranch Ag & Turf**

Andrew Hartnup  
19003 I-45 North Fwy  
Spring, TX 77388  
Phone: 281-353-0204  
hartnup.andrew@brooksideusa.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:** 29687844

**Created On:** 27 September 2023

**Last Modified On:** 27 September 2023

**Expiration Date:** 27 October 2023

**Equipment Summary**

JOHN DEERE Z994R Diesel  
Commercial ZTrak

**Selling Price**

**Qty**

**Extended**

\$ 17,512.11 X 1 = \$ 17,512.11

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** September 26, 2023

**Equipment Total**

**\$ 17,512.11**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 17,512.11

Trade In

SubTotal **\$ 17,512.11**

Est. Service \$ 0.00

Agreement Tax

Total \$ 17,512.11

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 17,512.11**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29687844

**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

## JOHN DEERE Z994R Diesel Commercial ZTrak

**Hours:**
**Stock Number:**

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Selling Price \***  
\$ 17,512.11

**Price Effective Date:** September 26, 2023

\* 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	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1040	24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks	1	\$ 1,249.00	23.00	\$ 287.27	\$ 961.73	\$ 961.73
1504	60 In. 7-IRON PRO™ Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2092	Deluxe Comfort Seat with Armrests and Isolation (24" High Back)	1	\$ -345.00	23.00	\$ -79.35	\$ -265.65	\$ -265.65
<b>Standard Options Total</b>			<b>\$ 904.00</b>		<b>\$ 207.92</b>	<b>\$ 696.08</b>	<b>\$ 696.08</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BTK	blower	1	\$ 10,500.00	100.00	\$ 10,500.00	\$ 0.00	\$ 0.00
<b>Dealer Attachments Total</b>			<b>\$ 10,500.00</b>		<b>\$ 10,500.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services</b>							
<b>Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 33,243.00</b>		<b>\$ 15,730.89</b>	<b>\$ 17,512.11</b>	<b>\$ 17,512.11</b>

**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

- ☐ 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

**For any questions, please contact:**

**Andrew Hartnup**

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

Tel: 281-353-0204

Fax: 281-288-7566

Email: hartnup.andrew@brooksideusa.com

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

**Quote Summary**
**Prepared For:**

City Of Tomball  
TX

**Delivering Dealer:**
**King Ranch Ag & Turf**

Andrew Hartnup  
19003 I-45 North Fwy  
Spring, TX 77388  
Phone: 281-353-0204  
hartnup.andrew@brooksideusa.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:** 29686137

**Created On:** 26 September 2023

**Last Modified On:** 26 September 2023

**Expiration Date:** 26 October 2023

**Equipment Summary**

JOHN DEERE GATOR™ XUV835M  
(Model Year 2024)

**Selling Price**

\$ 19,607.43 X

**Qty**

2 =

**Extended**

\$ 39,214.86

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** September 25, 2023

**Equipment Total**

**\$ 39,214.86**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 39,214.86

Trade In

SubTotal **\$ 39,214.86**

Est. Service \$ 0.00

Agreement Tax

Total \$ 39,214.86

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 39,214.86**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29686137

**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

## JOHN DEERE GATOR™ XUV835M (Model Year 2024)

**Hours:**
**Stock Number:**
**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Selling Price \***  
\$ 19,607.43

**Price Effective Date:** September 25, 2023

\* 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)	2	\$ 20,249.00	14.00	\$ 2,834.86	\$ 17,414.14	\$ 34,828.28
<b>Standard Options - Per Unit</b>							
0202	United States	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1027	27" Maxxis Bighorn 2.0 extreme terrain radial tires on 14" Yellow Steel Wheels	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2031	Split Bench Seat - Black Vinyl	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OSR Nets	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4060	Black Roof	2	\$ 591.00	14.00	\$ 82.74	\$ 508.26	\$ 1,016.52
5006	Front Brush Guard	2	\$ 447.00	14.00	\$ 62.58	\$ 384.42	\$ 768.84
6349	Less Winch	2	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,038.00</b>		<b>\$ 145.32</b>	<b>\$ 892.68</b>	<b>\$ 1,785.36</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM26268	Front Attachment Harness (dash port)	2	\$ 169.06	14.00	\$ 23.67	\$ 145.39	\$ 290.78
BM26740	Front Cab Attachment Harness	2	\$ 90.96	14.00	\$ 12.73	\$ 78.23	\$ 156.46
BUC10608	Front Turn Signal Light Kit	2	\$ 107.00	14.00	\$ 14.98	\$ 92.02	\$ 184.04
BM26391	Horn Kit	2	\$ 40.66	14.00	\$ 5.69	\$ 34.97	\$ 69.94



JOHN DEERE

# Selling Equipment

Quote Id: 29686137

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

0000	strobes	2	\$ 950.00	0.00	\$ 0.00	\$ 950.00	\$ 1,900.00
<b>Dealer Attachments Total</b>			<b>\$ 1,357.68</b>		<b>\$ 57.07</b>	<b>\$ 1,300.61</b>	<b>\$ 2,601.22</b>
<b>Value Added Services</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>							
<b>Total Selling Price</b>			<b>\$ 22,644.68</b>		<b>\$ 3,037.25</b>	<b>\$ 19,607.43</b>	<b>\$ 39,214.86</b>

**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

- ☐ 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

**For any questions, please contact:**

**Andrew Hartnup**

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

Tel: 281-353-0204

Fax: 281-288-7566

Email: hartnup.andrew@brooksideusa.com

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

**Quote Summary**

**Prepared For:**

City Of Tomball  
TX

**Delivering Dealer:**

**King Ranch Ag & Turf**

Andrew Hartnup  
19003 I-45 North Fwy  
Spring, TX 77388  
Phone: 281-353-0204  
hartnup.andrew@brooksideusa.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:** 29687844

**Created On:** 27 September 2023

**Last Modified On:** 27 September 2023

**Expiration Date:** 27 October 2023

**Equipment Summary**

**Selling Price**

**Qty**

**Extended**

JOHN DEERE Z994R Diesel  
Commercial ZTrak

\$ 16,550.38 X 1 = \$ 16,550.38

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** September 26, 2023

**Equipment Total**

**\$ 16,550.38**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 16,550.38

Trade In

SubTotal **\$ 16,550.38**

Est. Service \$ 0.00

Agreement Tax

Total \$ 16,550.38

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 16,550.38**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29687844

**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

## JOHN DEERE Z994R Diesel Commercial ZTrak

**Hours:**
**Stock Number:**

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Selling Price \***  
\$ 16,550.38

**Price Effective Date:** September 26, 2023

\* 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	23.00	\$ 5,022.97	\$ 16,816.03	\$ 16,816.03
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. 7-IRON PRO™ Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2092	Deluxe Comfort Seat with Armrests and Isolation (24" High Back)	1	\$ -345.00	23.00	\$ -79.35	\$ -265.65	\$ -265.65
<b>Standard Options Total</b>			<b>\$ -345.00</b>		<b>\$ -79.35</b>	<b>\$ -265.65</b>	<b>\$ -265.65</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BTK	blower	1	\$ 10,500.00	100.00	\$ 10,500.00	\$ 0.00	\$ 0.00
<b>Dealer Attachments Total</b>			<b>\$ 10,500.00</b>		<b>\$ 10,500.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Value Added Services</b>							
<b>Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 31,994.00</b>		<b>\$ 15,443.62</b>	<b>\$ 16,550.38</b>	<b>\$ 16,550.38</b>

**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

- ☐ 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

**For any questions, please contact:**

**Andrew Hartnup**

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

Tel: 281-353-0204

Fax: 281-288-7566

Email: [hartnup.andrew@brooksideusa.com](mailto:hartnup.andrew@brooksideusa.com)

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

**Quote Summary**
**Prepared For:**

City Of Tomball  
TX

**Delivering Dealer:**
**King Ranch Ag & Turf**

Andrew Hartnup  
19003 I-45 North Fwy  
Spring, TX 77388  
Phone: 281-353-0204  
hartnup.andrew@brooksideusa.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:** 29686162

**Created On:** 26 September 2023

**Last Modified On:** 27 September 2023

**Expiration Date:** 26 October 2023

**Equipment Summary**

JOHN DEERE GATOR™HPX815E  
(Model Year 2024)

**Selling Price**

\$ 15,559.98 X

**Qty**

1 =

**Extended**

\$ 15,559.98

**Contract:** Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** September 25, 2023

**Equipment Total**

**\$ 15,559.98**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total \$ 15,559.98

Trade In

SubTotal **\$ 15,559.98**

Est. Service \$ 0.00

Agreement Tax

Total \$ 15,559.98

Down Payment (0.00)

Rental Applied (0.00)

**Balance Due \$ 15,559.98**

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29686162      **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

## JOHN DEERE GATOR™HPX815E (Model Year 2024)

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Selling Price \***  
\$ 15,559.98

**Price Effective Date:** September 25, 2023

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57HCM	GATOR™HPX815E (Model Year 2024)	1	\$ 16,599.00	14.00	\$ 2,323.86	\$ 14,275.14	\$ 14,275.14
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
1011	High-Performance All-Purpose (HPAP) Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2007	Standard Bench Seat - Black	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
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 573.00	14.00	\$ 80.22	\$ 492.78	\$ 492.78
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 591.00	14.00	\$ 82.74	\$ 508.26	\$ 508.26
4201	Front Brush Guard	1	\$ 330.00	14.00	\$ 46.20	\$ 283.80	\$ 283.80
<b>Standard Options Total</b>			<b>\$ 1,494.00</b>		<b>\$ 209.16</b>	<b>\$ 1,284.84</b>	<b>\$ 1,284.84</b>
Value Added Services Total							
			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 18,093.00</b>		<b>\$ 2,533.02</b>	<b>\$ 15,559.98</b>	<b>\$ 15,559.98</b>

**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

- ☐ 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

**For any questions, please contact:**

**Andrew Hartnup**

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

Tel: 281-353-0204

Fax: 281-288-7566

Email: [hartnup.andrew@brooksideusa.com](mailto:hartnup.andrew@brooksideusa.com)

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

**Quote Summary**
**Prepared For:**

City Of Tomball  
TX

**Delivering Dealer:**
**King Ranch Ag & Turf**

Andrew Hartnup  
19003 I-45 North Fwy  
Spring, TX 77388  
Phone: 281-353-0204  
hartnup.andrew@brooksideusa.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:** 29686372  
**Created On:** 26 September 2023  
**Last Modified On:** 27 September 2023  
**Expiration Date:** 26 October 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 3025E Compact Utility Tractor	\$ 24,805.00 X	1 =	\$ 24,805.00
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)			
<b>Price Effective Date:</b> September 26, 2023			
Frontier RC4060 Rotary Cutter	\$ 2,741.26 X	1 =	\$ 2,741.26
<b>Contract:</b> Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)			
<b>Price Effective Date:</b> September 26, 2023			
<b>Equipment Total</b>			<b>\$ 27,546.26</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 27,546.26
Trade In	
SubTotal	<b>\$ 27,546.26</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,546.26
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 27,546.26</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29686372      **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

## JOHN DEERE 3025E Compact Utility Tractor

**Hours:**

**Stock Number:**

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**Selling Price \***  
**\$ 24,805.00**

**Price Effective Date:** September 26, 2023

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1357LV	3025E Compact Utility Tractor	1	\$ 22,790.00	18.00	\$ 4,102.20	\$ 18,687.80	\$ 18,687.80
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	Factory Installed Loader with Bucket	1	\$ 6,828.00	18.00	\$ 1,229.04	\$ 5,598.96	\$ 5,598.96
4060	iMatch™ Quick Hitch Category 1	1	\$ 373.00	18.00	\$ 67.14	\$ 305.86	\$ 305.86
4110	Draft Links - Flat Bar (Standard)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5210	15-19.5 6PR R4 Industrial	1	\$ 186.00	18.00	\$ 33.48	\$ 152.52	\$ 152.52
6210	25x8.50-14 6PR R4 Industrial	1	\$ 73.00	18.00	\$ 13.14	\$ 59.86	\$ 59.86
<b>Standard Options Total</b>			<b>\$ 7,460.00</b>		<b>\$ 1,342.80</b>	<b>\$ 6,117.20</b>	<b>\$ 6,117.20</b>
<b>Value Added Services</b>							
<b>Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 30,250.00</b>		<b>\$ 5,445.00</b>	<b>\$ 24,805.00</b>	<b>\$ 24,805.00</b>

## Frontier RC4060 Rotary Cutter



**JOHN DEERE**

# Selling Equipment

**Quote Id:** 29686372

**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

## Equipment Notes:

**Hours:**

**Stock Number:**

**Selling Price \***

**Contract:** Sourcewell Grounds Maintenance 031121-DAC  
(PG NB CG 70)

**\$ 2,741.26**

**Price Effective Date:** September 26, 2023

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2711XF	RC4060 Rotary Cutter	1	\$ 3,343.00	18.00	\$ 601.74	\$ 2,741.26	\$ 2,741.26
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English OM and Decals Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 3,343.00</b>		<b>\$ 601.74</b>	<b>\$ 2,741.26</b>	<b>\$ 2,741.26</b>

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

**Topic:**

Adopt, on First Reading, Ordinance No. 2023-48, an Ordinance of the City of Tomball, Texas, Adopting Amendment Number 1 to the Original Budget of the City of Tomball, Texas for the Fiscal Year 2023-2024.

**Background:**

Ordinance No. 2023-48, adopting Amendment Number 1 to the Original Budget for the Fiscal Year 2023-2024, is presented for Council consideration and adoption.

The amounts included in Exhibit A represent amendments to the Fiscal Year 2023-2024 Original Budget for the following items:

- The purchase and temporary improvements to 810 W. Main Street

**Origination:** City Staff

**Recommendation:**

Adopt, on First Reading, Ordinance No. 2023-48, adopting Amendment Number 1 to the Original Budget for the Fiscal Year 2023-2024.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** Katherine Tapscott 10/11/2023 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2023-48**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ADOPTING AN AMENDMENT TO THE ORIGINAL BUDGET OF THE CITY OF TOMBALL, TEXAS, FOR THE FISCAL YEAR 2023-2024; CONTAINING FINDINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING OTHER DETAILS RELATING TO THE SUBJECT.**

\* \* \* \* \*

WHEREAS, the City of Tomball, Texas, Budget for the Fiscal Year 2023-2024 was adopted within the time and in the manner required by State law; and

WHEREAS, the City Council hereby finds and determines that it is necessary to amend to said Budget; 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 hereby found to be true and correct.

**Section 2.** The City of Tomball, Texas, Fiscal Year 2023-2024 Budget is hereby amended to make the changes reflected on the attached Amendment attached to this Ordinance as Exhibit “A” and made a part hereof for all purposes. This **Amendment to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2023-2024** shall be attached to and made a part of the Original Budget by the City Secretary and filed as required by State law.

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

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

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

**EXHIBIT A**

**Fiscal Year 2023-2024  
Budget Amendment Number 1**

<b>GENERAL FUND</b>	<b>FY 2023-2024 Total Budget</b>	<b>10/16/2023 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Contributions	\$ 35,000	\$ -	\$ 35,000
Fines and Warrants	295,250	-	295,250
Franchise Taxes	930,000	-	930,000
Interest	750,000	-	750,000
Other Revenue	143,000	-	143,000
Permits & Licenses	1,359,500	-	1,359,500
Property Taxes	5,225,000	-	5,225,000
Sales Taxes	15,700,000	-	15,700,000
Services	5,627,331	-	5,627,331
Enterprise Transfers In	2,500,000	-	2,500,000
<b>Total Revenues</b>	<b>\$ 32,565,081</b>	<b>\$ -</b>	<b>\$ 32,565,081</b>
<b>Expenditures:</b>			
Administrative	\$ 627,800	\$ -	\$ 627,800
Building Permits and Inspections	612,150	-	612,150
Mayor and Council	82,800	-	82,800
City Secretary	475,100	-	475,100
Human Resources	524,700	-	524,700
Finance	1,061,850	-	1,061,850
Information Systems	2,024,800	-	2,024,800
Legal	160,000	-	160,000
Non-Departmental	3,188,470	2,000,000	5,188,470
Police	8,023,700	-	8,023,700
Municipal Court	563,000	-	563,000
Community Center	201,600	-	201,600
Fire	3,550,300	-	3,550,300
Emergency Management	27,950	-	27,950
ESD #15 Station 5	2,395,150	-	2,395,150
Public Works Administration	311,400	-	311,400
Garage	208,050	-	208,050
Parks	834,900	-	834,900
Streets	2,372,800	-	2,372,800
Sanitation	2,268,700	-	2,268,700
Engineering and Planning	1,121,000	-	1,121,000
Facilities Maintenance	1,635,900	-	1,635,900
Transfer Out to Hotel Occupancy	126,000	-	126,000
Transfer Out to Health Insurance	2,831,000	-	2,831,000
<b>Total Expenditures</b>	<b>\$ 35,229,120</b>	<b>\$ 2,000,000</b>	<b>\$ 37,229,120</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (2,664,039)</b>	<b>\$ (2,000,000)</b>	<b>\$ (4,664,039)</b>

**EXHIBIT A****Fiscal Year 2023-2024  
Budget Amendment Number 1**

<b>ENTERPRISE FUND</b>	<b>FY 2023-2024 Total Budget</b>	<b>10/16/2023 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Water Sales	\$ 8,215,000	\$ -	\$ 8,215,000
Sewer Sales	3,200,000	-	3,200,000
Gas Sales	3,500,000	-	3,500,000
Tap Fees	675,000	-	675,000
Reconnect Fees	-	-	-
Interest	75,000	-	75,000
Contributions	-	-	-
Other	261,000	-	261,000
Transfers In	-	-	-
<b>Total Revenues</b>	<b>\$ 15,926,000</b>	<b>\$ -</b>	<b>\$ 15,926,000</b>
<b>Expenditures:</b>			
Enterprise Administration	\$ 4,617,350	\$ 1,000,000	\$ 5,617,350
Utility Billing	823,300	-	823,300
Water	6,529,400	-	6,529,400
Wastewater	2,277,550	-	2,277,550
Gas	3,230,775	-	3,230,775
<b>Total Expenditures</b>	<b>\$ 17,478,375</b>	<b>\$ 1,000,000</b>	<b>\$ 18,478,375</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (1,552,375)</b>	<b>\$ (1,000,000)</b>	<b>\$ (2,552,375)</b>

**EXHIBIT A****Fiscal Year 2023-2024  
Budget Amendment Number 1**

<b>CAPITAL PROJECTS FUND</b>	<b>FY 2023-2024 Total Budget</b>	<b>10/16/2023 Amendment</b>	<b>Amended Budget</b>
<b>Revenues:</b>			
Transfers from General Fund	\$ -	\$ 2,000,000	\$ 2,000,000
Transfers from Enterprise Fund	350,000	1,000,000	1,350,000
Transfers from Other Sources	3,771,135	-	3,771,135
Debt Proceeds	28,000,000	-	28,000,000
Other Revenue Sources	2,241,834	-	2,241,834
Interest	1,000,000	-	1,000,000
<b>Total Revenues</b>	<b>\$ 35,362,969</b>	<b>\$ 3,000,000</b>	<b>\$ 38,362,969</b>
<b>Expenditures:</b>			
Capital Outlay - General Fund	\$ 6,639,895	\$ 3,000,000	\$ 9,639,895
Capital Outlay - Enterprise Fund	42,173,876	-	42,173,876
Capital Outlay - Sewer/Water Impact Fees	4,239,000	-	4,239,000
<b>Total Expenditures</b>	<b>\$ 53,052,771</b>	<b>\$ 3,000,000</b>	<b>\$ 56,052,771</b>
<b>Revenues Over/(Under) Expenditures</b>	<b>\$ (17,689,802)</b>	<b>\$ -</b>	<b>\$ (17,689,802)</b>

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Consider appointments to the Tax Increment Reinvestment Zone Number 3 Board of Directors, including appointment of a Board Chair.

#### Background:

On December 6, 2021, the City Council adopted Ordinance No. 2021-39 establishing Tax Increment Reinvestment Zone No. 3 (Lovett TIRZ) for the purposes of dedicating incremental tax revenue from the designated area in support of eligible project costs.

As part of the TIRZ creation, the City Council must appoint board members to serve as a recommending body to the City Council regarding TIRZ matters. Per the adopted ordinance, the City Council needs to appoint five (5) TIRZ board members. Because of the commitments of the TIRZ being outlined in the approved development agreement with LIT Interchange 249 Business Park, LLC, City Council has already provided direct guidance as to how the TIRZ will be administered. As such, staff recommends the City Council concurrently serves as the TIRZ No. 3 Board of Directors for efficiency in managing TIRZ actions.

In addition, Chapter 311.009(f) of the Texas Tax Code, the governing body (meaning City Council) that created the TIRZ shall appoint the chairperson of the TIRZ Board of Directors. The TIRZ Board will be able to select a vice chair at their first meeting, along with drawing of lots to determine to terms for each board member.

**Origination:** City Manager's Office

#### Recommendation:

Staff recommends appointment of the City Council as the TIRZ No. 3 Board of Directors.

**Party(ies) responsible for placing this item on agenda:** Jessica Rogers, Assistant City Manager

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** Jessica Rogers 10/11/2023 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**ORDINANCE NO. 2021-39**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS; CREATING THE “TAX INCREMENT REINVESTMENT ZONE NUMBER THREE” OVER THE AREA GENERALLY LOCATED AT THE SOUTHWEST CORNER OF GRAND PARKWAY 99 AND ROCKY ROAD, HARRIS COUNTY, TEXAS; DESIGNATING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HEREIN; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City Council (the “Council”) of the City of Tomball, Texas (the “City”) hereby determines that the creation of a tax increment reinvestment zone to be named the “City of Tomball Tax Increment Reinvestment Zone Number Three” (the “TIRZ No. 3”) is necessary to promote the development or redevelopment of the area generally located at the southwest corner of Grand Parkway 99 and Rocky Road in Tomball, Texas (the “Area”), with the boundaries of TIRZ No. 3 to encompass the Area, and with such boundaries being more particularly depicted and described in “Exhibit A” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, on November 29, 2021, after giving proper legal notice, the Council held a public hearing where all interested persons were given the opportunity to speak and present evidence for and against the creation of TIRZ No. 3; and

**WHEREAS**, the Council hereby determines that a tax increment fund for TIRZ No. 3 must be established as required by law (the “TIRZ Fund”), with the TIRZ Fund being more particularly described in “Exhibit B” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, the Council hereby determines that Preliminary Reinvestment Zone Project and Financing Plans must be prepared as required by law for TIRZ No. 3 (the “Preliminary Plans”), with the Preliminary Plans being included as “Exhibit D” attached to and incorporated in this Ordinance for all purposes; and

**WHEREAS**, the Council hereby determines that Area within TIRZ No. 3 meets the criteria for a tax increment reinvestment zone under Chapter 311 of the Texas Tax Code, and the Council hereby determines that proposed improvements in TIRZ No. 3 will significantly enhance the value of all taxable real property in TIRZ No. 3 and will be of general benefit to the City, and that development of the Area would not occur in the foreseeable future solely through private investment; and

**WHEREAS**, the Council hereby determines that a board of directors shall be created for the administration, management, and operation of TIRZ No. 3 and for the implementation of the project and financing plans of TIRZ No. 3 (the “Board”), with the Board being composed of five (5) members appointed by the Council in accordance with Texas Tax Code 311.009(a); and, **NOW**

**THEREFORE,**

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

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

**SECTION 2.** THAT as provided in Chapter 311 of the Texas Tax Code, the "Tax Increment Reinvestment Zone Number Three" ("TIRZ No. 3") is hereby designated and established over the area described in "Exhibit A".

**SECTION 3.** THAT the purpose of TIRZ No. 3 shall be primarily for encouraging development and construction of infrastructure.

**SECTION 4.** THAT TIRZ No. 3 shall be effective for a period of thirty (30) years or until such time as the debt is paid off, whichever is less, commencing on the date of the adoption hereof.

**SECTION 5.** THAT a tax increment fund is hereby established for TIRZ No. 3 as fully described in "Exhibit B".

**SECTION 6.** THAT a board of directors for TIRZ No. 3 is hereby created as fully described in "Exhibit C".

**SECTION 7.** THAT all other ordinances or parts of ordinances in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed.

**SECTION 8.** THAT in the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance, or the application of the same, to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and, the Council, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**SECTION 9.** THAT this Ordinance shall be in full force and effect from and after its passage.

FIRST READING:

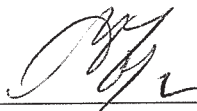
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 29TH DAY OF NOVEMBER 2021.

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

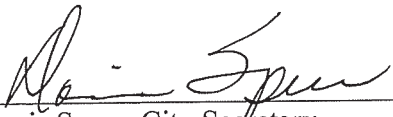
SECOND READING:

READ, PASSED, APPROVED AND ORDAINED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF DECEMBER 2021.

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

  
\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

  
\_\_\_\_\_  
Doris Speer, City Secretary

**Exhibit A – TIRZ No. 3: Property Description**

RP-2022-52099

[illegible]

- [illegible]

[illegible][illegible]

LOVETT INDUSTRIAL, LLC  
 171 INTERCHANGE 249 BUSINESS PARK, LLC,  
 A DELAWARE LIMITED LIABILITY COMPANY  
 FIRST AMERICAN TITLE INSURANCE COMPANY

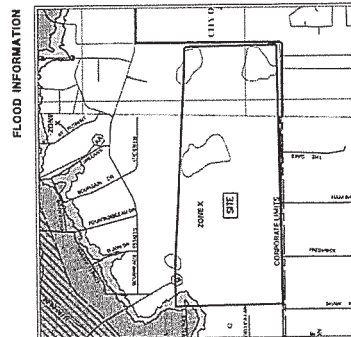


**WINDROSE**  
AND SURVEYING | PLATING

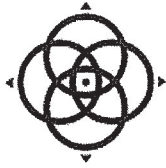
ALTA/NSPS LAND TITLE SURVEY OF  
240.075 AC. / 10,457,658 SQ. FT.  
SITUATED IN THE  
AUGUSTE SENECHAL SURVEY  
ABSTRACT NO. 722  
HARRIS COUNTY, TEXAS

DATE	REASON	BY
07/30/2021	ADDED PREFERENCE / WELL LOCATIONS	MC
08/05/2021	ADDED COMMENTS	PK
08/26/2021	RENDED NEW CUSION ZONES	PK
10/26/2021	REVIEW UPDATED TITLE COVANTMENT	PK
	REVIEWED LOCAL	PK

FILED BY: J	CHECKED BY: PK	JOB NO	56941-ALTA
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# WINDROSE

LAND SURVEYING | PLATTING

## DESCRIPTION OF 240.075 ACRES OR 10,457,658 SQ. FT.

A TRACT OR PARCEL CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND SITUATED IN THE AUGUSTE SENERCHAL SURVEY, ABSTRACT NO. 722, HARRIS COUNTY, TEXAS, BEING A RESIDUE OF A CALLED 314.8179 ACERS DESCRIBED IN DEED TO EXXON MOBILE CORPORATION, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. W883345, WITH SAID 240.075 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

**BEGINNING** AT A BRASS DISK FOUND ON THE NORTHWEST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF ROCKY ROAD (60 FEET WIDE) AND THE SOUTH R.O.W. LINE OF STATE HIGHWAY 99 (WIDTH VARIES) DESCRIBED IN H.C.C.F. NO. 20150158935, MARKING A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 47 DEG. 13 MIN. 03 SEC. EAST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 48.58 FEET TO A 5/8 INCH IRON ROD FOUND ON THE SOUTHEAST END OF SAID CUTBACK CORNER, FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, ALONG THE WEST LINE OF SAID ROCKY ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02 DEG. 48 MIN. 39 SEC. EAST, A DISTANCE OF 69.85 FEET TO A BRASS DISK FOUND FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

NORTH 87 DEG. 08 MIN. 19 SEC. EAST, A DISTANCE OF 9.43 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 54 MIN. 51 SEC. EAST, A DISTANCE OF 1,737.73 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTHEAST END OF A CUTBACK CORNER LOCATED AT THE INTERSECTION OF SAID ROCKY ROAD AND THE NORTH R.O.W. LINE OF BOUDREAUX ROAD (60 FEET WIDE), MARKING THE MOST EASTERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, SOUTH 42 DEG. 03 MIN. 13 SEC. WEST, ALONG THE SAID CUTBACK LINE, A DISTANCE OF 21.23 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHWEST END OF SAID CUTBACK MARKING A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; FROM WHICH A 1/2 INCH IRON ROD BEARS FOR REFERENCE SOUTH 30 DEG. 14 MIN. 11 SEC. WEST, A DISTANCE OF 3.93 FEET.

**THENCE**, SOUTH 87 DEG. 01 MIN. 16 SEC. WEST, ALONG THE NORTH R.O.W. LINE OF SAID BOUDREAUX ROAD, A DISTANCE OF 5,152.11 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TSI 5269" FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.6619 ACRE TRACT DESCRIBED IN DEED TO COUNTY OF HARRIS, AS RECORDED UNDER H.C.C.F. NO. 20130144685, AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE**, NORTH 03 DEG. 04 MIN. 42 SEC. WEST, ALONG THE EAST LINE OF SAID CALLED 5.6619 ACRE TRACT, A DISTANCE OF 2,163.53 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH LINE OF SAID STATE HIGHWAY 99, MARKING THE NORTHEAST CORNER OF SAID CALLED 5.6619 ACRE TRACT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

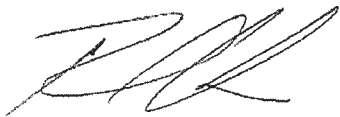
**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

NORTH 87 DEG. 03 MIN, 20 SEC. EAST, A DISTANCE OF 269.34 FEET (CALLED 269.61') TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT OF TANGENCY;

SOUTH 88 DEG. 53 MIN. 15 SEC. EAST, A DISTANCE OF 3,514.68 FEET TO A BRASS DISK MARKING THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 11,659.16 FEET, A CENTRAL ANGLE OF 02 DEG. 44 MIN. 46 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 44 MIN. 22 SEC. EAST - A DISTANCE OF 558.75 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 240.075 ACRES OR 10,457,658 SQUARE FEET OF LAND.



ROBERT KNESS  
R.P.L.S. NO. 6599  
STATE OF TEXAS  
FIRM REGISTRATION NO. 10108800



7-12-2021  
DATE:

### **Exhibit B – TIRZ No. 3: Tax Increment Fund**

(a) A tax increment fund to be called “TIF Fund Number 3” is hereby established for TIRZ No. 3 (the “Fund”).

(b) The Fund may be divided into additional accounts and subaccounts authorized by resolution or ordinance of the City Council (the “Council”) of the City of Tomball (the “City”). The Fund shall consist of:

1. The percentage of the tax increment as defined by Section 311.012(A) of the Texas Tax Code (the “Code”), that each taxing unit which levies real property taxes in TIRZ No. 3, other than the City, has elected to dedicate to the Fund under an agreement with the City authorized by Section 311.013(f) of the Code; and,
2. Seventy-five (75%) of the City’s portion of the tax increment from TIRZ No. 3, as defined by Section 311.012(a) of the Code.

(c) The Fund shall be maintained in an account at the depository bank of the City and shall be secured in the manner prescribed by law for Texas cities. In addition, all revenues from the following sources shall be deposited into the Fund:

1. The sale of any obligations, if any, hereafter issued by the City and secured in whole or part from the tax increment of TIRZ No. 3;
2. The sale of any property acquired as part of a plan adopted by the Board of Directors of TIRZ No. 3 (the “Board”); and,
3. Other revenues dedicated to TIRZ No. 3.

(d) Prior to the termination of TIRZ No. 3, money disbursed or transferred from the Fund may be used only to pay project costs, as defined by the Code, for TIRZ No. 3, to satisfy the claims of holders of obligations for TIRZ No. 3 or other issue of obligations secured by the Fund’s proceeds, or to pay obligations incurred pursuant to agreements entered into to implement plans adopted by the Board pursuant to the Code.

## **EXHIBIT C – TIRZ No. 3 Board of Directors**

### **Board of Directors**

A board of directors (the “Board”) is hereby created for Reinvestment Zone Three (“TIRZ No. 3”) as provided herein.

### **Organization and Procedure**

The Board shall consist of five (5) regular members who shall be nominated and appointed as follows:

Each taxing unit that levies taxes on real property in TIRZ No. 3 may appoint one (1) member to the Board if the taxing unit has approved the payment of all or part of the tax increment produced by the taxing unit into the tax increment fund for TIRZ No. 3. If a taxing unit chooses to not participate, then the City Council (the “Council”) of the City of Tomball (the “City”) may appoint a number of members to the Board such that the Board comprises five (5) members.

### **Qualifications**

All Board members shall be at least eighteen (18) years old and either: (a) be a resident of the county in which the zone is located or a county adjacent to that county; or, (b) own real property in the zone, whether or not the individual resides in the county in which the zone is located or a county adjacent to that county. Any Board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the Board.

### **Terms**

(a) Initial Board member appointments by the Council or a taxing unit shall be as follows:

1. No more than two (2) members shall be appointed for a term expiring December 31, 2022.
2. No more than three (3) members shall be appointed for a term expiring December 31, 2023.

(b) All appointments for Board members made after the initial appointments shall be for a term of two (2) years starting on January 1, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.

### **Duties**

(a) The Board shall act as an advisory board to the Council in the operation and administration of TIRZ No. 3, with all action by the Board being subject to Council approval.

(b) The authority and responsibility of the Board expressly includes:

1. Making recommendations to the Council regarding the administration of TIRZ No. 3;
2. Making recommendations to the Council regarding agreements that are necessary or convenient to implement the TIRZ No. 3 project plan and financing plan;

3. Making recommendations to the Council regarding agreements with local governments or political subdivisions for management of TIRZ No. 3;
4. Making recommendations to the Council regarding the expenditure of funds related to development and redevelopment of land within TIRZ No. 3;
5. Acting as the lead entity in working with other City boards and commissions regarding incentives, regulations, infrastructure, and all other physical and economic development decisions related to TIRZ No. 3; and,
6. Providing an annual progress report to the Council, and as requested by the Council.

### **Officers**

Each year, the Board shall recommend to the Council one (1) of its members to serve as Chairman for a term of one (1) year that begins on January 1 of the following year. The Council may accept the Board's recommendation or the Council may appoint the Chairman. The Board may elect a Vice-Chairman to preside in the absence of the Chairman or when there is a vacancy in the office of Chairman. The Board may elect other officers as it considers appropriate.

### **Bylaws**

The Board may write its own bylaws establishing its own rules for its regulation. Said bylaws and amendments thereto shall be filed with the City Secretary of the City.

### **Meetings**

(a) The Board should hold at least one (1) meeting per year. These meetings shall be open to the public and at a time and place of the Board's choosing. It may also hold such other meetings as may be necessary to accomplish the purpose of its creation. All meetings shall be public and shall conform to State law.

(b) All Board members, including the Chairperson, shall vote in matters considered by the Board.

### **Minutes**

The Board shall keep a record of its proceedings in a permanent book, and a signed copy of the minutes shall be given to the City Secretary of the City.

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Adopt, on First Reading, Ordinance 2023-44, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along the west side of Pine Street beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

#### Background:

Staff has expressed concerns regarding the vehicles parking along the west side of Pine Street both during the week and weekends, and especially during events and festivals. This concern has been evaluated and it was determined to be a safety hazard for vehicles turning south onto Pine Street from FM 2920.

Based on the traffic hazard being created, staff is recommending that a No Parking Zone be implemented along the west side of Pine Street between FM 2920 and Market Street in accordance with Section 545.302 of the Texas Transportation Code which prohibits stopping, standing, or parking within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway; or where an official sign prohibits stopping.

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

It shall be unlawful for any person to park, stop or stand along the west side of Pine Street, beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street.

**Origination:** Police Department

#### Recommendation:

Adopt, on First Reading, Ordinance Number 2024-44, authorizing a No Parking Zone along a portion of Pine Street.

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

#### FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

Signed	Jeff Bert	Approved by	
	Staff Member		
	Date		Date

**ORDINANCE NO. 2024-44**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES, SECTION 44-164, PARKING RESTRICTED ON CERTAIN STREETS, OF DIVISION 2, PROHIBITED. RESTRICTED ON CERTAIN STREETS, OF ARTICLE V, STOPPING, STANDING AND PARKING, OF CHAPTER 44, TRAFFIC AND VEHICLES, ESTABLISHING A “NO PARKING, STOPPING OR STANDING” ZONE ALONG THE WEST SIDE OF PINE STREET BEGINNING AT THE INTERSECTION OF FM 2920 AND PINE STREET, EXTENDING SOUTH APPROXIMATELY 275 FEET TO THE INTERSECTION PINE STREET AND MARKET STREET; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

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

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

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

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

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

**Section 2.** The City Council has determined that a “No Parking, Stopping or Standing” zone should be established along the west side of Pine Street beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street and the necessary traffic control signage altered or implemented to effectuate the establishment of the “No Parking, Stopping or Standing” zone.

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

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

**It shall be unlawful for any person to park, stop, or stand along the west side of Pine Street beginning at the intersection of FM 2920 and Pine Street, extending south approximately 275 feet to the intersection of Pine Street and Market Street.”**

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16<sup>TH</sup> DAY OF OCTOBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6<sup>TH</sup> DAY OF NOVEMBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

ATTEST:

\_\_\_\_\_

Lori Klein Quinn, Mayor

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Adopt, on First Reading, Ordinance 2023-45, an Ordinance of the City of Tomball, Texas, Amending its Code of Ordinances, Section 44-164, Parking Restricted on Certain Streets, Division 2, prohibited. Restricted on certain streets, of Article V, stopping, standing and parking, of Chapter 44, Traffic and Vehicles, establishing a “No Parking, Stopping or Standing” zone along the west side of South Cherry Street beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street; providing a penalty in the amount not to exceed \$200 for each violation hereof; making finding of fact; and providing for other related matters.

#### Background:

In June, Harris County Precinct 3 installed stop signs at the intersection of South Cherry Street and Market Street. City staff upgraded the signage to flashing stop signs shortly after to increase the visibility of the signage. Currently individuals are parking along the west of South Cherry Street creating a traffic hazard by blocking the visibility of the stop signs.

Based on the traffic hazard being created, staff is recommending that a No Parking Zone be implemented along the west side of South Cherry Street between FM 2920 and Market Street in accordance with Section 545.302 of the Texas Transportation Code which prohibits stopping, standing, or parking within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway; or where an official sign prohibits stopping.

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

It shall be unlawful for any person to park, stop or stand along the west side of South Cherry Street, beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street.

**Origination:** Police Department

#### Recommendation:

Adopt, on First Reading, Ordinance Number 2024-45, authorizing a No Parking Zone along a portion of South Cherry Street.

**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		Date

**ORDINANCE NO. 2023-45**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES, SECTION 44-164, PARKING RESTRICTED ON CERTAIN STREETS, OF DIVISION 2, PROHIBITED. RESTRICTED ON CERTAIN STREETS, OF ARTICLE V, STOPPING, STANDING AND PARKING, OF CHAPTER 44, TRAFFIC AND VEHICLES, ESTABLISHING A “NO PARKING, STOPPING OR STANDING” ZONE ALONG THE WEST SIDE OF SOUTH CHERRY STREET BEGINNING AT THE INTERSECTION OF FM 2920 AND SOUTH CHERRY STREET, EXTENDING SOUTH APPROXIMATELY 245 FEET TO THE INTERSECTION OF SOUTH CHERRY STREET AND MARKET STREET; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

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

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

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

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

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

**Section 2.** The City Council has determined that a “No Parking, Stopping or Standing” zone should be established along the west side of South Cherry Street beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street and the necessary traffic control signage altered or implemented to effectuate the establishment of the “No Parking, Stopping or Standing” zone.

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

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

**It shall be unlawful for any person to park, stop, or stand along the west side of South Cherry Street beginning at the intersection of FM 2920 and South Cherry Street, extending south approximately 245 feet to the intersection of South Cherry Street and Market Street.”**

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

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

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

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16<sup>TH</sup> DAY OF OCTOBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6<sup>TH</sup> DAY OF NOVEMBER 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

ATTEST:

\_\_\_\_\_

Lori Klein Quinn, Mayor

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** October 16, 2023

**Topic:**

Presentation, discussion and possible action regarding the Adoption of Updated Impact Fees for Water and Wastewater, in accordance with Chapter 395, Texas Local Government Code.

**Background:**

Presentation from Freese & Nichols, Inc. reviewing the completed study for the Water and Wastewater Impact Fees, providing recommendations and guidance for updated impact fee adoption. Two options for adopting the new impact fees will be provided. Option one will set the impact fees to the maximum allowable fee as permitted by Chapter 395 of the Texas Local Government Code. Option two allows for incremental increases over the next five years, in the same manner that has been done in the past.

Staff is seeking Council recommendation for the option Council would like to be implemented for the new impact fees based on the Water and Wastewater Impact Fee Study.

**Origination:** Project Management

**Recommendation:**

n/a

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



# CITY OF TOMBALL

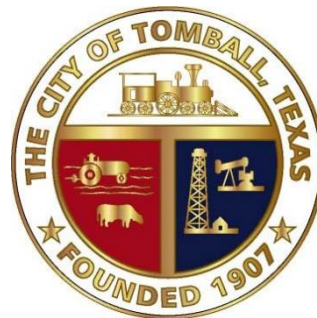
## DRAFT 2023 WATER AND WASTEWATER IMPACT FEE UPDATE

### PREPARED FOR:

City of Tomball

### PREPARED BY:

Freese and Nichols, Inc.  
11200 Broadway St., Suite 2320  
Pearland, Texas 77584  
832-456-4700



# **DRAFT WATER AND WASTEWATER IMPACT FEE UPDATE**

Prepared for:

**City of Tomball**

**DRAFT**

THIS DOCUMENT IS RELEASED  
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OF RICHARD WEATHERLY, P.E.,  
TEXAS NO. 100211 ON 7/7/2023.

IT IS NOT TO BE USED FOR  
CONSTRUCTION, BIDDING OR  
PERMIT PURPOSES.

FREESE AND NICHOLS, INC.  
TEXAS REGISTERED ENGINEERING  
FIRM F-2144

**DRAFT**

THIS DOCUMENT IS RELEASED  
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NO. 134745 ON 7/7/2023. IT IS

NOT TO BE USED FOR  
CONSTRUCTION, BIDDING OR  
PERMIT PURPOSES.

FREESE AND NICHOLS, INC.  
TEXAS REGISTERED ENGINEERING  
FIRM F-2144

Prepared by:

**FREESE AND NICHOLS, INC.**

11200 Broadway Street, Suite 2320  
Pearland, Texas 77584  
832-456-4700

FNI Project Number: TMB22779



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Appendix B	Water CIP Opinions of Probable Construction Costs (OPCCs)
Appendix C	Wastewater CIP Opinions of Probable Construction Costs (OPCCs)
Appendix D	Existing Water and Wastewater Facility Inventory
Appendix E	Anticipated Future Developments

## 1.0 BACKGROUND AND SCOPE

The City of Tomball (City) currently assesses water and wastewater impact fees for eligible capital improvement projects and facility expansions. These impact fees are implemented under the procedure outlined in Chapter 395 of the Texas Local Government Code (TLGC). Impact fees are defined in Chapter 395 of the TLGC as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” The methodology used herein satisfies the requirements of the TLGC Chapter 395 for impact fees. A copy of the TLGC Chapter 395 is included in **Appendix A**.

### 1.1 TEXAS LOCAL GOVERNMENT CODE

In September 2001, Texas Senate Bill 243 amended Chapter 395 establishing the current procedure for implementing impact fees. Chapter 395 requires an impact fee analysis before impact fees can be created, updated, and assessed. TLGC Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

TLGC Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

As a funding mechanism for capital improvements, impact fees allow cities to recover the costs associated with new infrastructure or facility expansions in order to serve future development. Statutory requirements mandate that impact fees be based on a specific list of improvements identified in a capital improvements plan and only the cost attributed (and necessitated) by new growth over a ten-year period may be considered.

## **1.2 IMPACT FEE UPDATE**

According to TLGC §395.052(a) a political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at a minimum of every five years. This report documents Tomball's update of the water and wastewater impact fee land use assumptions and capital improvement plans, previously updated in 2019. The City retained Freese and Nichols, Inc. (FNI) to conduct this *2023 Water and Wastewater Impact fee Update* (study).

The impact fee update process includes preparation of land use assumptions and development of impact fee eligible CIPs and associated costs. The impact fee calculation is limited to project recommendations within the next 10 years that will serve projected growth. The impact fee eligible water and wastewater capital improvement projects were identified by FNI during this study in collaboration with City staff. This report documents the calculation of the maximum allowable impact fees per service unit equivalents (SUEs) based on the updated land use assumptions and water and wastewater impact fee CIPs. TLGC §395.014(a)(7)(B) allows for "a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan." This method was utilized for the impact fee calculation during this study.

The impact fee update process includes workshops with the City's appointed Capital Improvement Plan Advisory Committee (CIPAC) and City Council. The CIPAC's role is to provide written comments on the proposed amendments to the land use assumptions, capital improvement plans, and impact fee to the City Council. The City Council sets the impact fees to be collected.

### 1.3 LIST OF ABBREVIATIONS

The list of abbreviations used in this report are presented in **Table 1-1**.

**Table 1-1: List of Abbreviations**

Abbreviation	Full Nomenclature
CCN	Certificate of Convenience and Necessity
CIP	Capital Improvements Plan
CIPAC	Capital Improvement Plan Advisory Committee
EST	Elevated Storage Tank
ETJ	Extra-territorial Jurisdiction
FM	Farm to Market
FNI	Freese and Nichols, Inc.
GIS	Geographic Information Systems
gpac	Gallons per acre per day
gpcd	Gallons per capita per day
gpm	Gallons per minute
GPTC	Grand Parkway Town Center
GST	Ground Storage Tank
LS	Lift Station
MGD	Million Gallons per Day
OPCC	Opinion of Probable Construction Cost
SUE	Service Unit Equivalent
TLGC	Texas Local Government Code
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant



## **2.0 LAND USE ASSUMPTIONS**

Population and land use are important elements in the analysis of water distribution and wastewater collection systems. In order to identify impact fee eligible water and wastewater capital projects, a reasonable estimation of 10-year growth is required. FNI worked with the City's Planning Department to develop the 10-year growth projections and land use assumptions during this study. Following this effort, FNI utilized the development projections to identify ongoing/recently completed impact fee eligible capital improvement projects as well as develop future CIP recommendations that were impact fee eligible.

These land use assumptions were utilized to develop the 10-year service unit equivalent (SUE) projections. A service unit is defined as the equivalent to a water or wastewater connection for a single-family residence.

### **2.1 IMPACT FEE SERVICE AREAS**

**Figure 2-1** and **Figure 2-2** present the water and wastewater impact fee service areas, respectively. The water impact fee service area includes the existing City limits and Certificate of Convenience and Necessity (CCN), a portion of the City's Extra-territorial Jurisdiction (ETJ) and adjacent areas along the Telge Road, Lutheran Church Road, and Farm to Market (FM) 2920. The impact fee service area for Tomball's wastewater system is similar to the water system impact fee service area, with the exception of the Grand Parkway Town Center (GPTC).

### **2.2 LAND USE ASSUMPTIONS UPDATE**

FNI worked with the City to evaluate the historical population and develop population and commercial acreage projections within the water and wastewater impact fee service areas. A brief description of the methodology utilized is included in the following sections.

#### Historical Population

Historical city-wide population is presented in **Table 2-1**. The 2023 population within City limits was calculated utilizing 2021 projected census data and comparing 2021 meter billing data to residential developments completed between 2021 and 2023. The water service area population was further calculated by adding the number of customers metered outside the City limits. The wastewater service

area subtracted the number of customers metered within the City limits that are known septic users. The existing population on septic systems was calculated to be 816 people utilizing the assumption of 2.6 people/unit based on the density assumption from the City's 2009 Comprehensive Plan and the estimated population of Boudreaux Estates based on information from the *2019 Water and Wastewater Impact Fee*.

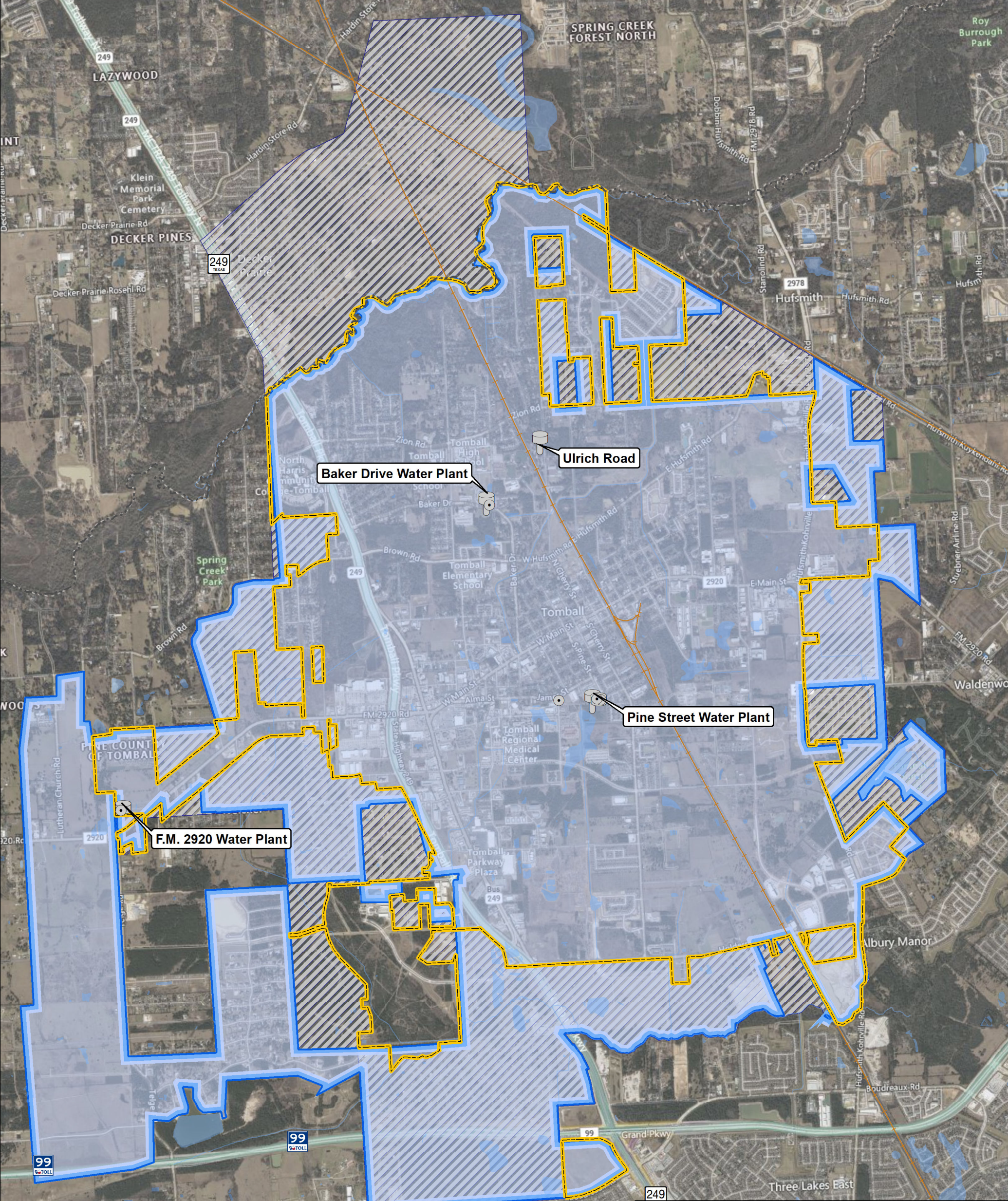
The City's population data shows that since 2017, Tomball has experienced approximately 4.1% and 3.5% annual average growth in population in the water and wastewater service areas, respectively.

**Table 2-1: Historical Population**

Year	Water		Wastewater	
	City Limits Population <sup>(1)</sup>	Annual Growth Rate	City Limits Population <sup>(1)(2)</sup>	Annual Growth Rate
2017	11,653		11,448	
2018	11,687	0.3%	11,482	0.3%
2019	11,684	0.0%	11,479	0.0%
2020	12,318	5.4%	12,113	5.5%
2021	12,810	4.0%	12,605	4.1%
2022	13,833	8.0%	13,322	5.7%
2023	14,856	7.4%	14,040	5.4%
Average Annual Growth Rate		4.1%	-	3.5%

(1) Historical population from census data (2020) and projections (2017-2019 and 2021). 2023 populations calculated utilizing 2021 census data and geocoded water meters from recently constructed developments identified via historical aerial imagery. 2022 population interpolated based on 2021 and 2023 data.

(2) Wastewater population excludes existing septic users within the wastewater service area calculated to be 816 people.



**DRAFT** FIGURE 2-1

**CITY OF TOMBALL**


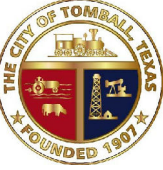
WATER AND WASTEWATER

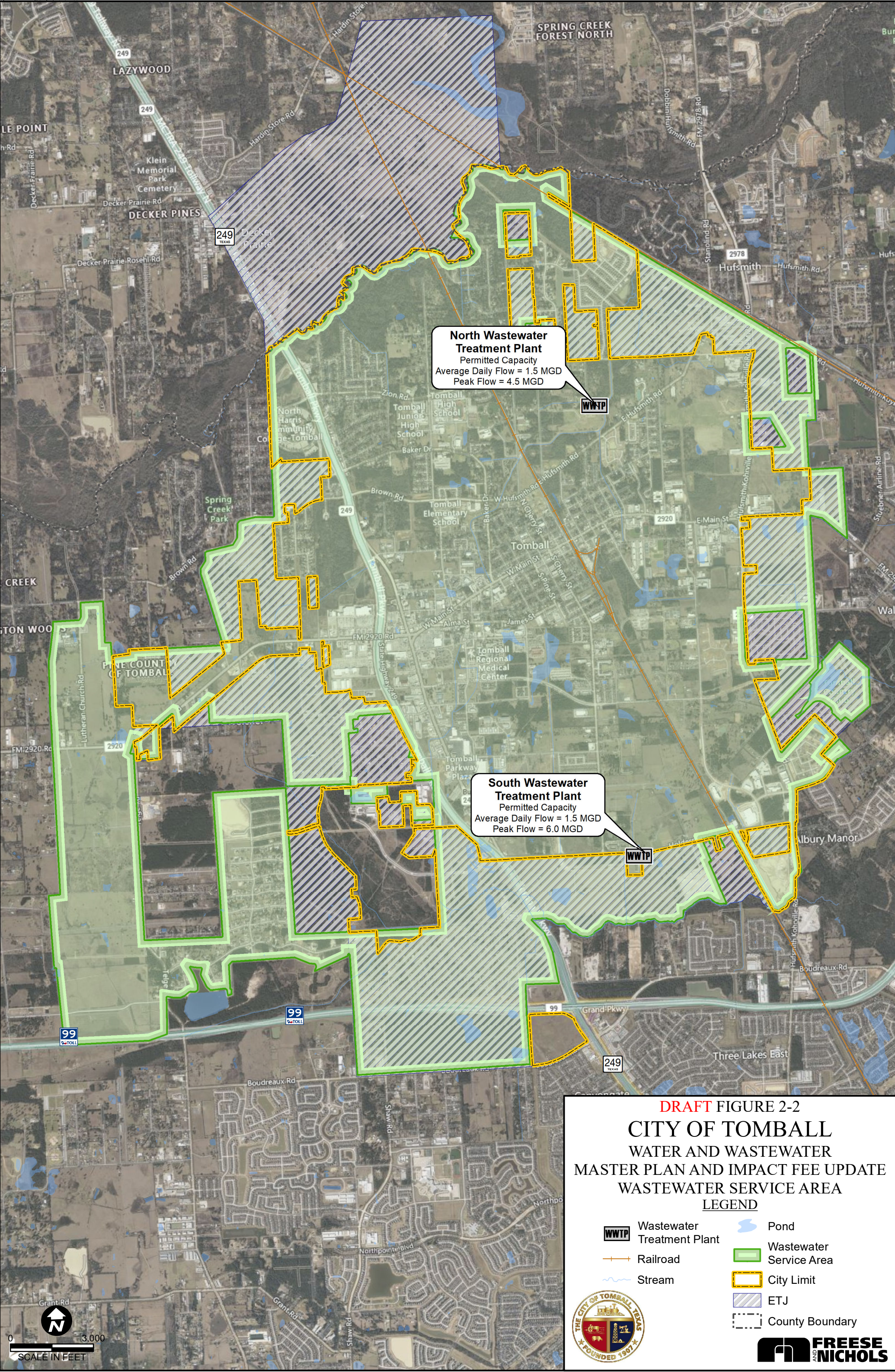
MASTER PLAN AND IMPACT FEE UPDATE

WATER SERVICE AREA

LEGEND

	Water Well		Stream
	Elevated Storage Tank		Pond
	Ground Storage Tank		Water Service Area
	Railroad		City Limit
			ETJ
			County Boundary





## 2.3 PROJECTED FUTURE DEVELOPMENT

The data sets utilized to develop population and commercial acreage projections included:

- Tomball's latest Future Land Use Plan, version from November 2019
- Information on known developments from the City's Planning Department
- Latest parcel shapefile
- Active water meter billing data locations and consumption (September 2021)
- Active water meter counts per meter size for April 2023.
- Existing well and septic connections within the City limits
- Density and growth projection assumptions from the City's 2009 Comprehensive Plan

Utilizing the data sets listed above and in coordination with the City staff, FNI developed projections for the following categories of future growth:

### Known Developments

City staff identified areas where future residential and non-residential developments are anticipated to occur as well as an expected timeline of each development. These anticipated known developments are shown in **blue** on **Figure 2-3**. Where available, the City supplied development-specific information such as number of single-family lots, number of multi-family units, and commercial acreage. FNI utilized Geographic Information System (GIS) tools to identify developable acreage when needed. Detailed information on the known residential and commercial developments is provided in **Appendix E**.

### Infill Growth

Where development information was unknown, FNI utilized active water meter locations and future land use information from the City's latest future land use plan as shown on **Figure 2-4** to identify developable areas. These areas included currently vacant parcels outside of known developments that are not within the *Park & Open Space* land use type per the *2019 Future Land Use Plan* and primarily not in the 100-year flood plain with exception of known developments. Density and growth assumptions for infill parcels were developed utilizing the City's *2009 Comprehensive Plan* to calculate projected population and commercial acreage. The majority of the infill parcels are projected to be developed beyond the 10-year period with the exception of parcels in the southeast and northeast part of the City. The southeast infill parcels within the 10-year impact fee planning period are located east of South Cherry Street between Holderrieth Road and Agg Road. The northeast infill parcels within 10-year impact fee planning period are along Hufsmith Road and Rudolph Road. The parcels included in the 10-year land use assumptions are shown as solid

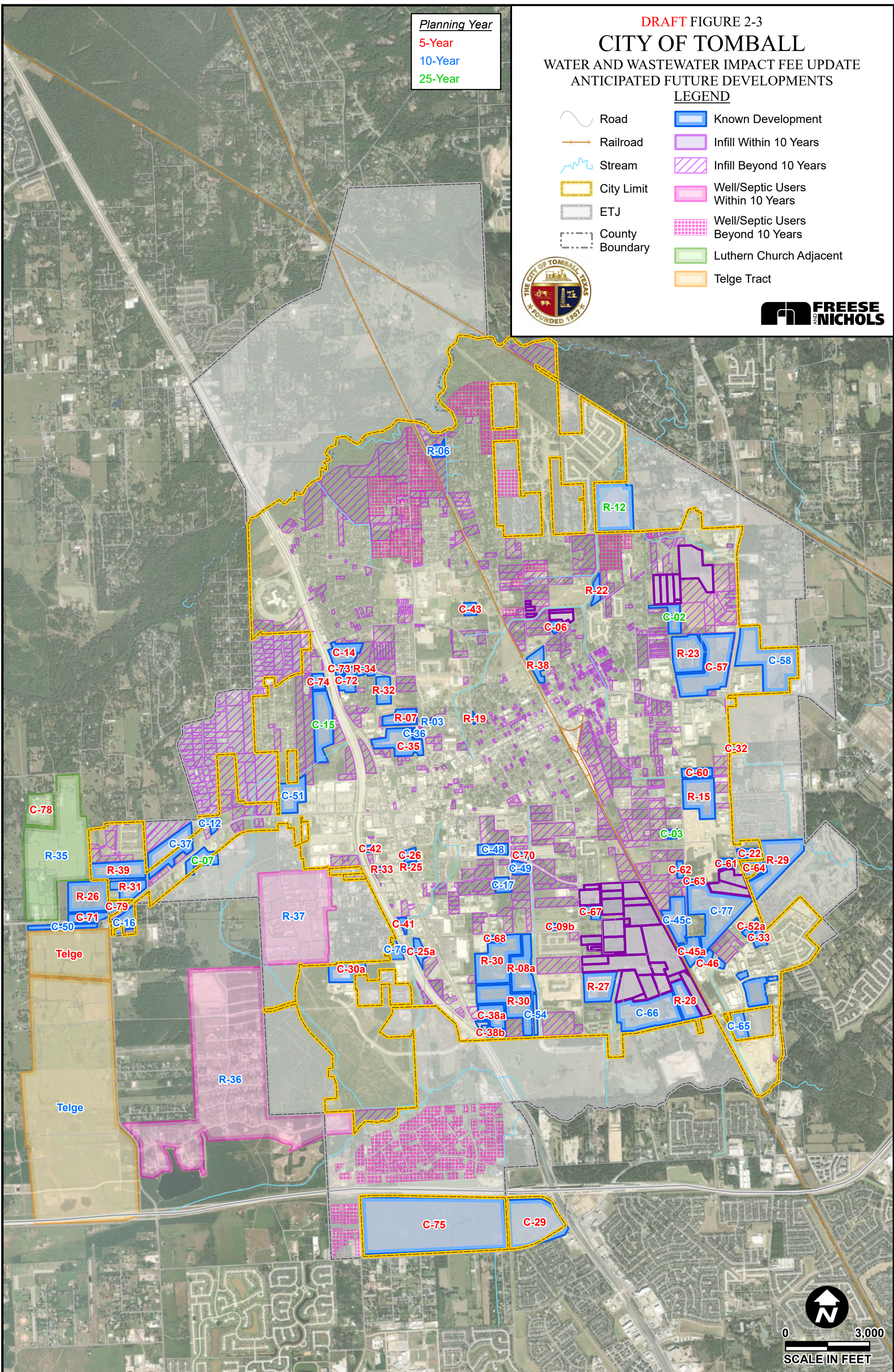
**purple** colored infill parcels on **Figure 2-3**. Infill parcels that are shown to be served beyond the 10-year planning period are shown in **Figure 2-3** as patterned **purple** parcels.

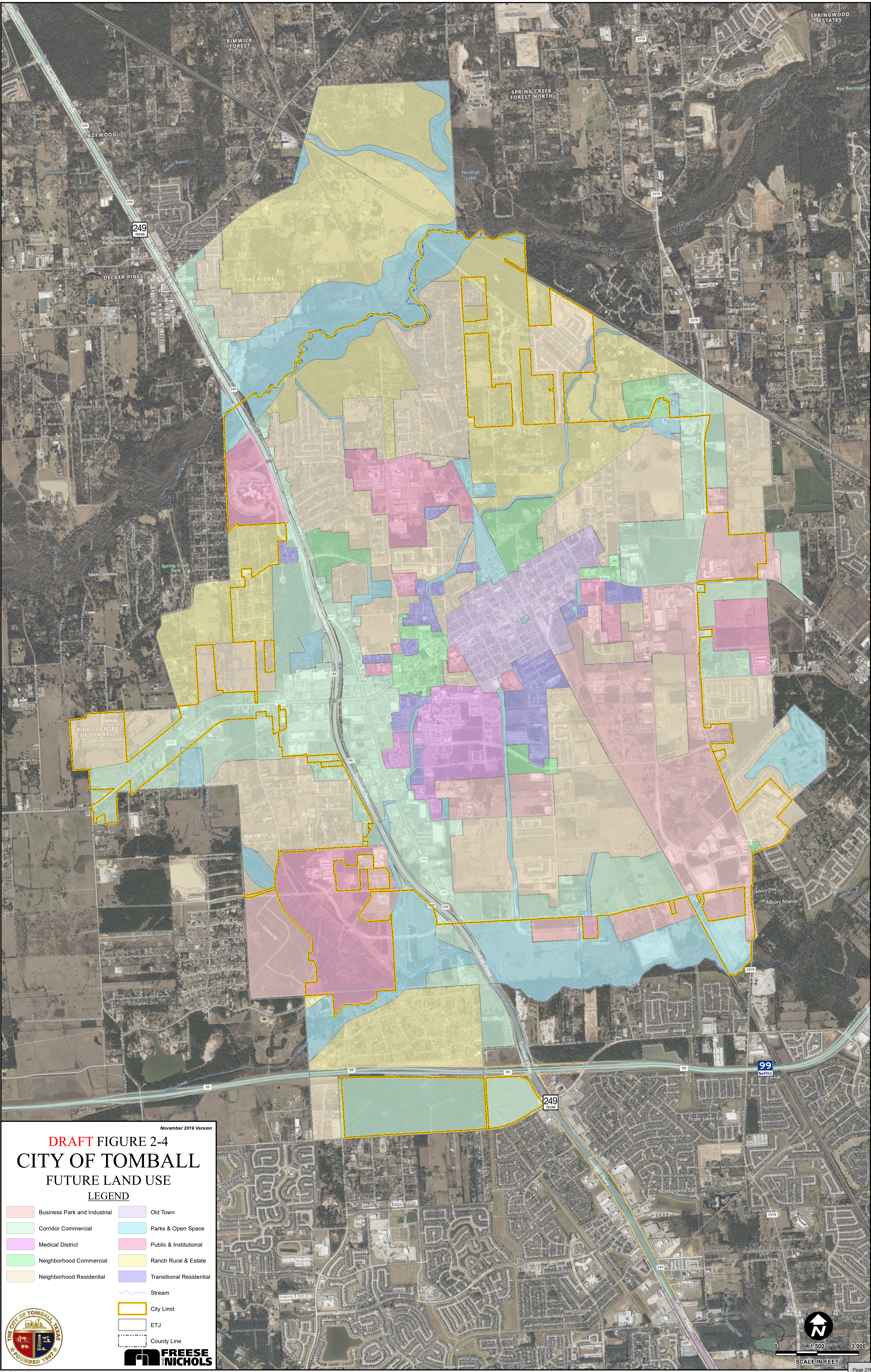
### Well/Septic Conversions

This category includes connections that are currently on well and/or septic and are projected to connect to the City's water and wastewater systems in the future. The two areas (R-36 and R-37) west of the existing City limits near Humble Road and Humble Lake Road are currently on wells and septic. These areas are projected to be served water and wastewater by the City within the 10-year impact fee planning period and are shown as solid **pink** parcels in **Figure 2-3**. The City provided the locations of existing septic customers that are being served water by the City. For the purposes of this study, it is anticipated that these connections will be served by the City's wastewater system beyond 10 years. Septic users to be converted to sewer beyond the 10-year planning period are shown in **Figure 2-3** as patterned **pink** parcels.

### Additional Areas

In addition to the areas mentioned above, the City staff anticipates Tomball's future water and wastewater systems to serve areas west of the existing city limits along FM 2920, Telge Road, and Lutheran Church Road. These are mostly residential areas and are shown on **Figure 2-3** as Lutheran Church and adjacent parcels in **green** and Telge Tract in **yellow**. The Lutheran Church area is projected to be developed within the 10-year impact fee planning period. The Telge development is anticipated to start construction within the 10-year planning period and will be completed beyond 10 years.





November 2019 Version

**DRAFT FIGURE 2-4**  
**CITY OF TOMBALL**  
**FUTURE LAND USE**

**LEGEND**

	Business Park and Industrial		Old Town
	Corridor Commercial		Parks & Open Space
	Medical District		Public & Institutional
	Neighborhood Commercial		Ranch Rural & Estate
	Neighborhood Residential		Transitional Residential

Stream

City Limit

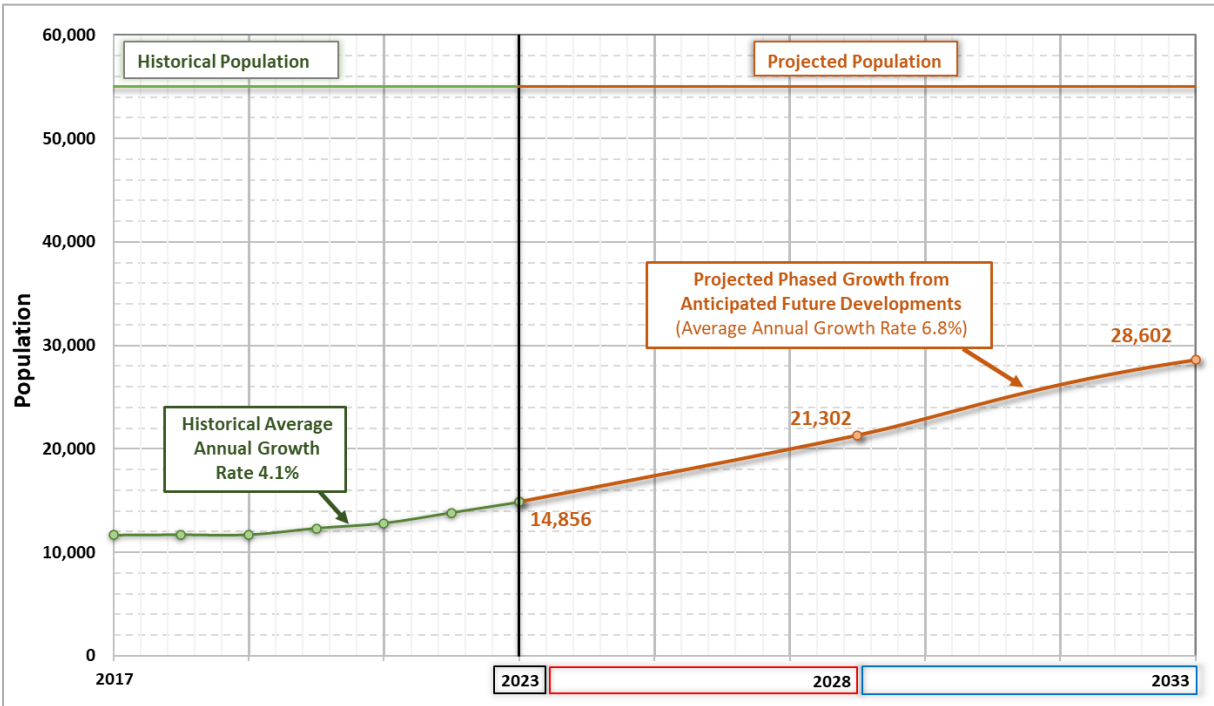
ETJ

County Line

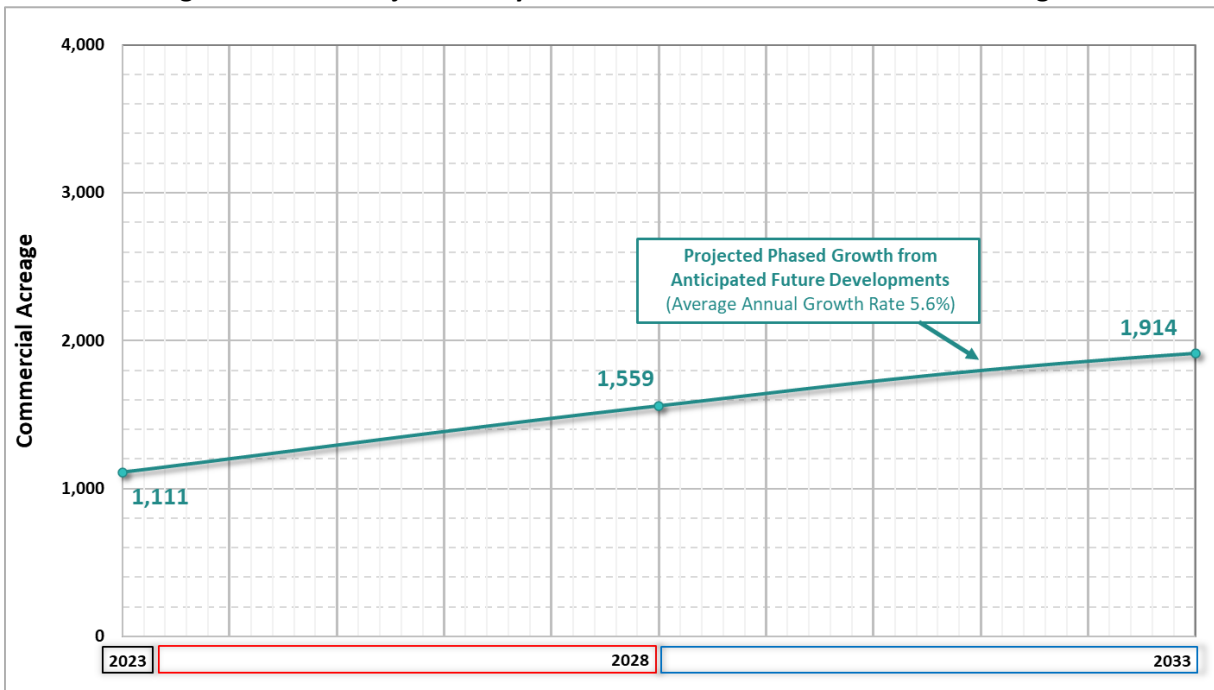
**FREESE**  
**NICHOLS**

The 10-year water service area population projections are graphed along with historical population data on **Figure 2-5**. Water 10-year growth in commercial acreage is shown on **Figure 2-6**.

**Figure 2-5: Historical and Projected 10-year Water Service Area Population**

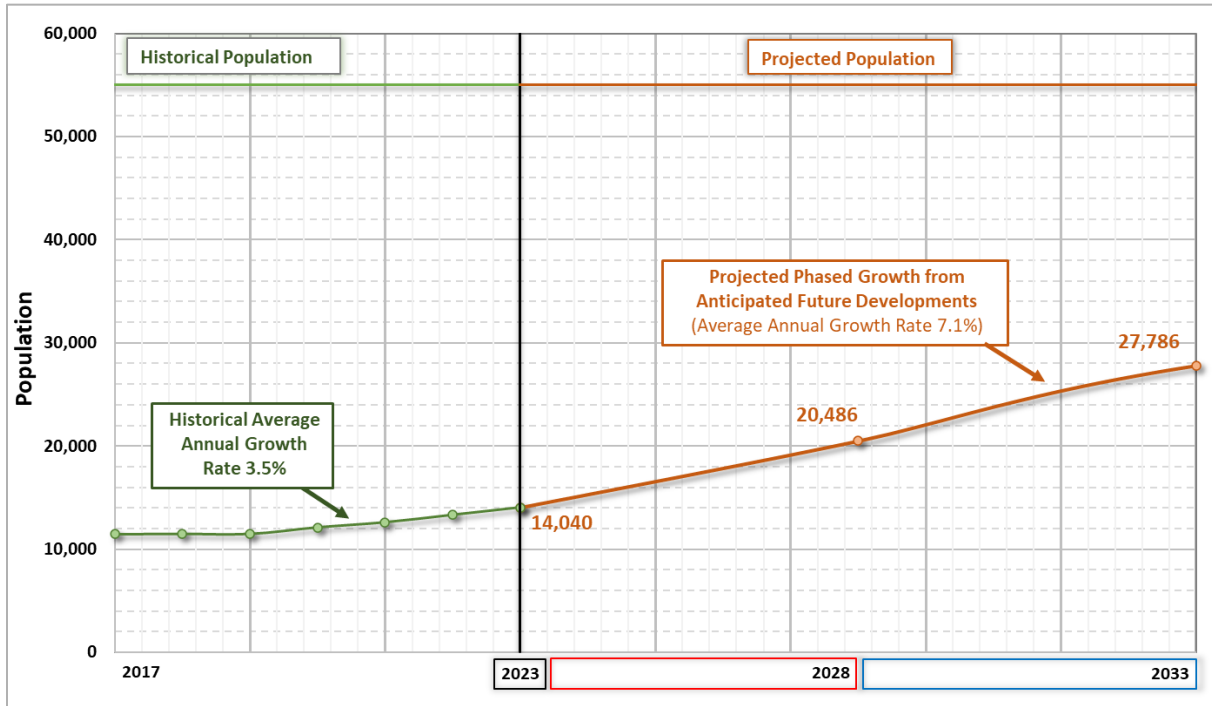


**Figure 2-6: Projected 10-year Water Service Area Commercial Acreage**

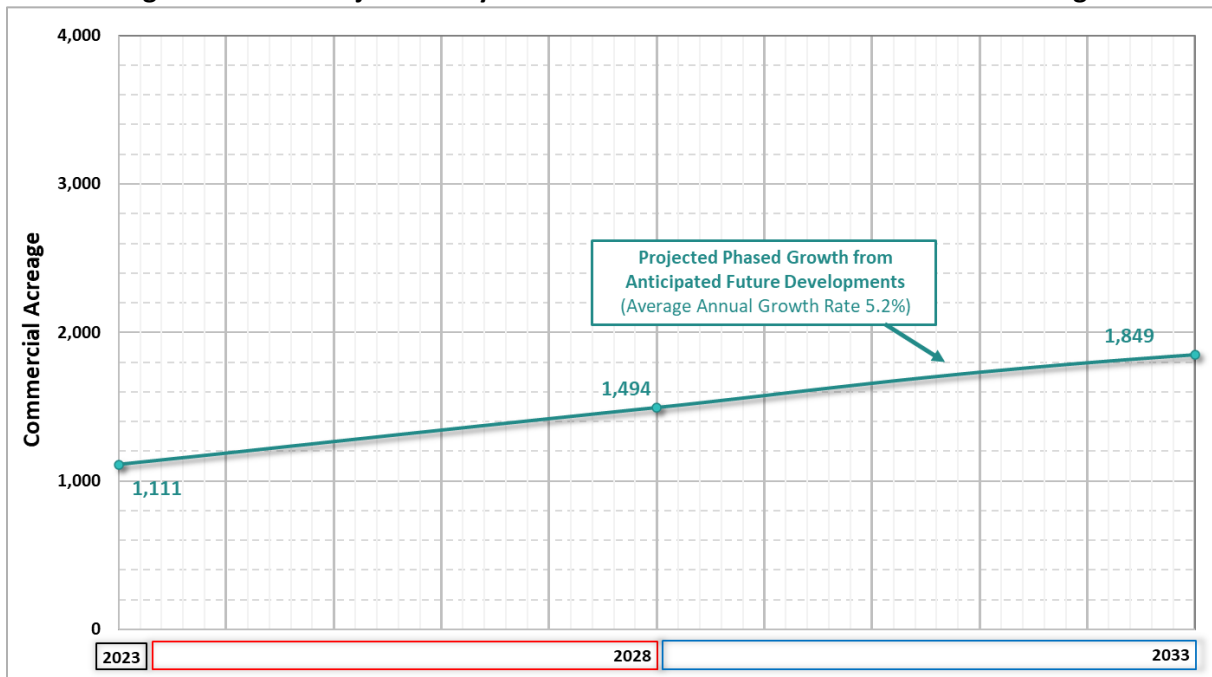


The 10-year wastewater service area population projections are graphed along with historical population data on **Figure 2-7**. Wastewater 10-year growth in commercial acreage is shown on **Figure 2-8**.

**Figure 2-7: Historical and Projected 10-year Wastewater Service Area Projections**



**Figure 2-8: Projected 10-year Wastewater Service Area Commercial Acreage**





The water and wastewater impact fee service areas differ as described in **Section 2-1**. **Table 2-2** summarizes the 10-year projected growth in population and commercial acreage within the **water** impact fee service area and the **wastewater** impact fee service area.

**Table 2-2: Projected 10-year Growth**

Category	Population Growth <sup>(1)</sup>	Commercial Acreage Growth <sup>(1)(2)</sup>
<b>Water Impact Fee Service Area</b>	13,746	803
<b>Wastewater Impact Fee Service Area</b>	13,746	738

(1) Population and commercial acreage growth calculated based on anticipated developments.

(2) The Grand Parkway Town Center is excluded from the projected growth in the wastewater impact fee service area.

## **2.4 SERVICE UNIT EQUIVALENTS**

According to TLGC §395.014(a)(7)(B), the maximum allowable impact fee may not exceed the amount determined by dividing the cost of required capital improvements by the total number of service units attributed to new development during the impact fee eligibility period. For Tomball, a water and wastewater service unit is a service unit equivalent (SUE).

### Definition of Service Unit Equivalents

A water SUE is defined as the equivalent to a water connection for a single-family residence. This is also known as a single family equivalent. Typically, in Tomball, single-family residences are served with 3/4-inch water meters. The City bills wastewater services based on the customer's water consumption, as wastewater flows are not directly metered. Therefore, a single wastewater SUE is defined as the wastewater service provided to a single-family residence.

### Calculation of SUEs

Impact fee assessment considers developments' impact on the water system by utilizing the safe maximum operating capacity of each meter to calculate SUEs for all water meters larger than 3/4-inch. The SUE is the ratio of the safe maximum operating capacity for the larger water meter to the safe maximum operating capacity of a 3/4-inch meter.

The City of Tomball utilizes Sensus and Omni water meters. Each water meter size has a safe maximum operating capacity as defined by the manufacturer. **Table 2-3** shows the safe maximum operating capacities for the water meter sizes utilized by the City of Tomball, and the resulting SUEs.

**Table 2-3: Service Unit Equivalents (SUEs)**

Meter Size	Safe Maximum Operating Capacity <sup>(1)(2)</sup> (gpm)	Service Unit Equivalent <sup>(3)</sup>
3/4"	30	1.0
1"	50	1.6
1-1/2"	160	5.3
2"	200	6.6
3"	400	13.3
4"	800	26.6
6"	1,600	53.3
8"	2,700	90.0

(1) City is currently using Sensus SRI II for 3/4" and 1" meters, Omni R2 for 1-1/2" and 2" meters, and Omni C2 for 3" and larger meters.

(2) Service unit equivalents shown as rounded to a single decimal point.

### Projected 10-Year Service Units

The City provided data that included the quantity and size of the existing water meters in Tomball. The 10-year land use assumptions discussed in **Section 2.3** were utilized to estimate the number of water meters in Tomball in 2033. The service units for 2023 and 2033 were calculated by multiplying the number of meters of each meter size by the corresponding service unit equivalent as shown in **Table 2-3**). The projected 10-year growth in service units is the difference between the service units in 2033 and 2023. A summary of the existing and projected service units is included in **Table 2-4**.

**Table 2-4: Water and Wastewater Impact fee Service Area Service Units**

Year	Water Service Units	Wastewater Service Units
<b>2023<sup>(1)</sup></b>	8,667	8,353
<b>2033<sup>(2)</sup></b>	15,806	15,439
<b>10-Year Growth in SUEs<sup>(3)</sup></b>	<b>7,139</b>	<b>7,086</b>

(1) Existing SUEs calculated based on historical water meter billing data. Wastewater SUEs is lower than water due to existing septic users that are only served water.

(2) Future SUEs calculated based on projected growth and meters anticipated to serve future developments.

(3) Grand Parkway Town Center would only be served water by the City, not wastewater.

### 3.0 CAPITAL IMPROVEMENT PLANS

Utilizing the updated land use assumptions, water and wastewater impact fee eligible CIPs were developed for the City of Tomball as part of this study. This included identified existing or ongoing projects that would serve the growth occurring in the next 10 years as well as developing improvements recommendations that will provide the required capacity and reliability to meet projected future water demands and wastewater flows within the impact fee planning period. Information on the City's existing water and wastewater facility capacities is provided in **Appendix D**.

#### 3.1 WATER DEMAND AND WASTEWATER FLOW PROJECTIONS

FNI reviewed the City's historical water demand and wastewater flows to evaluate and update the water demand and wastewater flow planning criteria including average day per capita and per acre usage from the 2017 Wastewater Master Plan and 2018 Water Master Plan. FNI utilized the updated planning criteria to develop water demand and wastewater flow projections for the future developments during this update. **Table 3-1** presents the projected water demands, and **Table 3-2** presents the projected wastewater flows in the 10-year planning period within the City's water and wastewater impact fee service areas, respectively. The planning criteria utilized are documented in the table footnotes.

**Table 3-1: Projected Water Demands**

Year	Average Daily Demand <sup>(1)</sup> (MGD)	Maximum Daily Demand <sup>(2)</sup> (MGD)
2023	2.44	5.86
2033	5.6	13.46

(1) 2023 average day demand based on historical water production data. 2033 average day demand calculated utilizing 160 gallons per capita per day (gpcd) for residential developments and 1,200 gallons per acre per day (gpac) for commercial developments.

(2) Maximum day demand calculated utilizing 1.7 average to max day peaking factor.

**Table 3-2: Projected Wastewater Flows**

Year	Average Daily Flow (MGD)
2023 <sup>(1)</sup>	1.63
2033 <sup>(2)</sup>	3.54

(1) 2023 average daily flow based on available historical wastewater effluent data from 2018 to 2021 and field collected flow monitoring data in 2022.

(2) Projected 10-year flow calculated utilizing 85 gpcd for residential developments and 1,000 gpac for commercial developments.

## 3.2 WATER AND WASTEWATER SYSTEM IMPROVEMENTS

The impact fee eligible CIP projects were divided into two categories: **1) Existing/Under Design Projects** and **2) Proposed Future Projects**. All impact fee eligible water CIP projects are shown on **Figure 3-1** and in **Table 3-3** and all impact fee eligible wastewater CIP projects are shown on **Figure 3-2** and in **Table 3-4**.

### Existing/Under Design Projects

Existing and under design capital improvements that are projected to serve growth within the next 10 years are considered impact fee eligible. These projects are shown in **orange**. As capital improvement projects in the plan are completed, planned costs are updated with actual costs to reflect the capital expenditure of the program more accurately. FNI worked with City staff to document the costs of the existing/under design projects based on the City's latest information.

### Proposed Future Projects

Proposed future water projects are shown in **blue**, and proposed future wastewater projects are shown in **green**. Opinions of probable construction cost (OPCCs) for the future water and wastewater projects were developed and are included in **Appendix B** and **Appendix C**, respectively. The planning level capital costs do not include individual service connections or subdivision lines. The costs are provided as estimates based on previous similar engineering experience in 2023 dollars and include an allowance for engineering, surveying, and contingencies.

**Table 3-3: Water System Impact fee Eligible Capital Projects**

Project ID		Description of Project	Total Capital Cost <sup>(1)</sup> (2023 Dollars)
Existing/Under Design Projects	A	Medical Complex Segment 3	\$507,350
	B	Hufsmith Water Extension	\$533,274
	C	Medical Complex Segment 4	\$930,247
	D	Grand Parkway Elevated Storage Tank (EST)	\$2,838,500
	E	East Water Plant Phase I	\$18,198,076
	F	South Persimmon Water Line	\$398,520
	G	12/16-Inch Water Line Along Hufsmith Road	\$665,000
	H	Rudolph Road Water Line	\$63,372
	I	Water Master Plan & Impact Fee Update	\$182,500
	Existing/Under Design Projects Subtotal		\$24,316,839
Proposed Future Projects	1	16-inch Water Line along Hufsmith Road	\$2,353,200
	2	12-Inch Water Line along South Persimmon Street from Medical Complex Dr to FM 2920	\$2,730,700
	3	12/16-inch Water Line along Main Street	\$4,414,800
	4	12-inch Water Line along Medical Complex Drive	\$1,166,100
	5	12-inch Water Line Along Oak Street	\$224,300
	6	East Water Plant Phase 2 Expansion	\$12,850,500
	7	12-inch Telge Water Line	\$9,530,700
	8	New Telge Water Plant	\$13,397,300
	Proposed Future Projects Subtotal		\$46,667,600
Total Cost for Water Impact Fee Eligible Projects			\$70,984,439

(1) Existing/under design project costs based on portion of capital cost paid by the City. Planning level costs were developed for proposed future projects and include material costs and contingency. Additional expenses related to engineering, environmental, geotechnical, change order contingency, soft costs, and legal fees are not included.

*Note:* The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs.

**Table 3-4: Wastewater System Impact fee Eligible Capital Projects**

Project ID		Description of Project	Total Capital Cost <sup>(1)</sup> (2023 Dollars)
Existing/Under Design Projects	A	Medical Complex Segment 3	\$417,820
	B	Medical Complex Segment 4B	\$1,396,268
	C	South WWTP Expansion	\$68,491,000
	D	FM 2920 Lift Station Consolidation	\$14,621,200
	E	Rudolph Road Sewer Extension	\$107,752
	F	Wastewater Master Plan & Impact Fee Update	\$182,500
	Existing/Under Design Projects Subtotal		\$85,216,540
Proposed Future Projects	1	Hicks Lift Station (LS) Expansion to 1.2 MGD	\$1,223,100
	2	18-Inch South Persimmon Gravity Line	\$3,757,000
	3	10/18-inch along Lutheran Church Road and FM 2920 Rd Gravity Line	\$4,793,900
	4	21-inch Telge Gravity Line along Humble Road	\$4,650,200
	5	New 1.1 MGD Telge Lift Station, 8-inch Force Main, and 21-inch Gravity Main	\$5,035,100
	Proposed Future Projects Subtotal		\$19,459,300
Total Cost for Wastewater Impact Fee Eligible Projects			\$104,675,840

(2) Existing/under design project costs based on portion of capital cost paid by the City. Planning level costs were developed for proposed future projects and include material costs and contingency. Additional expenses related to engineering, environmental, geotechnical, change order contingency, soft costs, and legal fees are not included.

*Note:* The FNI Team has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided are based on the information available at the time of preparation and represent only the FNI Team's judgment based on industry experience. The FNI Team cannot and does not guarantee the proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs.

DRAFT FIGURE 3-1  
CITY OF TOMBALL  
WATER AND WASTEWATER  
IMPACT FEE UPDATE  
WATER CAPITAL  
IMPROVEMENTS PLAN  
LEGEND

**Under Design/Construction**



- Ground Storage Tank
- Elevated Storage Tank
- WTP
- Water Line

**10-Year Proposed Improvements**

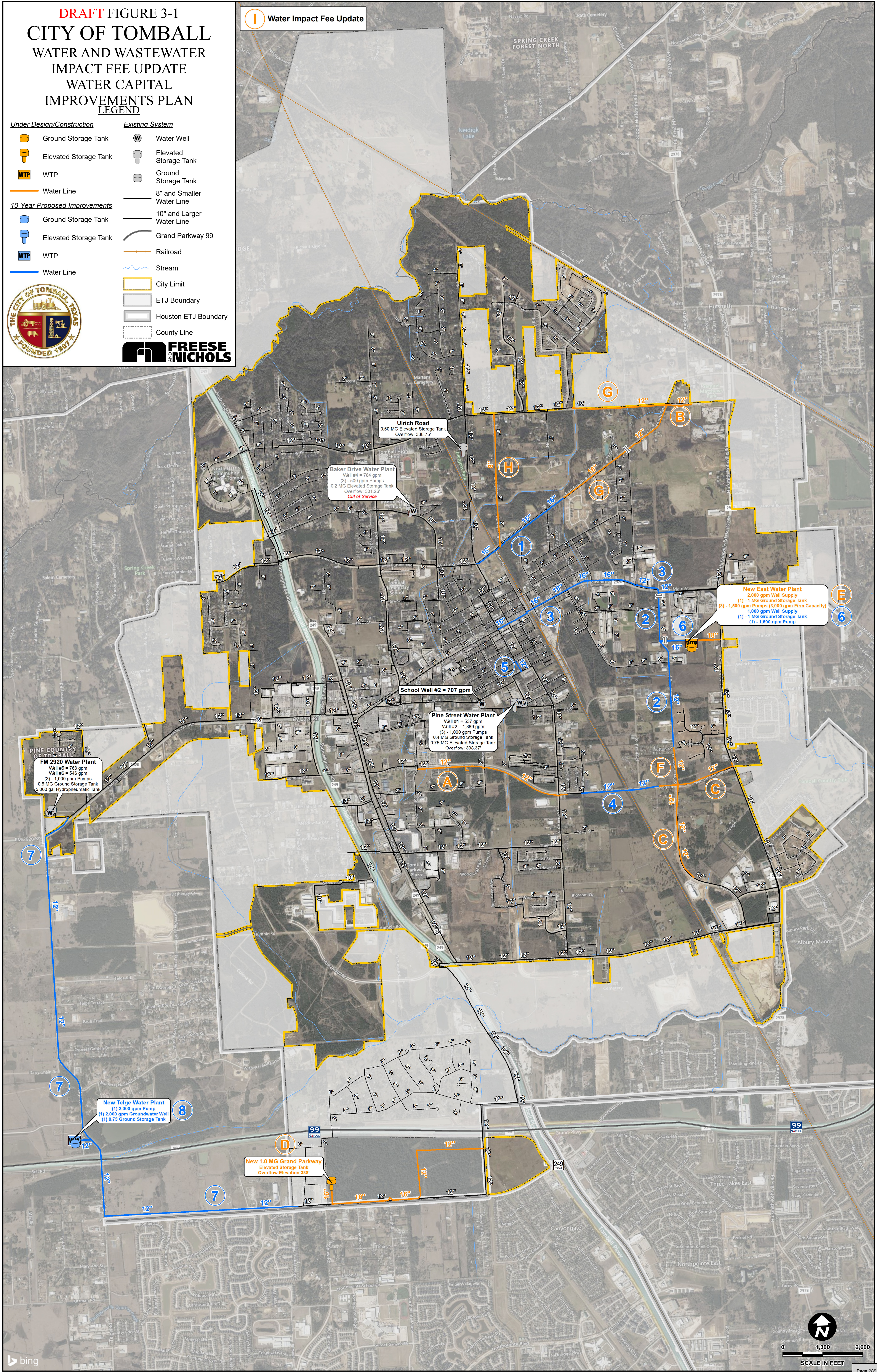
- Ground Storage Tank
- Elevated Storage Tank
- WTP
- Water Line

**Existing System**

- Water Well
- Elevated Storage Tank
- Ground Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Grand Parkway 99
- Railroad
- Stream
- City Limit
- ETJ Boundary
- Houston ETJ Boundary
- County Line



**I Water Impact Fee Update**



**F Wastewater Impact Fee Update**

**Developer Improvements**

- Lift Station
- Force Main

**Under Design/Construction**

- Lift Station
- Wastewater Treatment Plant

**Proposed Impact Fee Improvements**

- Lift Station
- Gravity Main

**Existing Wastewater System**

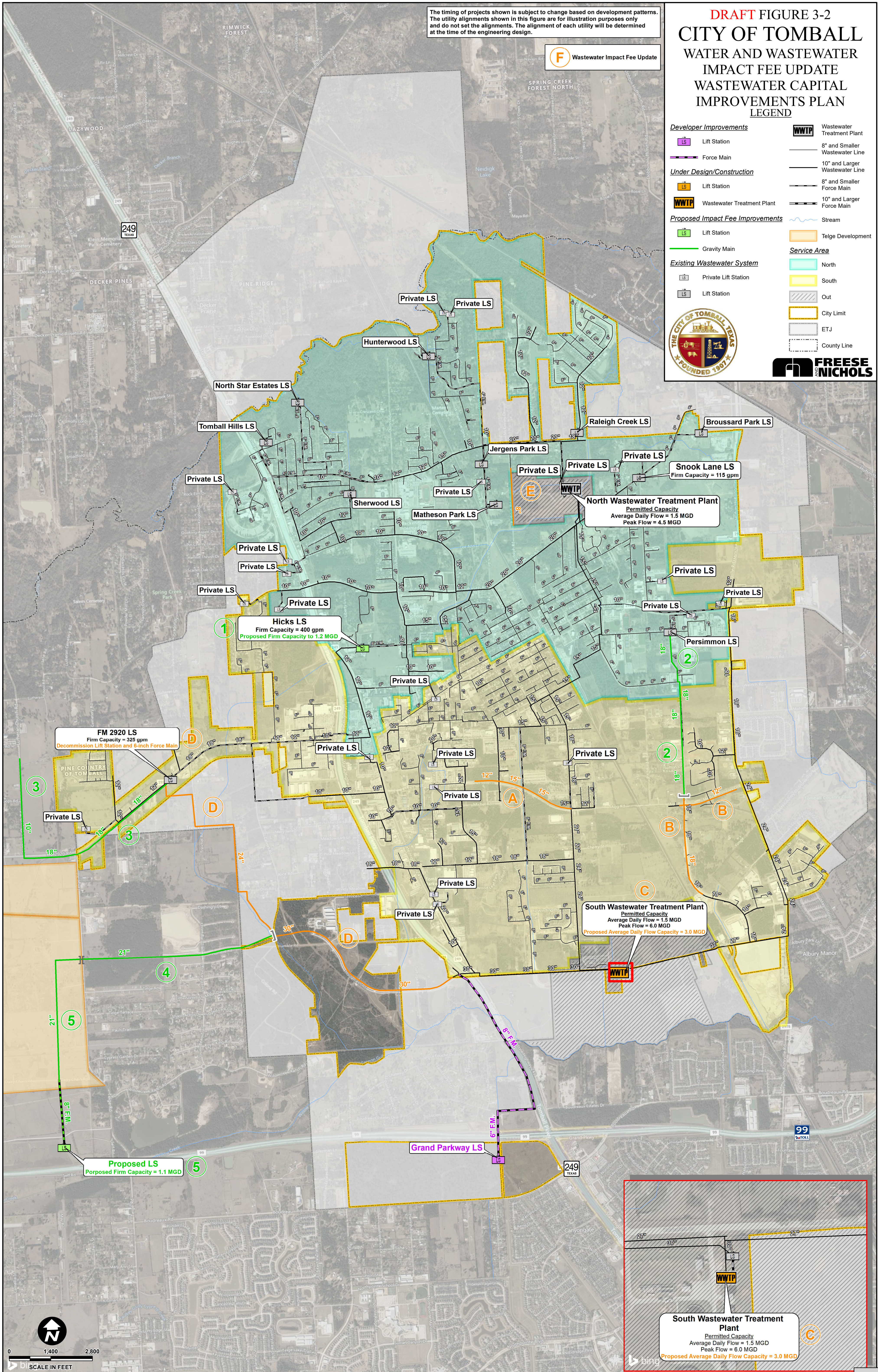
- Private Lift Station
- Lift Station

**Legend:**

- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- 8" and Smaller Force Main
- 10" and Larger Force Main
- Stream
- Telge Development
- Service Area**
- North
- South
- Out
- City Limit
- ETJ
- County Line

**CITY OF TOMBALL, TEXAS**  
FOUNDED 1907

**FREESE AND NICHOLS**



## 4.0 WATER AND WASTEWATER IMPACT FEE ANALYSIS

The water and wastewater impact fee analyses involve assessing the utilization of existing and proposed projects within the impact fee eligible capital improvement plans (**Section 3.0**) required to serve new development over the next 10-year time period. For these projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity to serve development projected to occur between 2023 and 2033. The capacity serving existing development and development projected to occur beyond the 10-year period is not impact fee eligible.

### 4.1 WATER AND WASTEWATER CAPACITY ANALYSES

FNI assessed the impact fee eligible water and wastewater projects to quantify the portion of the projects that are projected to be utilized within the next 10 years. The 10-year utilization is the percentage of the project cost that is impact fee eligible.

Summaries of the water and wastewater costs for infrastructure to serve the projected 10-year growth are shown in **Table 4-1** and **Table 4-2**, respectively. The percent utilization columns in the tables are defined as follows:

- The **2023 Percent Utilization** is the portion of the project's capacity that serves existing development and is therefore not included in the impact fee eligible cost.
- The **2033 Percent Utilization** is the portion of the project's capacity that is projected to be utilized by 2033.
- The **2023 to 2033 Percent Utilization** is the portion of the project's capacity that is projected to serve the 10-year growth. This percentage is multiplied by the total project cost to calculate the impact fee eligible portion of the project.

The **10-year Impact Fee Eligible Cost** column is the portion of the capital project cost that is utilized in the calculation of the maximum allowable impact fee.

Table 4-1: Cost Allocation for Water Projects Impact Fee Calculation

Water Project ID		Description of Project	Percent Utilization			10-Year Impact Fee Eligible Cost <sup>(1)</sup> (2023-2033)
			2023 <sup>(1)</sup>	2033	2023-2033	
Existing/Under Design Water Projects	A	Medical Complex Segment 3	5%	15%	10%	\$50,735
	B	Hufsmith Water Extension	0%	15%	15%	\$79,991
	C	Medical Complex Segment 4	5%	20%	15%	\$139,537
	D	Grand Parkway EST	0%	25%	25%	\$709,625
	E	East Water Plant Phase I <sup>(2)</sup>	0%	95%	95%	\$18,012,072
	F	South Persimmon Water Line	0%	45%	45%	\$179,334
	G	12/16-Inch Water Line Along Hufsmith Road	10%	20%	10%	\$66,500
	H	Rudolph Road Water Line	0%	10%	10%	\$6,337
	I	Water Master Plan & Impact Fee Update	0%	100%	100%	\$182,500
	Existing/Under Design Water Projects Subtotal					
Proposed Future Water Projects	1	16-inch Water Line along Hufsmith Road	10%	20%	10%	\$247,209
	2	12-Inch Water Line along South Persimmon Street from Medical Complex Dr to FM 2920	0%	45%	45%	\$1,290,900
	3	12/16-inch Water Line along Main Street	0%	40%	40%	\$1,920,073
	4	12-inch Water Line along Medical Complex Drive	0%	25%	25%	\$316,973
	5	12-inch Water Line Along Oak Street	0%	20%	20%	\$48,775
	6	East Water Plant Phase 2 Expansion	0%	95%	95%	\$15,764,932
	7	12-inch Telge Water Line	0%	40%	40%	\$4,923,038
	8	New Telge Water Plant	0%	95%	95%	\$17,010,994
	Proposed Future Water Projects Subtotal					
Total 10-Year Impact fee Eligible Water Capital Improvement Project Costs						\$60,949,525

(1) Costs for proposed future projects include 3.5% inflation based on the projected start year.

(2) Design and construction phases of the East Water Plant project planned for FY24 and FY25.



**Table 4-2: Cost Allocation for Wastewater Projects Impact Fee Calculation**

Wastewater Project ID		Description of Project	Percent Utilization			10-Year Impact Fee Eligible Cost <sup>(1)</sup> (2023-2033)
			2023 <sup>(1)</sup>	2033	2023-2033	
Existing/Under Design Wastewater Projects	A	Medical Complex Segment 3	0%	10%	10%	\$41,782
	B	Medical Complex Segment 4B	5%	35%	30%	\$418,880
	C	South WWTP Expansion <sup>(2)</sup>	0%	85%	85%	\$58,572,900
	D	FM 2920 Lift Station Consolidation <sup>(2)</sup>	10%	60%	50%	\$7,457,600
	E	Rudolph Road Sewer Extension	0%	5%	5%	\$5,387
	F	Wastewater Master Plan & Impact Fee Update	0%	100%	100%	\$182,500
	Existing/Under Design Wastewater Projects Subtotal					\$66,679,049
Proposed Future Wastewater Projects	1	Hicks LS Expansion to 1.2 MGD	85%	90%	5%	\$68,820
	2	18-Inch South Persimmon Gravity Line	5%	35%	30%	\$1,406,276
	3	10/18-inch along Lutheran Church Road and FM 2920 Rd Gravity Line	10%	90%	80%	\$4,169,900
	4	21-inch Telge Gravity Line along Humble Road	0%	40%	40%	\$2,166,501
	5	New 1.1 MGD Telge Lift Station, 8-inch Force Main, and 21-inch Gravity Main	0%	40%	40%	\$2,427,928
	Proposed Future Wastewater Projects Subtotal					\$10,239,425
Total 10-Year Impact fee Eligible Wastewater Capital Improvement Project Costs						\$76,918,474

(1) Costs for proposed future projects include 3.5% inflation based on the projected start year.

(2) Design and construction phases of the South WWP Expansion and FM 2920 Lift Station Consolidation projects planned for FY24 and FY25.

## **4.2 MAXIMUM IMPACT FEE CALCULATION**

TLGC Chapter 395 states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period (2023 – 2033). TLGC provides two options for calculating water and wastewater impact fees. A City may utilize:

- §395.014(a)(7)(A) “a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or”
- §395.014(a)(7)(B) “in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.”

The City of Tomball has elected the 50% credit option. The 2023 maximum allowable water and wastewater impact fees for the City of Pearland are calculated in **Section 4.2.1** and **Section 4.2.2** respectively.

### 4.2.1 Maximum Allowable Water Impact fees

**Table 4-3** summarizes the calculation of the maximum allowable water impact fees for Tomball. These calculations include the eligible costs of the water capital projects serving growth in the next 10 years, as well as financing costs.

**Table 4-3: Water Impact Fee Calculation**

2023 Water Impact Fee Calculation	
Total IF Eligible Capital Improvement Costs	\$60,949,525
Total Eligible Financing Costs <sup>(1)</sup>	\$26,911,113
<i>Total Eligible Impact Fee Costs</i>	<i>\$87,860,638</i>
<i>50% Credit</i>	<i>\$43,930,319</i>
<b>Total Eligible Impact Fee Costs with 50% Credit Applied</b> ①	<b>\$43,930,319</b>
<b>10-Year Growth in Service Unit Equivalents</b> ②	<b>7,139</b>
<b>Maximum Allowable Water Impact Fee</b> ① ÷ ②	<b>\$6,153</b>

(1) 20-year finance costs calculated utilizing 4.0% interest rate.

### 4.2.2 Maximum Allowable Wastewater Impact fees

**Table 4-4** summarizes the calculation of the maximum allowable wastewater impact fees for Tomball. These calculations include the eligible costs of the wastewater capital projects serving growth in the next 10 years, as well as financing costs.

**Table 4-4: Wastewater Impact Fee Calculation**

2023 Wastewater Impact Fee Calculation	
Total IF Eligible Capital Improvement Costs	\$76,918,474
Total Eligible Financing Costs <sup>(1)</sup>	\$35,971,566
<i>Total Eligible Impact Fee Costs</i>	<i>\$112,890,040</i>
<i>50% Credit</i>	<i>\$56,445,020</i>
<b>Total Eligible Impact Fee Costs with 50% Credit Applied</b> ①	<b>\$56,445,020</b>
<b>10-Year Growth in Service Unit Equivalents</b> ②	<b>7,086</b>
<b>Maximum Allowable Water Impact Fee</b> ① ÷ ②	<b>\$7,966</b>

(1) 20-year finance costs calculated utilizing 4.0% interest rate.

### 4.2.3 Schedule of Maximum Allowable Water and Wastewater Impact Fees

Table 4-5 shows the schedule of 2023 maximum allowable water and wastewater impact fees by water meter size, based on the service unit equivalents discussed in Section 2.4.

**Table 4-5: Schedule of Maximum Allowable Water and Wastewater Impact Fee**

Meter Size	Service Unit Equivalents <sup>(1)</sup>	Maximum Allowable Impact Fees		
		Water	Wastewater	Total
3/4"	1	\$6,153	\$7,966	\$14,119
1"	1.6	\$9,845	\$12,746	\$22,590
1-1/2"	5.3	\$32,611	\$42,220	\$74,831
2"	6.6	\$40,610	\$52,576	\$93,185
3"	13.3	\$81,835	\$105,948	\$187,783
4"	26.6	\$163,670	\$211,896	\$375,565
6"	53.3	\$327,955	\$424,588	\$752,543
8"	90	\$553,770	\$716,940	\$1,270,710

(1) Service unit equivalents are rounded down to nearest single decimal point

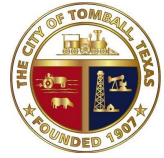
## **5.0 IMPACT FEE ADOPTION**

### **5.1 PUBLIC HEARING**

The amended Chapter 395 of the Texas Local Government Code requires one public hearing to be held to adopt a revised impact fee. The presentation shall include a discussion of the land use assumptions and capital improvements plan and the proposed ordinance, order, or resolution imposing an impact fee. The required public hearing date was set by Council and advertised more than 30 days in advance. The public is scheduled to be held on September 5, 2023, at the City of Tomball City Hall.

### **5.2 ORDINANCE**

Once the public hearing is held, the political subdivision shall approve or disapprove the amendments of the land use assumptions and capital improvements plan and modification of the impact fee within 30 days after the date of the public hearing.



## **APPENDIX A**

### **Chapter 395, Texas Local Government Code**

**CHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW  
DEVELOPMENT IN MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL  
GOVERNMENTS**

**SUBCHAPTER A. GENERAL PROVISIONS**

**§ 395.001. Definitions**

In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1989, 71st Leg., ch. 566, § 1(e), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 1, eff. Sept. 1, 2001.

## **SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE**

### **§ 395.011. Authorization of Fee**

(a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.012. Items Payable by Fee**

(a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

(1) construction contract price;

(2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 90, § 1, eff. May 16, 1995.

### **§ 395.013. Items Not Payable by Fee**

Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

(2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;

(3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;

(6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.014. Capital Improvements Plan**

(a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

(1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;

(4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 2, eff. Sept. 1, 2001.

### **§ 395.015. Maximum Fee Per Service Unit**

(a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 3, eff. Sept. 1, 2001.

#### **§ 395.016. Time for Assessment and Collection of Fee**

(a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date or occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 980, § 52, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 345, § 4, eff. Sept. 1, 2001.

#### **§ 395.017. Additional Fee Prohibited; Exception**

After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

#### **§ 395.018. Agreement With Owner Regarding Payment**

A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.019. Collection of Fees if Services Not Available**

Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.020. Entitlement to Services**

Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.021. Authority of Political Subdivisions to Spend Funds to Reduce Fees**

Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.022. Authority of Political Subdivision to Pay Fees**

Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.023. Credits Against Roadway Facilities Fees**

Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.024. Accounting For Fees and Interest**

(a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.025. Refunds**

(a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1997, 75th Leg., ch. 1396, § 37, eff. Sept. 1, 1997.

Amended by Acts 1999, 76th Leg., ch. 62, § 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, § 9, eff. Sept. 1, 2001.

## **SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE**

### **§ 395.041. Compliance With Procedures Required**

Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

#### **§ 395.0411. Capital Improvements Plan**

The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.042. Hearing on Land Use Assumptions and Capital Improvements Plan**

To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.043. Information About Land Use Assumptions and Capital Improvements Plan Available to Public**

On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.044. Notice of Hearing on Land Use Assumptions and Capital Improvements Plan**

(a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL  
IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.045. Approval of Land Use Assumptions and Capital Improvements Plan Required**

(a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

### **§ 395.0455. Systemwide Land Use Assumptions**

(a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, § 1(b), eff. Aug. 28, 1989.

### **§ 395.047. Hearing on Impact Fee**

On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

### **§ 395.049. Notice of Hearing on Impact Fee**

(a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

- (2) the time, date, and location of the hearing;
- (3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;
- (4) the amount of the proposed impact fee per service unit; and
- (5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.050. Advisory Committee Comments on Impact Fees**

The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.051. Approval of Impact Fee Required**

(a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 5, eff. Sept. 1, 2001.

#### **§ 395.052. Periodic Update of Land Use Assumptions and Capital Improvements Plan Required**

(a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 6, eff. Sept. 1, 2001.

### **§ 395.053. Hearing on Updated Land Use Assumptions and Capital Improvements Plan**

The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.054. Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee**

A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.055. Notice of Hearing on Amendments to Land Use Assumptions, Capital Improvements Plan, or Impact Fee**

(a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, § 7, eff. Sept. 1, 2001.

### **§ 395.056. Advisory Committee Comments on Amendments**

The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.057. Approval of Amendments Required**

(a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.0575. Determination That No Update of Land Use Assumptions, Capital Improvements Plan or Impact Fees is Needed**

(a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b)(2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE  
LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS  
PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b)(4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, § 1(d), eff. Aug. 28, 1989.

**§ 395.058. Advisory Committee**

(a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.

If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

## **SUBCHAPTER D. OTHER PROVISIONS**

### **§ 395.071. Duties to be Performed Within Time Limits**

If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.072. Records of Hearings**

A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.073. Cumulative Effect of State and Local Restrictions**

Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.074. Prior Impact Fees Replaced by Fees Under This Chapter**

An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.075. No Effect on Taxes or Other Charges**

This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.076. Moratorium on Development Prohibited**

A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, § 2, eff. Sept. 1, 2001.

### **§ 395.077. Appeals**

(a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.078. Substantial Compliance With Notice Requirements**

An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

### **§ 395.079. Impact Fee for Storm Water, Drainage, and Flood Control in Populous County**

(a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, § 107, eff. Sept. 1, 2001.

**§ 395.080. Chapter Not Applicable to Certain Water-Related Special Districts**

(a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, § 82(a), eff. Aug. 28, 1989. Amended by Acts 1995, 74th Leg., ch. 76, § 11.257, eff. Sept. 1, 1995.

**§ 395.081. Fees for Adjoining Landowners in Certain Municipalities**

(a) This section applies only to a municipality with a population of 105,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, § 1, eff. June 19, 1997.

#### **§ 395.082. Certification of Compliance Required**

(a) A political subdivision that imposes an impact fee shall submit a written certification verifying compliance with this chapter to the attorney general each year not later than the last day of the political subdivision's fiscal year.

(b) The certification must be signed by the presiding officer of the governing body of a political subdivision and include a statement that reads substantially similar to the following: "This statement certifies compliance with Chapter 395, Local Government Code."

(c) A political subdivision that fails to submit a certification as required by this section is liable to the state for a civil penalty in an amount equal to 10 percent of the amount of the impact fees erroneously charged. The attorney general shall collect the civil penalty and deposit the amount collected to the credit of the housing trust fund.

Added by Acts 2001, 77th Leg., ch. 345, § 8, eff. Sept. 1, 2001.

**APPENDIX B**  
**Water Impact fee Eligible CIP**  
**Planning Level Opinions of Probable Construction Costs (OPCCs)**  
**for Proposed Projects**

**CIP Project Number:**

**1**

**Phase: 10-Year**

**Project Name:** **16-inch Water Line along Hufsmith Road**

**Project Description:**

This project includes the construction of a new 16-inch water line along Hufsmith Road from Ulrich Road to Timber Trails Lake Place.

**Project Drivers:**

The recommended water line is sized to serve future peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow. This project will help alleviate areas of low water system pressure in the northwest area of the City.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	3,700	LF	\$ 320	\$ 1,184,000
2	30" Boring and Casing	500	LF	\$ 660	\$ 330,000
3	Pavement Repair	400	LF	\$ 150	\$ 60,000
<b>SUBTOTAL:</b>					<b>\$ 1,574,000</b>
CONTINGENCY				30%	\$ 472,200
<b>SUBTOTAL:</b>					<b>\$ 2,046,200</b>
ENG/SURVEY				15%	\$ 307,000
<b>SUBTOTAL:</b>					<b>\$ 2,353,200</b>
<b>Estimated Project Total:</b>					<b>\$ 2,353,200</b>

CIP Project Number:

2

Phase: **10-Year**

**Project Name:** 12-Inch Water Line along South Persimmon Street from Medical Complex Dr to FM 2920

**Project Description:**

This project includes the construction of a 12-inch water line to replace the existing 6-inch water line along South Persimmon St from Medical Complex Dr to FM 2920. The project also includes construction of a 16-inch water line connection from the South Persimmon Street to the East Water Plant.

**Project Drivers:**

The recommended water lines are sized to convey water from the East Water Plant to the system and future peak hourly demand.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	5,100	LF	\$ 240	\$ 1,224,000
2	20" Boring and Casing	500	LF	\$ 440	\$ 220,000
3	Pavement Repair	2,550	LF	\$ 150	\$ 382,500
<b>SUBTOTAL:</b>					<b>\$ 1,826,500</b>
CONTINGENCY				30%	\$ 548,000
<b>SUBTOTAL:</b>					<b>\$ 2,374,500</b>
ENG/SURVEY				15%	\$ 356,200
<b>SUBTOTAL:</b>					<b>\$ 2,730,700</b>
<b>Estimated Project Total:</b>					<b>\$ 2,730,700</b>

**CIP Project Number:**

**3**

**Phase: 10-Year**

**Project Name:** **12/16-inch Water Line along Main Street**

**Project Description:**

This project includes the construction of a 12-inch water line to replace the existing 6-inch water line along Main Street from Persimmon Street to Snook Lane. This project also includes the construction of a 16-inch water line to replace the existing 6-inch water line along Main Street from Oak Street to Snook Lane.

**Project Drivers:**

The recommended water line is sized to serve future peak hourly demand and provide distribution system capacity for maintaining the Ulrich Elevated Storage Tank water level and increasing available fire flow.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	16" WL & Appurtenances	5,600	LF	\$ 320	\$ 1,792,000
2	12" WL & Appurtenances	900	LF	\$ 240	\$ 216,000
3	30" Boring and Casing	750	LF	\$ 660	\$ 495,000
4	Pavement Repair	3,000	LF	\$ 150	\$ 450,000
<b>SUBTOTAL:</b>					<b>\$ 2,953,000</b>
CONTINGENCY				30%	\$ 885,900
<b>SUBTOTAL:</b>					<b>\$ 3,838,900</b>
ENG/SURVEY				15%	\$ 575,900
<b>SUBTOTAL:</b>					<b>\$ 4,414,800</b>
<b>Estimated Project Total:</b>					<b>\$ 4,414,800</b>

CIP Project Number:

4

Phase: **10-Year**

**Project Name:** 12-inch Water Line along Medical Complex Drive

**Project Description:**

This project includes the construction of a 12-inch water line along Medical Complex Drive from South Persimmon St to Mulberry St to coincide with Medical Complex Drive expansion.

**Project Drivers:**

The recommended water lines are sized to convey water from the East Water Plant to the system and future peak hourly demand.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	2,700	LF	\$ 240	\$ 648,000
2	20" Boring and Casing	300	LF	\$ 440	\$ 132,000
<b>SUBTOTAL:</b>					<b>\$ 780,000</b>
CONTINGENCY				30%	\$ 234,000
<b>SUBTOTAL:</b>					<b>\$ 1,014,000</b>
ENG/SURVEY				15%	\$ 152,100
<b>SUBTOTAL:</b>					<b>\$ 1,166,100</b>
<b>Estimated Project Total:</b>					<b>\$ 1,166,100</b>

**CIP Project Number:**

**5**

**Phase: 10-Year**

**Project Name:** 12-inch Water Line Along Oak Street

**Project Description:**

This project includes the construction of a new 12-inch water line to replace the existing 6-inch water line along Oak Street.

**Project Drivers:**

The recommended water lines are sized to serve future peak hourly demand and increase available fire flow.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	500	LF	\$ 240	\$ 120,000
2	Pavement Repair	200	LF	\$ 150	\$ 30,000
<b>SUBTOTAL:</b>					<b>\$ 150,000</b>
CONTINGENCY				30%	\$ 45,000
<b>SUBTOTAL:</b>					<b>\$ 195,000</b>
ENG/SURVEY				15%	\$ 29,300
<b>SUBTOTAL:</b>					<b>\$ 224,300</b>
<b>Estimated Project Total:</b>					<b>\$ 224,300</b>

**CIP Project Number:**

**6**

**Phase: 10-Year**

**Project Name:** East Water Plant Phase 2 Expansion

**Project Description:**

This project includes the addition of a 1,500 gpm pump, a 1,000 gpm groundwater well and construction of a 1 MG ground storage tank at the East Water Plant (Project E). This project also includes the construction of a 16-inch water line from the west side of the East Water Plant to South Persimmon St.

**Project Drivers:**

The recommended pump station is sized to meet future system demand.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1,500 gpm Pumps	1	EA	\$ 4,320,276	\$ 4,320,276
2	1.0 MG Ground Storage Tank	1	LS	\$ 1,850,000	\$ 1,850,000
3	1,000 gpm Well Supply	1	EA	\$ 1,440,092	\$ 1,440,092
4	16" WL & Appurtenances	1,500	LF	\$ 320	\$ 480,000
5	30" Boring and Casing	200	LF	\$ 660	\$ 132,000
6	Pavement Repair	100	LF	\$ 150	\$ 15,000
<b>SUBTOTAL:</b>					<b>\$ 8,237,400</b>
CONTINGENCY				30%	\$ 2,471,300
<b>SUBTOTAL:</b>					<b>\$ 10,708,700</b>
ENG/SURVEY				20%	\$ 2,141,800
<b>SUBTOTAL:</b>					<b>\$ 12,850,500</b>
<b>Estimated Project Total:</b>					<b>\$ 12,850,500</b>

**CIP Project Number:**

7

**Phase: 10-Year**

**Project Name:**

**12-inch Telge Water Line**

**Project Description:**

This project includes the construction of a 12-inch water line along Telge Road towards the western part of the City.

**Project Drivers:**

This water line will connect the City's existing water distribution system along FM 2920 with water lines along Boudreaux Road to create a loop and connect the system with the future Telge Water Plan (Project 8). This project will help serve peak hour demand in the City's system and help serve future Telge area customers.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	21,000	LF	\$ 240	\$ 5,040,000
2	20" Boring and Casing	1,500	LF	\$ 440	\$ 660,000
3	Pavement Repair	4,500	LF	\$ 150	\$ 675,000
<b>SUBTOTAL:</b>					<b>\$ 6,375,000</b>
CONTINGENCY				30%	\$ 1,912,500
<b>SUBTOTAL:</b>					<b>\$ 8,287,500</b>
ENG/SURVEY				15%	\$ 1,243,200
<b>SUBTOTAL:</b>					<b>\$ 9,530,700</b>
<b>Estimated Project Total:</b>					<b>\$ 9,530,700</b>

# City of Tomball



**Draft Water CIP - Opinion of Probable Construction Cost\***

**July 7, 2023**

*\*Planning Level Cost in 2023 Dollars*

**CIP Project Number:**

8

**Phase: 10-Year**

**Project Name:**

**New Telge Water Plant**

## Project Description:

This project includes the construction of a new water plant in the southwest of the city limits near Telge Road and Grand Parkway intersection with 2,000 gpm supply and 2,000 service pumping along with a 0.75 MG ground storage tank

## Project Drivers:

This new water plant will help meet the future projected demands in the City's water distribution system.

## Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	1,500 gpm Pumps	1	EA	\$ 4,320,276	\$ 4,320,276
2	0.75 MG Ground Storage Tank	1	LS	\$ 1,387,500	\$ 1,387,500
3	1,500 gpm Groundwater Well	1	EA	\$ 2,880,184	\$ 2,880,184
<b>SUBTOTAL:</b>					<b>\$ 8,588,000</b>
CONTINGENCY				30%	\$ 2,576,400
<b>SUBTOTAL:</b>					<b>\$ 11,164,400</b>
ENG/SURVEY				20%	\$ 2,232,900
<b>SUBTOTAL:</b>					<b>\$ 13,397,300</b>
<b>Estimated Project Total:</b>					<b>\$ 13,397,300</b>

**APPENDIX C**  
**Wastewater Impact fee Eligible CIP**  
**Planning Level Opinions of Probable Construction Costs (OPCCs)**  
**for Proposed Projects**

**CIP Project Number:**

**1**

**Phase: 10-Year**

**Project Name:** Hicks LS Expansion to 1.2 MGD

**Project Description:**

This project includes expansion of the Hick Lift Station firm pumping capacity to 1.2 MGD.

**Project Drivers:**

Expansion of the firm pumping capacity at the Hicks Lift Station is needed to serve existing and future peak flows to the lift station. The lift station wet well and force main have capacity to serve the projected flows. The expansion includes replacement pumps, electrical, generator, piping and valves.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Hicks Pumps	1	LS	\$ 240,000	\$ 240,000
2	Hicks Electrical	1	LS	\$ 291,000	\$ 291,000
3	Hicks Generator	1	LS	\$ 132,000	\$ 132,000
4	Hicks Piping and Valves	1	LS	\$ 121,000	\$ 121,000
<b>SUBTOTAL:</b>					<b>\$ 784,000</b>
CONTINGENCY				30%	\$ 235,200
<b>SUBTOTAL:</b>					<b>\$ 1,019,200</b>
ENG/SURVEY				20%	\$ 203,900
<b>SUBTOTAL:</b>					<b>\$ 1,223,100</b>
<b>Estimated Project Total:</b>					<b>\$ 1,223,100</b>

**CIP Project Number:**

**2**

**Phase: 10-Year**

**Project Name: 18-Inch South Persimmon Gravity Line**

**Project Description:**

This project includes the construction of a new 18-inch gravity line along South Persimmon Street between the Persimmon Lift Station and Medical Complex Drive.

**Project Drivers:**

The recommended replacement gravity line is sized to convey the existing and projected future peak wet weather wastewater flows. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53). This project will also consolidation of the existing Persimmon Lift Station.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Decommission Persimmon Lift Station	1	EA	\$ 50,000	\$ 50,000
2	18" Pipe > 16 feet deep	5,700	LF	\$ 360	\$ 2,052,000
3	60" Diameter Manhole (8 - 16 feet deep)	12	EA	\$ 20,000	\$ 240,000
4	30" Boring and Casing	100	LF	\$ 660	\$ 66,000
5	Pavement Repair	700	LF	\$ 150	\$ 105,000
<b>SUBTOTAL:</b>					<b>\$ 2,513,000</b>
CONTINGENCY				30%	\$ 753,900
<b>SUBTOTAL:</b>					<b>\$ 3,266,900</b>
ENG/SURVEY				15%	\$ 490,100
<b>SUBTOTAL:</b>					<b>\$ 3,757,000</b>
<b>Estimated Project Total:</b>					<b>\$ 3,757,000</b>

CIP Project Number:

3

Phase: **10-Year**

**Project Name:** 10/18-inch along Lutheran Church Road and FM 2920 Rd Gravity Line

**Project Description:**

This project includes the construction of a new 10-inch gravity line along Lutheran Church Road and 18 -inch gravity line along FM 2920. The eastern part of the 18-inch line segment will replace the existing 12-inch line along FM 2920.

**Project Drivers:**

The recommended replacement gravity lines are sized to convey the existing and projected future peak wet weather wastewater flows. The additional capacity provided by this replacement line will help the City maintain regulatory compliance regarding the prevention of surcharging and sanitary sewer overflows in a gravity sewer system (TCEQ §217.53). This line will allow the anticipated developments along the Lutheran Church Road to connect to the City's collection system.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	10" Pipe > 16 feet deep	3,400	LF	\$ 200	\$ 680,000
2	18" Pipe 8- 16 feet deep	5,900	LF	\$ 324	\$ 1,911,600
3	48" Diameter Manhole (16 - 24 feet deep)	7	EA	\$ 20,000	\$ 140,000
4	60" Diameter Manhole (8 - 16 feet deep)	8	EA	\$ 20,000	\$ 160,000
5	30" Boring and Casing	250	LF	\$ 660	\$ 165,000
6	Pavement Repair	1,000	LF	\$ 150	\$ 150,000
<b>SUBTOTAL:</b>					<b>\$ 3,206,600</b>
CONTINGENCY				30%	\$ 962,000
<b>SUBTOTAL:</b>					<b>\$ 4,168,600</b>
ENG/SURVEY				15%	\$ 625,300
<b>SUBTOTAL:</b>					<b>\$ 4,793,900</b>
<b>Estimated Project Total:</b>					<b>\$ 4,793,900</b>

**CIP Project Number:**

**4**

**Phase: 10-Year**

**21-inch Telge Gravity Line along Humble Road**

**Project Description:**

This project includes the construction of a new 21-inch gravity line along Humble Road to the anticipated Telge development.

**Project Drivers:**

This project will allow conveyance of projected future wastewater flows from the anticipated development along Telge Road to the City's South WWTP. The new 21-inch gravity line is proposed to connect to the currently under -design FM 2920 consolidation line (Project D). The recommended replacement gravity line is sized to convey the existing and projected peak wet weather wastewater flows.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	21" Pipe 8- 16 feet deep	6,600	LF	\$ 378	\$ 2,494,800
2	60" Diameter Manhole (8 - 16 feet deep)	9	EA	\$ 20,000	\$ 180,000
3	36" Boring and Casing	550	LF	\$ 792	\$ 435,600
<b>SUBTOTAL:</b>					<b>\$ 3,110,400</b>
CONTINGENCY				30%	\$ 933,200
<b>SUBTOTAL:</b>					<b>\$ 4,043,600</b>
ENG/SURVEY				15%	\$ 606,600
<b>SUBTOTAL:</b>					<b>\$ 4,650,200</b>
<b>Estimated Project Total:</b>					<b>\$ 4,650,200</b>

**CIP Project Number:**

**5**

**Phase: 10-Year**

**Project Name:** **New 1.1 MGD Telge Lift Station, 8-inch Force Main, and 21-inch Gravity Main**

**Project Description:**

This project includes the construction of a new 1.1 MGD lift station west of Telge Road along with a 8-inch force main. The project also includes the construction of a 21-inch gravity line that will connect to the proposed 21-inch line along Humble Road (Project 4).

**Project Drivers:**

The proposed lift station, force main and gravity main are sized to serve projected future peak wet weather flows from the anticipated developments along Telge Road.

**Opinion of Probable Construction Cost**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	21" Pipe 8- 16 feet deep	5,100	LF	\$ 378	\$ 1,927,800
2	60" Diameter Manhole (8 - 16 feet deep)	7	EA	\$ 20,000	\$ 140,000
3	36" Boring and Casing	100	LF	\$ 792	\$ 79,200
4	8" Force Main < 8 feet deep	2,400	LF	\$ 144	\$ 345,600
<b>SUBTOTAL:</b>					<b>\$ 3,227,600</b>
CONTINGENCY				30%	\$ 968,300
<b>SUBTOTAL:</b>					<b>\$ 4,195,900</b>
ENG/SURVEY				20%	\$ 839,200
<b>SUBTOTAL:</b>					<b>\$ 5,035,100</b>
<b>Estimated Project Total:</b>					<b>\$ 5,035,100</b>

## **APPENDIX D**

### **Existing Water and Wastewater Facility Inventory**

## 2023 Water Facility Inventory

**Table D-1: Existing Water Supply Capacity**

Facility Name	Address	Well No.	Tested Capacity <sup>(1)</sup>	
			(gpm)	(MGD)
Pine Street Water Plant	802 S Pine Street	1	537	0.77
		2	1,889	2.72
School Well	707 School St	3	707	1.02
FM 290 Water Plant	15902 FM 2920	5	763	1.10
		6	546	0.79
Total			4,442	6.40

(1) From TCEQ Drinking Water Watch website and City.

**Table D-2: Existing Water Storage Capacity**

Storage Type	Facility Name	Address	Storage Capacity <sup>(1)</sup> (MG)
Ground	Pine Street Water Plant <sup>(2)</sup>	802 S Pine Drive	0.4
	FM 2920 Water Plant	15902 FM 2920	0.5
	<b>Total</b>		<b>0.9</b>
Elevated	Pine Street Water Plant	802 S Pine Drive	0.75
	Ulrich Road	1331 Ulrich St	0.5
	Baker Drive Water Plant	1006 Baker St	0.2
	<b>Total</b>		<b>1.25</b>
Hydropneumatic Tank	FM 2920 Water Plant	15902 FM 2920	0.005

(1) From TCEQ Drinking Water Watch and City.

**Table D-3: Existing Water Service Pumping Capacity**

Facility Name	Address	Pump No.	Rated Capacity <sup>(1)</sup>	
			(gpm)	(MGD)
Pine Street Water Plant	802 S Pine Dr	1	1,000	1.44
		2	1,000	1.44
		3	1,000	1.44
FM 2920 Water Plant	15902 FM 2920	1	1,000	1.44
		2	1,000	1.44
		3	1,000	1.44
Total			6,000	8.64
Firm			5,000	7.20

(1) From TCEQ Drinking Water Watch and City.



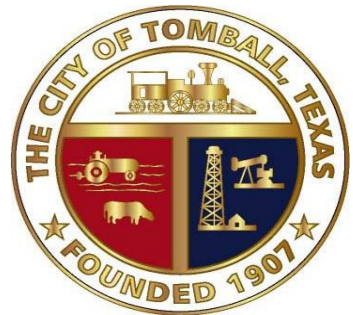
## **2023 Wastewater Facility Inventory**

**Table D-4: Existing Wastewater Treatment Plant Facilities**

WWTP Name -- TPDES Permit No.	Permitted Capacities		Permitted Outfall
	Average Daily Flow (MGD)	Peak Flow (MGD)	
North WWTP -- WQ0010616001	1.5	4.5	HCFCF ditch J231-00-00, thence to Bogs Gully, thence to Spring Creek
South WWTP -- WQ0010616002	1.5	6.0	HCFCF ditch M121-00-00, thence to Willow Creek, thence to Spring Creek

City of Tomball

Draft Table D-5: Existing Lift Station Inventory



Lift Station No.	Lift Station Name	Address	Wet Well					Force Main		Pump							
			Diameter (ft)	Ground Elevation (MSL)	Bottom of Wet Well (MSL)	Influent Pipe Diameter (in)	Influent Pipe Flowline(s) (MSL)	Force Main Diameter (in)	Force Main Length (ft)	Number of Pumps	Model/ Manufacturer/ Serial	Firm Capacity (gpm)	Horse Power	TDH (ft)	1st Pump ON level (MSL)	2nd Pump ON level (MSL)	Pump OFF level (MSL)
1	North Star Estates	31530 Capella Circle	8 x 8	164.67	144.67	8	158.34	8	5480	2	Flygt 3140.180-0628	150	15	-	153	155	151
2	Sherwood Forest	30203 Wickford Dr.	4	210.32	191.65	6 / 12 / 10	195.61 (N) / 203.32 (S)	6	480	2	Flygt 3102 Hydromatic Pump Serial 16503 Model 40 MMP Imp Dia: 7.5"	300	5	-	203.5	204.5	203
3	Hunterwood	13406 Julia Lane	6	181.87	164	8	168.5	4	4610	2	Flygt NP 3127 HT-3 - Adaptive 489	112	7.5	63	167	167.5	165
4	Snook Lane	1035 E. Hufsmith Rd.	5	172	152.25	8	168.17 (N) / 167.17 (S)	4	580	2	Flygt 3085.120-830362	115	2	-	174	194	141
5	Tomball Hills	28106 Chris Lane	8	168.5	141.5	15	145.3	6	4670	2	Flygt Model Np 3171.185 Submersible	410	35	140	144.63	145.3	143
6	Persimmon	303 S.Persimmon	4	179.2	158.8	6 / 8 / 8	6" (NE) 167.25 8" (S) 163.16 8" (E) 163.15	4	120	2	NP3085 Flygt 3085.181-4345	-	3	-	164	170	161.25
7	Jergens Park	Ulrich Rd. at Jergens Park	3	-	-	6	-	2	660	2	Myers 7200 - 0175 H4HN	-	2	-	-	-	-
8	Matheson Park	Ulrich Rd. at Matheson Park	4	-	-	8	-	4	2550	2	Myers 4V50M4-21	-	5	-	-	-	-
9	FM 2920	15303 FM 2920	6	173.93	153.93	12	158.305-W / 159.013-E	8	7950	2	Flygt 3140.090-6068	325	15	77	194	205	179
10	Hicks St.	1519 Hicks St.	8	181	157.1	8	163.88	8	1470	2	Flygt NP3127 LT 3-422	780	7.5	36	161.1	162.1	158.1
11	Raleigh Creek	30615 Raleigh Creek Dr.	8	170	138	12	142	6	185	2	EBARA Submersible Pumps Model 100DLMFU63.7	350	5	30	145	155	142
12	Broussard Park		5	178.37	158.14	8	160	2	2,891	2	-	30	5	111	160	161	162

Data Sources	
As-Built Data	GIS Data
Information From City	Estimate from Pump
Contour Data	Vendor Curves
Field Survey Data	Model Assumption

## **APPENDIX E**

### **Anticipated Future Developments**

**Table E-1: Anticipated Future Residential Developments during Impact Fee Period**

Development ID	Name <sup>(1)</sup>	Planning Year <sup>(1)</sup>	Developable Area <sup>(2)</sup> 80% of Area	Units/Acre <sup>(3)</sup>	No. of Units <sup>(4)</sup>	Population <sup>(5)</sup>
R-03	Hicks and Quinn Residential Neighborhood	10	1.2	4.5	6	16
R-06	Bethel Heights Subdivision	10	5.3	4.5	25	65
R-07	Residential	5	12.6	1.0	5	13
R-08	Cherry Pines	5	25.6	7.0	126	328
R-39	New 130 homes	5			130	338
R-13	Telge Tract	5	800	4.0	350	910
		10			950	2,470
R-15	Hines Rayburn Development	5	83.2		291	757
R-19	SF Residential (6,000 sf lots)	5	1.5	7.0	6	16
R-22	SF Residential (43,560) sf lots)	5	5.6	1.0	3	8
R-23	Townhomes	5	27.8		113	390
R-25	Multi Family	5	0.9	13.0	11	29
R-26	Residential	5	30.5	4.5	137	357
R-27	Residential	5	22.9		65	169
R-28	Residential	5	15.8		145	377
R-29	Residential	5	39.5	4.5	90	234
R-30	Residential	5	75.4		350	910
R-31	Multi Family	5	14.3		360	936
R-32	Residential	5	0.0		50	130
R-33	Tomball Senior Village	5	2.8	13.0	37	37
R-34	Senior Living	5	3.7		48	48
R-35	Church Adjacent	10	148.9	4.5	670	1,743
R-37	Additional Septic	25			100	260
R-38	Residential	5			177	460
R-36	Telge Well/ Septic	10	434.8		290	754
<b>Impact Fee Total</b>			<b>1,752</b>		<b>4,536</b>	<b>11,753</b>

(1) Developments and projected planning years identified by the City's Planning Department.

(2) Developments follow Parcel boundaries and Development area calculated in GIS with assumption of 80% of the acreage being developable.

(3) Units per acres from City's 2009 Comprehensive Plan or from lot size/density per city input.

(4) Impact fee eligible number of units calculated using input from City or units/acre information.

(5) Population projections using 2.6 persons per dwelling unit assumption from City's 2009 Comprehensive Plan.

**City of Tomball**  
**Table E-2: Anticipated Future Commercial**  
**Developments during Impact Fee Period**



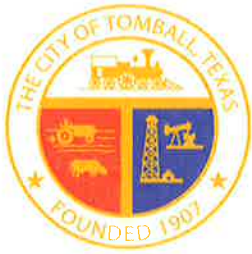
Development ID	Name <sup>(1)</sup>	Planning Year <sup>(1)</sup>	Developable Area <sup>(2)</sup> 80% of Area
C-06	Tennis Ventures	5	3.1
C-09b	Commercial	5	4.1
C-11e	General Electric/Office	5	2.0
C-11f	General Electric/Office	5	2.2
C-12	Commercial	10	5.0
C-14	Future Commercial	5	15.1
C-16	Gas Station	10	11.6
C-17	Commercial	10	6.7
C-19a	Commercial (No Concept Yet)	5	14.8
C-19c	Commercial	5	1.5
C-22	Commercial	5	6.5
C-25a	Commercial	5	6.4
C-26	Commercial	5	4.8
C-29 <sup>(4)(5)</sup>	Grand Parkway Town Center <sup>(3)(4)</sup>	5	65.0
C-30 <sup>(5)</sup>	HCID17 Commercial	5	16.1
C-32	Retail/Office/Warehouse	5	2.4
C-33	Zoned Industrial expecting office warehouse	5	5.5
C-35	Church	5	25.4
C-36	Office/Warehouse	10	0.8
C-37	Office/Warehouse	10	30.1
C-38a	Costco	5	14.1
C-38b	Commercial	5	6.7
C-41	Retail	5	2.9
C-42	Retail	5	1.6
C-43	Commercial	5	4.7
C-45a	Commercial (No Concept Yet)	5	11.8
C-45c	Commercial (No Concept Yet)	10	20.5
C-46	Commercial (No Concept Yet)	5	3.9
C-48	Commercial (No Concept Yet)	10	9.1
C-49	Commercial (No Concept Yet)	10	5.7
C-50	Commercial	10	9.7
C-51	Commercial (No Concept Yet)	10	19.7
C-54	Commercial (No Concept Yet)	10	5.4
C-57	Winfrey Lane	5	52.2
C-58	Commercial	10	57.7
C-60	Commercial	5	7.8
C-61	Commercial	5	4.2
C-62	Commercial	5	3.5
C-63	Commercial	5	2.2
C-64	Commercial	5	9.4
C-65	Commercial	10	10.2
C-66	Commercial	10	44.1
C-67	Commercial	5	5.9
C-68	Commercial	5	2.6
C-70	Commercial	5	1.8
C-71	Commercial	5	9.7
C-72	Commercial	5	10.3
C-73	Commercial	5	1.7
C-74	Commercial	5	5.6
C-75	Commercial	5	72.8
C-76	Commercial	10	5.9
C-77	Commercial	10	54.0
C-79	Crawfish Restaurant	5	4.2
C-78	Salem Lutheran Church & School	5	22.7
Impact Fee Total			733.0

(1) Developments and projected planning years identified by the City's Planning Department.

(2) Developments follow Parcel boundaries and Development area calculated in GIS with assumption of 80% of the acreage being developable.

(3) Grand Parkway Acreage from Brochure

(4) Nabor acreage per City input



# *City of Tomball*

## *Capital Improvement Plan Advisory Committee*

Date: August 28, 2023

From: Capital Improvement Plan Advisory Committee (CIPAC)

Re: CIPAC Recommendation on Land Use Assumptions, Capital Improvement Plan and Water and Wastewater Impact Fees

Mayor Lori Klein Quinn and City Council,

In accordance with Section 395.056 of the Texas Local Government Code, the CIPAC created under Section 395.058, shall file its written comments on the proposed amendments to the Land Use Assumptions, Capital Improvement Plan, and Water and Wastewater Impact Fees before the fifth business day before the date of the Public Hearing on the amendments.

The CIPAC made its formal recommendation with a unanimous vote during its Special CIPAC Meeting held on August 14, 2023, at 5:00 pm, for the City Council to approve an increase of water and wastewater Impact Fees to the maximum allowable rate as calculated in the Impact Fee Study. The increase is recommended to occur immediately upon Council approval and remain in effect each subsequent year for the next five years.

Sincerely,

Barbara Tague  
CIPAC Chairman

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Conduct Public Hearing of the City Council of the City of Tomball to consider adoption of Updated Impact Fees for Water and Wastewater, in accordance with Chapter 395, Texas Local Government Code; Making Other Findings and Providing Details Related Thereto.

#### Background:

On August 14, 2023, the Capital Improvement Plan Advisory Committee (CIPAC) reviewed the 2023 City of Tomball Water and Wastewater Impact Fee Study as prepared by Freese & Nichols, Inc. and City staff. CIPAC made its formal recommendation on August 28, 2023, for the City Council to approve an increase of Water and Wastewater Impact Fees to the maximum allowable rate as calculated in the Impact Fee Study. The increase is recommended to occur immediately upon City Council approval and remain in effect each subsequent year after for the next five years.

Meter Size	Service Unit Equivalents	Maximum Allowable Impact Fees  Water	Maximum Allowable Impact Fees  Wastewater	Total Maximum Allowable Impact Fees
3/4"	1	\$6,618	\$8,069	\$14,687
1"	1.6	\$10,588	\$12,910	\$23,498
1-1/2"	5.3	\$35,075	\$42,765	\$77,840
2"	6.6	\$43,678	\$53,255	\$96,933
3"	13.3	\$88,019	\$107,317	\$195,336
4"	26.6	\$176,038	\$214,635	\$390,673
6"	53.3	\$352,739	\$430,077	\$782,816
8"	90.0	\$595,620	\$726,210	\$1,321,830
10"	166.6	\$1,102,558	\$1,344,295	\$2,446,853

Pursuant to Chapter 395 of the Local Government Code, a single public hearing will be conducted on the proposed updated impact fees for water and wastewater. The first reading of the Ordinance will follow the public hearing; the second reading of the ordinance will be presented to Council at the regular Council meeting on November 6, 2023.

**Origination:** Project Management

**Recommendation:**

Conduct Public Hearing

**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?

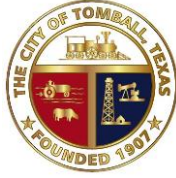
Yes: \_\_\_\_\_ No: \_\_\_\_\_ If yes, specify Account Number: # \_\_\_\_\_

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

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

# NOTICE OF PUBLIC HEARING CITY OF TOMBALL, TEXAS

**MONDAY, OCTOBER 16, 2023**



**6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT** a public hearing will be conducted by the City Council of the City of Tomball, Texas for 6:00 p.m. on October 16, 2023 at the regular meeting place of the City, the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law). The public hearing will be held to consider amendment of Impact Fees, the purpose of which is to consider the amendment of the Land Use Assumptions and Capital Improvements Plan and the imposition of an impact fee.

Any member of the public has the right to appear at the Public Hearing and present evidence for or against the update. All written or oral objections relating to this matter will be considered at the public hearing.

## **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 6th day of September 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

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

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

# City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

## Topic:

Consideration to Approve **Ordinance Amendment OAM23-02**: Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

## Conduct Public Hearing on **Ordinance Amendment OAM23-02**

Adopt, on First Reading, Ordinance No. 2023-40, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by revising its code of ordinance amending Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

## Background:

The applicants wish to establish a commercial pest control business at their property located at 1120 Rudolph Road. This use is defined as “Exterminator Service/Company (no outdoor sales or storage)” in the Tomball Code of Ordinance, said use is not permitted within the Single Family Residential – 20 zoning districts that the property presently falls within. In May of 2023, the applicants sought a rezoning of their property located at 1120 Rudolph Road to General Retail (GR) zoning to allow the establishment of the desired commercial business. This request to rezone to General Retail (GR) was denied by the City Council. In response to this denial, the applicants are requesting an amendment to the City of Tomball Code of Ordinance. Said amendment is to modify the “Exterminator Service/Company (no outdoor sales or storage)” land use to be allowed with the approval of a Conditional Use Permit (CUP) within the Single-Family Residential Estate (SF-20-E) zoning district. The applicants request that only properties which are 3-acres in size or larger be eligible for said CUP.

## Origination:

## Recommendation:

City staff recommends denial of **Ordinance Amendment OAM23-02**. Planning and Zoning Commission recommends Denial (Unanimously).

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

## FUNDING (IF APPLICABLE)

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

<b>Signed:</b> _____	<b>Approved by:</b> _____
Staff Member	City Manager
Date	Date

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 9, 2023  
&  
CITY COUNCIL  
OCTOBER 16, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 9, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 16, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Ordinance Amendment OAM23-02:** Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

**Conditional Use Permit Case CUP23-07:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-14:** Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-15:** Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

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 City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

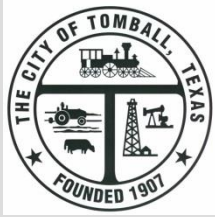
### **C E R T I F I C A T I O N**

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 6<sup>th</sup> day of October 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



## Ordinance Amendment Staff Report

Planning & Zoning Commission Public Hearing Date: October 9, 2023

City Council Public Hearing Date: October 16, 2023

**Case:** OAM23-02

**Applicant(s):** Chris & Tiona Campbell

**Section(s):** Section 50-82 (*Use Regulations (Charts)*), Subsection (b) (*Use Charts*)

**Subject:** Allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in Single Family Residential – 20 Estate (SF-20-E)

### **BACKGROUND**

The applicants wish to establish a commercial pest control business at their property located at 1120 Rudolph Road. This use is defined as “Exterminator Service/Company (no outdoor sales or storage)” in the Tomball Code of Ordinance, said use is not permitted within the Single Family Residential – 20 zoning districts that the property presently falls within. In May of 2023, the applicants sought a rezoning of their property located at 1120 Rudolph Road to General Retail (GR) zoning to allow the establishment of the desired commercial business. This request to rezone to General Retail (GR) was denied by the City Council. In response to this denial, the applicants are requesting an amendment to the City of Tomball Code of Ordinance. Said amendment is to modify the “Exterminator Service/Company (no outdoor sales or storage)” land use to be allowed with the approval of a Conditional Use Permit (CUP) within the Single-Family Residential Estate (SF-20-E) zoning district. The applicants request that only properties which are 3-acres in size or larger be eligible for said CUP.

### **NOTICE OF PUBLIC HEARING:**

A public hearing notice was published in the Potpourri on September 27, 2023.

### **PROPOSED ORDINANCE AMENDMENT(s):**

Code of Ordinance Section(s):

50-82 (*Use Regulations (Charts)*), Subsection (b) (*Use Charts*)

### **REVISE:**

Types of Land Uses	Residential Zoning Districts										Nonresidential Zoning Districts							OT&MU	Parking ratio <a href="#">(Also see section 50-112)</a>		
	AG	SF-20-E	SF-9	SF-6			D		MF		MHP	O		GR			C			LI	
Commercial and Wholesale Trade																					
Exterminator service/company (no outdoor sales or storage)		C <sup>1</sup>												P			P	P		P	1 space per 300 square feet

**ADD:**

Footnote(s)	
C <sup>1</sup>	Site must be 3 acres or greater

## **RECOMMENDATION**

City staff recommends denial of OAM23-02

When zoning was initially adopted in the United States with the “New York City Zoning Ordinance of 1916”, one of the fundamental goals was to restrict incompatible uses from residential districts. Chapter 211 (Section.211.004) of the Texas Local Government Code stipulates that zoning regulations must be adopted in accordance with a Comprehensive Plan. Section 50-34 (*Amendments to zoning chapter & districts*) in the Tomball Code of Ordinance states that Chapter 50 (*Zoning*) is created to govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. Further, this section reflects Section 211.004 of the Texas Local Government Code, stating no changes shall be made to this chapter (Chapter 50) *except* to change property uses in accordance with the city’s adopted Comprehensive Plan. According to *Section 50-69 (Single Family Estate Residential District (SF-20-E))*, the purpose of this zoning district is intended to provide for development of low density detached, single-family residences on lots of not less than 20,000 square feet in size. It is intended for large lot subdivisions and for more rural type of residential areas that do not meet the Agricultural (AG) district requirements but may want to have additional accessory buildings and animals. This zoning district is identified within the City of Tomball Comprehensive Plan in TWO future land use categories, “Neighborhood Residential” and “Ranch Rural & Estates”. The “Neighborhood Residential” land use category is intended to create areas predominantly comprised of single-family detached housing, promoting safe and desirable neighborhoods, with single-family detached residential being the primary use. The “Ranch Rural & Estate” land use category is intended to promote land uses which include large lot residential, conservation subdivisions, and agricultural enterprises. The request to amend Chapter Section 50-82 (*Use Regulations (Charts)*), Subsection (b) (*Use Charts*) of the Tomball code of ordinance to allow an “Exterminator Service/Company (no outdoor sales or storage)” within the Single-Family Residential Estate – 20 (SF-20-E) zoning is in direct conflict with the goals and objectives of the Comprehensive Plan Future Land categories which promote the SF-20-E zoning district. As previously mentioned, Section 50-34 in the Tomball code of ordinances states that zoning regulations should only be changed in accordance with the adopted Comprehensive Plan. Additionally, the promotion of commercial uses within Single Family Residential Estate (SF-20-E) is contrary to the intent of the SF-20-E zoning district, which is identified in Section 50-69 as being intended for large lot detached single family residential purposes.



## **ZONING TEXT AMENDMENT**

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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

### **DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** [tomballtx.gov/securesend](http://tomballtx.gov/securesend)

**USERNAME:** tombalcedd

**PASSWORD:** Tomball!

#### **Applicant**

Name: Chris and Tiona Campbell Title: Owner  
 Mailing Address: 19611 Glenfinch lane City: Spring State: Texas  
 Zip: 77379 Contact: Chris Campbell  
 Phone: (832) 928-6044 Email: Chris@bellodomani.com

#### **Property Owner**

Name: Chris and Tiona Campbell Title: Owner  
 Mailing Address: 19611 Glenfinch lane City: Spring State: Texas  
 Zip: 77379 Contact: Chris Campbell  
 Phone: (832) 928-6044 Email: Chris@bellodomani.com

**Statement of Purpose-** Identify the existing section(s) of the Zoning Ordinance for which the Text Amendment is proposed, the proposed revised language and the reason(s) for the requested text Amendment (attach additional sheets as necessary):

Properties with 3 acres or more in a Single Family Residential Estate – 20 (SF-20-E)  
zoning district with a Conditional Use Permit (CUP) for an Exterminator Service/company

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**General Description of Property Affected by Amendment** (attach additional sheets as necessary):

1120 Rudolph Rd Tomball Tx 77375 is a 4.8 Acre trac with no other home around us but has other businesses with homes on their property like what we are wanting to do too in the same Single Family Residential Estate – 20 (SF-20-E)

**Statement of Facts Which the Applicant Believes Justify the Amendment** (attach additional sheets as necessary):

There are other properties in the same Single Family Residential Estate – 20 (SF-20-E) that have done the same as we are asking for.

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 C Campbell 2016 Campbell 8-17-23  
Signature of Applicant Date

x C Campbell 2016 Campbell 8-17-23  
Signature of Owner Date

**ORDINANCE NO. 2023-40**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS CODE OF ORDINANCES BY AMENDING SECTION 50-82 (USE REGULATIONS (CHARTS)), SUBSECTION (B)(USE CHARTS), OF ARTICLE III, DISTRICT REGULATIONS, OF CHAPTER 50, ZONING; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

---

**WHEREAS**, Chris & Tiona Campbell have requested an amendment to the code of ordinances, particularly to allow the “Exterminator Service/Company (no outdoor sales or storage)” land use within the Single Family Estate Residential – 20 (SF-20-E) zoning district with the approval of a Conditional Use Permit; 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, the Planning & Zoning Commission held a public hearing on the requested text amendment; and

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

**WHEREAS**, the Planning & Zoning Commission recommended in its final report that City Council deny the requested text amendment; and

**WHEREAS**, at least fifteen (15) days after the publication in the official newspaper of the City of the time and place of a public hearing, the City Council held a public hearing on the proposed text amendment; and

**WHEREAS**, the City Council finds it to be in the best interest of the health, safety, and welfare of the citizens to approve the text amendment as contained in this ordinance;

**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.** Article II, In General and Article III, District Regulations, of Chapter 50, Zoning of the Code of Ordinances of the City of Tomball, Texas is hereby amended as set out in Exhibit A, attached hereto and made a part of this Ordinance for all purposes.

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

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 4.** 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 \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary

# Exhibit “A”

**AMEND:** Section 50-82 (b) (*Use Regulations (Charts)*)

**REVISE:** Add the following entry

**ADD:**

Types of Land Uses	Residential Zoning Districts										Nonresidential Zoning Districts								OT&MU	Parking ratio <a href="#">[Also see section 50-112]</a>	
	AG	SF-20-E	SF-9	SF-6			D		MF		MHP	O		GR			C	LI			
Commercial and Wholesale Trade																					
Exterminator service/company (no outdoor sales or storage)		C <sup>1</sup>												P			P	P		P	1 space per 300 square feet
Footnote(s)																					
C <sup>1</sup>	Site must be 3 acres or greater																				

-END-

# City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

## Topic:

Consideration to Approve **Conditional Use Permit Case CUP23-07**: Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

## Conduct Public Hearing on **Conditional Use Permit Case CUP23-07**

Adopt, on First Reading, Ordinance No. 2023-41, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by issuing a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

## Background:

The subject property has been within the city limits of Tomball since at least 1907. The property has remained vacant since this time. In May of 2023, the applicants sought a rezoning of the subject property to General Retail (GR) to allow the establishment of an Exterminator Service/Company. That request was denied by City Council. In response to this denial, the applicants are seeking an amendment to the Code of Ordinance which would allow the Exterminator Service/Company land use within the existing Single Family Residential Estate – 20 (SF-20-E) zoning that the property falls within the approval of a Conditional Use Permit.

## Origination:

## Recommendation:

City staff recommends denial of **Conditional Use Permit Case CUP23-07**. Planning and Zoning Commission recommends Denial (1 Vote Aye, 4 Votes Nay).

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

## 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

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 9, 2023  
&  
CITY COUNCIL  
OCTOBER 16, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 9, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 16, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Ordinance Amendment OAM23-02:** Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

**Conditional Use Permit Case CUP23-07:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-14:** Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-15:** Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

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 City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

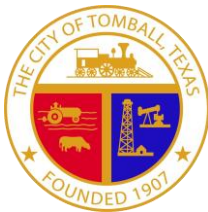
### **C E R T I F I C A T I O N**

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 6<sup>th</sup> day of October 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Case Number CUP23-07**

**09/27/2023**

The Planning & Zoning Commission will hold a public hearing on **October 9, 2023 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 Chris & Tiona Campbell, for a Conditional Use Permit to allow "Exterminator Service/Company (no outdoor sales or storage)" within Single Family Residential - 20 Estate (SF-20-E) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph 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 **conditional use permit**. 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 **October 16, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

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For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: CUP23-07**

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.

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

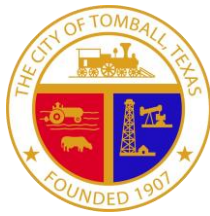
Name:  
Parcel I.D.:  
Address:

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor ☐  
Additional Comments:

I am opposed ☐

Signature: \_\_\_\_\_



*City of Tomball*  
*Community Development Department*

**CUP23-07**



# Notification Area



For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: CUP23-07**

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: BLEDSOE DEBORAH  
Parcel I.D.: 1192870000002  
Address: 1245 RUDOLPH RD

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

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor ☐  
Additional Comments:

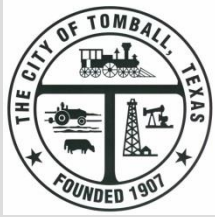
I am opposed ☒

Signature: 

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501 James Street • TOMBALL, TEXAS 77375

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## Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: October 9, 2023

City Council Public Hearing Date: October 16, 2023

**Rezoning Case:** CUP 23-07  
**Property Owner(s):** Chris & Tiona Campbell  
**Legal Description:** Portion of Lot 48 in Tomball Townsite  
**Location:** 1110-1120 blocks (east side) of Rudolph Road (Exhibit "A")  
**Area:** 4.940 acres  
**Comp Plan Designation:** Ranch Rural & Estate (Exhibit "B")  
**Present Zoning and Use:** Single-Family Residential – 20 (SF-20) / Vacant (Exhibit "D")  
**Request:** Conditional Use Permit (CUP) to permit "Exterminator Service/Company (no outdoor sales or storage)"

**Adjacent Zoning & Land Uses:**

**North:** Single-Family Estate Residential -20 (SF-20)/ Vacant

**South:** Single-Family Estate Residential – 20 (SF-20)/ Vacant

**West:** Single-Family Estate Residential – 20 (SF-20) / Jerry Matheson Park

**East:** Single-Family Estate Residential – 20 (SF-20) / Landfill and Wastewater Treatment Plant

### **BACKGROUND**

The subject property has been within the city limits of Tomball since at least 1907. The property has remained vacant since this time. In May of 2023, the applicants sought a rezoning of the subject property to General Retail (GR) to allow the establishment of an Exterminator Service/Company. That request was denied by City Council. In response to this denial, the applicants are seeking an amendment to the Code of Ordinance which would allow the Exterminator Service/Company land use within the existing Single Family Residential Estate – 20 (SF-20-E) zoning that the property falls within, with the approval of a Conditional Use Permit.

### **ANALYSIS**

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

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

The property is designated as Ranch Rural & Estate by the Comprehensive Plan Future Land Use Map. This category is intended to promote large lot single family residential uses. The intention of establishing the “Exterminator Service/Company (no outdoor sales or storage)” commercial land use is contrary to the goals and objectives of the Ranch Rural & Estate land use category identified on the Future Land Use Map within the Comprehensive Plan.

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

The proposed use is not consistent with the purpose and intent of the Single Family Residential Estate – 20 (SF-20-E) zoning district that the property falls within. According to the City of Tomball Code of Ordinance the SF-20-E zoning district is intended to provide for development of low density detached, single-family residences.

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

No, the planned use of the property for Exterminator Services/Company is not a use which is currently identified as being permitted within the SF-20-E zoning district (either by right or with the approval of a Conditional Use Permit). Further, city staff does not believe the zoning regulation should be modified to accommodate this planned commercial use as this would be contrary to the intent of the existing Single-Family Estate Residential – 20 zoning districts as well as the Ranch Rural & Estate land use category that this property falls within.

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

As mentioned previously, the subject property as well as the surrounding properties are located within the Single-Family Estate Residential -20 (SF-20-E) zoning district and are within the planned Ranch Rural & Estate future land use category. The existing zoning within these areas as well as the planned future land use category adopted by the Comprehensive Plan, and which is utilized to guide decisions regarding zoning are wholly intended to promote large lot single-family residential and agricultural land uses. The proposed use of this property for commercial purposes is not compatible with the existing zoning and/or the planned land uses for this area. Said commercial use would not preserve the character and integrity of adjacent development and planned residential land uses.

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

The proposed commercial use of this property may be viewed as detrimental to existing and/or planned residential uses for other properties within the vicinity.

## **PUBLIC COMMENTS**

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. These notice letters were sent on September 28, 2023. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **RECOMMENDATION**

The existing Single-Family Estate Residential – 20 (SF-20-E) zoning that the subject property as well as surrounding properties fall within does not encourage commercial land uses. Furthermore, the existing Future Land Use category of Ranch Rural and Estate, which embraces the entirety of the subject property as well as the surrounding properties does not support commercial uses. For these reasons, city staff is recommending denial of CUP23-07.

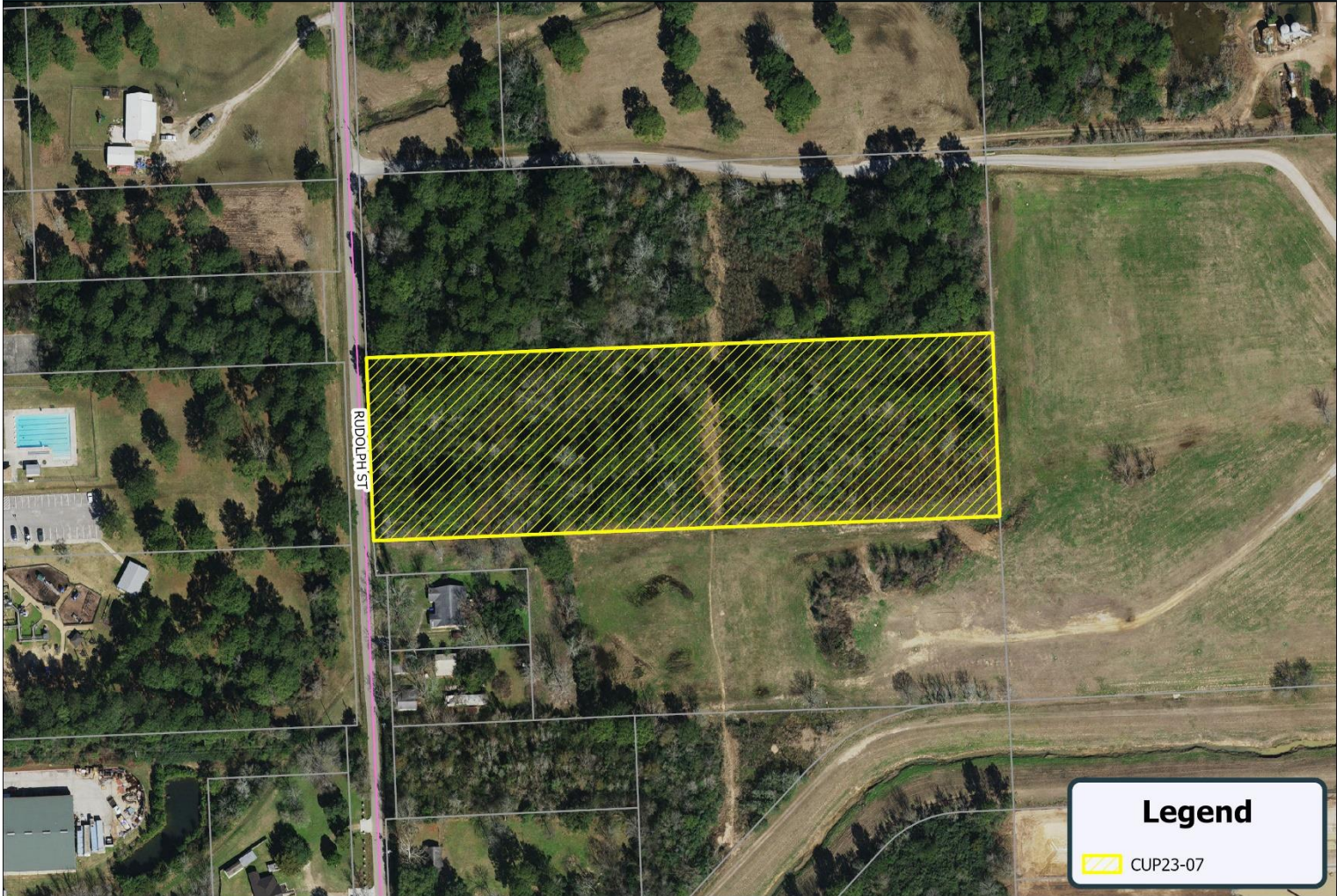
## **EXHIBITS**

- A. Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photo(s)
- E. CUP Application
- F. Concept Plan

Exhibit "A"  
Location Map



# Location



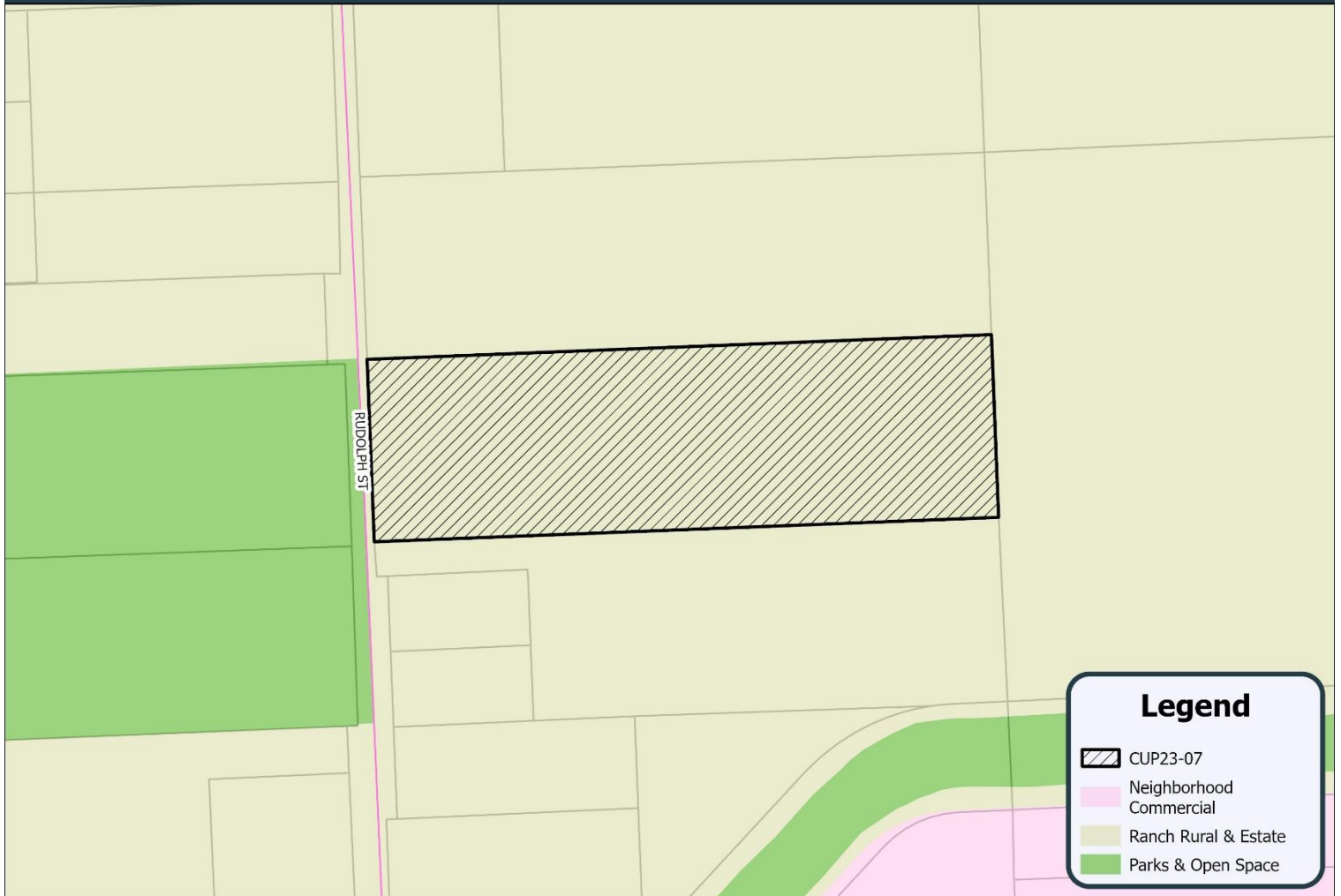
## Legend

 CUP23-07

Exhibit "B"  
Future Land Use Plan



# Future Land Use



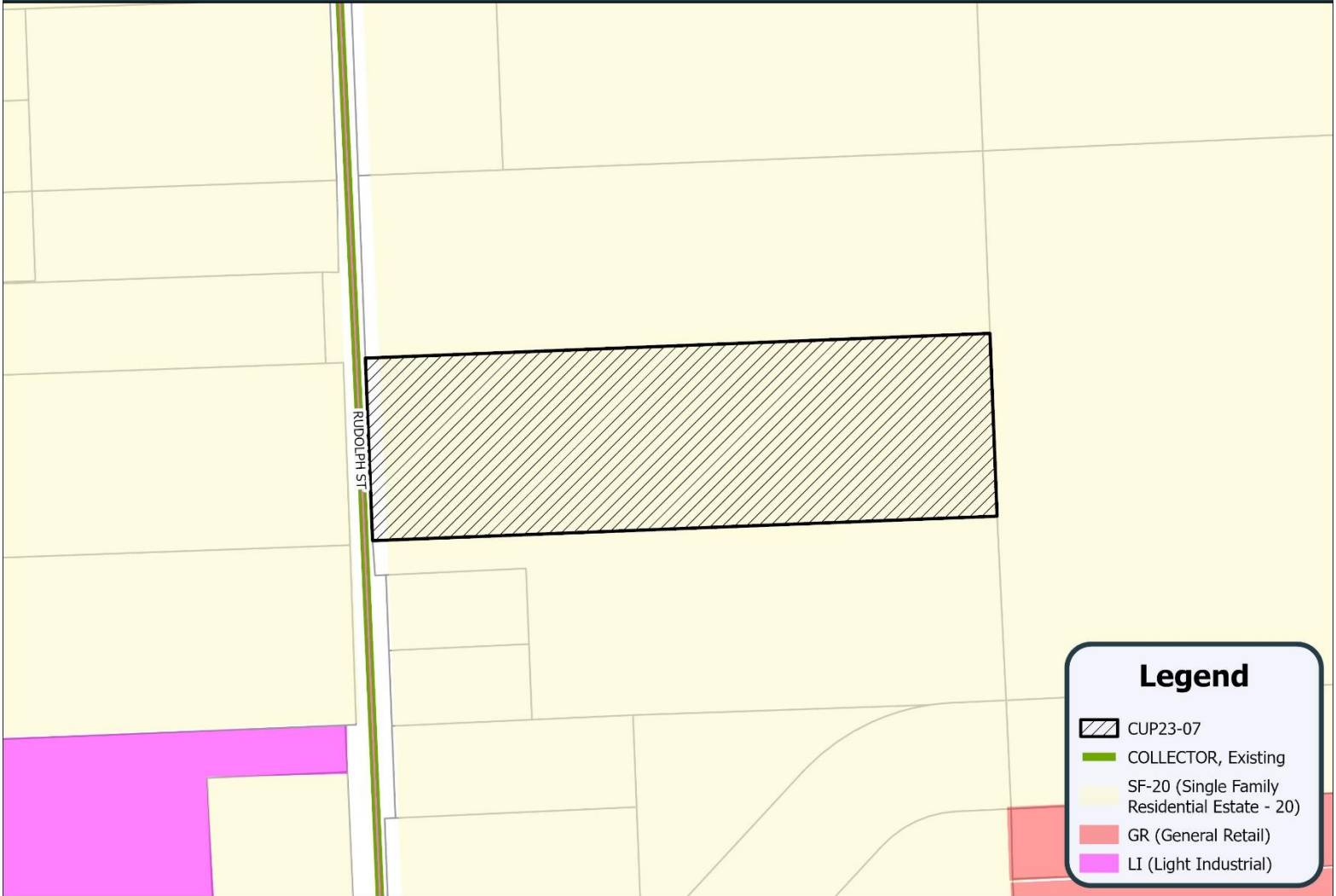
## Legend

-  CUP23-07
-  Neighborhood Commercial
-  Ranch Rural & Estate
-  Parks & Open Space

Exhibit "C"  
Zoning Map



# Zoning



**Exhibit "D"**  
**Site Photo(s)**

**Subject Site**



**Neighbor (North)**



## Neighbor (South)



## Neighbor (West)



## Exhibit "E"

### CUP Application



Revised: 10/1/2022

### **APPLICATION FOR CONDITIONAL USE PERMIT**

**Planning Division**

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

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

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

#### **DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** [tomballtx.gov/securesend](http://tomballtx.gov/securesend)  
**USERNAME:** tombalredd  
**PASSWORD:** Tomball1

#### **Applicant**

Name: Chris and Tiona Campbell Title: Owner  
Mailing Address: 19611 Glenfinch Lane City: Spring State: Texas  
Zip: 77379 Contact: Chris Campbell  
Phone: (832) 928-6044 Email: Chris@bellodomani.com

#### **Owner**

Name: Chris and Tiona Campbell Title: Owner  
Mailing Address: 19611 Glenfinch Lane City: Spring State: Texas  
Zip: 77379 Contact: Chris Campbell  
Phone: (832) 928-6044 Email: Chris@bellodomani.com

#### **Engineer/Surveyor (if applicable)**

Name: C&C Surveying Title: \_\_\_\_\_  
Mailing Address: 33300 Egypt Lane City: Magnolia State: Texas  
Zip: 77354 Contact: Steven L Crew  
Phone: (281) 356-5172 Fax: ( ) Email: survey@c&csurveying.com

Description of Proposed Project: CUP for a Pest Control office

Physical Location of Property: 1120 Rudolph Rd, Tomball Tx 77375

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

Legal Description of Property: Lot 48 Clerk file#2022-215079

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

HCAD Identification Number: 035282000083 Acreage: 4.940

Current Use of Property: Undeveloped

Proposed Use of Property: Exterminator Service/company

**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 C Campbell Aura Campbell 8-17-23  
Signature of Applicant Date

X C Campbell Aura Campbell 8-17-23  
Signature of Owner Date

**From:** [noreply@mail.tdr.tylerhosting.cloud](mailto:noreply@mail.tdr.tylerhosting.cloud)  
**To:** [Kimberly Chandler](#)  
**Subject:** Receipt #R01375709  
**Date:** Friday, August 18, 2023 10:03:36 AM

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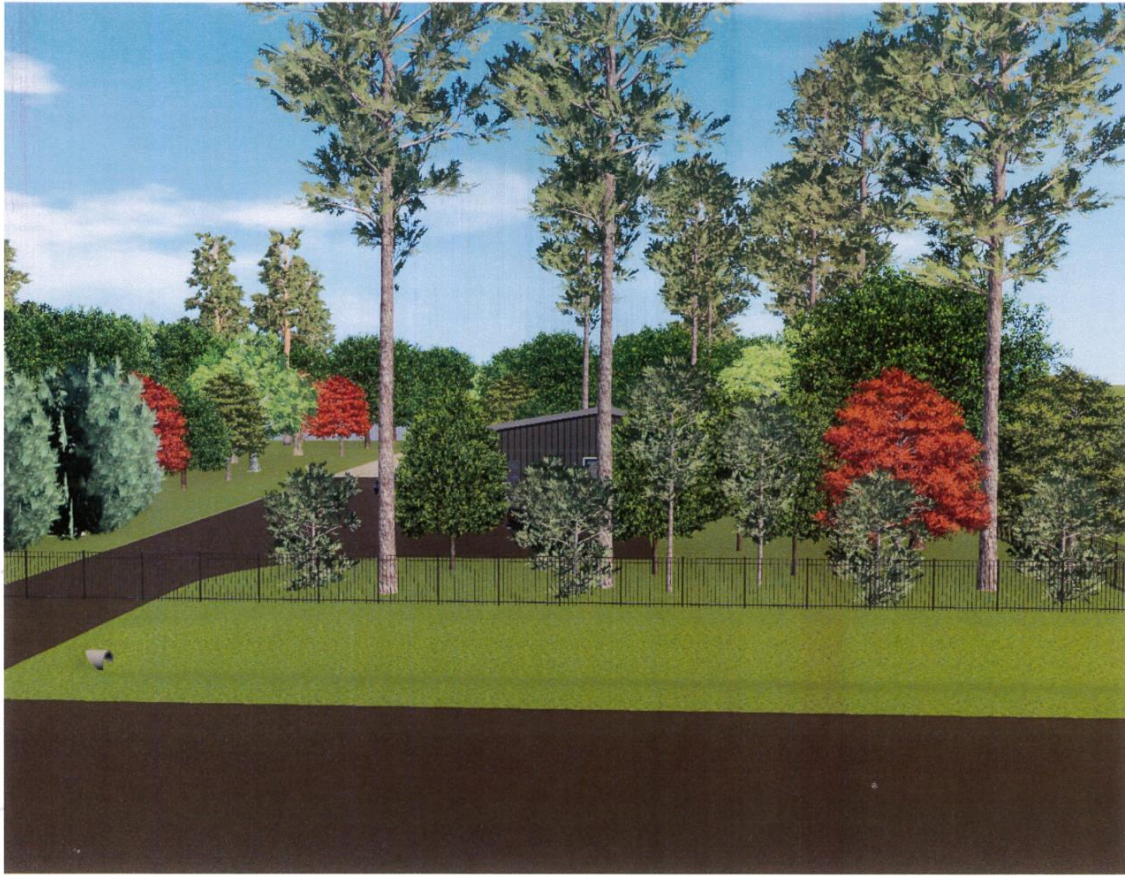
Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

401 Market Street  
401 Market Street  
Tomball, TX 77375  
(281) 351-5484

-----  
DATE : 8/18/2023 10:02 AM  
OPER : RP  
TKBY : rp  
TERM : 2  
REC# : R01375709  
130.0000 PLANNING AND ZONING  
Chris Campbell CUP 1120 rudolph 1000.00

Paid By:Chris Campbell CUP 1120 rudolph  
2-CK 1000.00 REF:w 2709

**Exhibit "F"**  
**Concept Plan**





*C & C Surveying, Inc.*

Firm Number 10009400  
33300 Egypt Lane, Suite F200  
Magnolia, Texas 77354  
Office: 281-356-5172

**Metes and Bounds**

**4.940 Acres**

**Tomball Townsite**

**Ralph Hubbard Survey, Abstract Number 383,  
Harris County, Texas**

*Being a 9.940 acre tract of land situated in the Ralph Hubbard Survey, Abstract Number 383, of Harris County, Texas, and being the remainder of Lot 48 of Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said remainder of Lot 48 being a called 4.896 acre tract, as recorded in Clerk's File Number 2022-215079 of the Real Property Records of Harris County; said 4.940 acres being more particularly described as follows with all bearings based on the North line of said called 4.896 acre deed;*

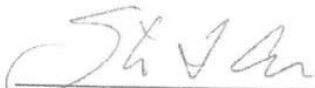
BEGINNING, at an iron rod with survey cap, found for the Southwest corner of the herein describe tract, common with Southeast corner of a 15 foot wide road dedication to the City of Tomball for Rudolph Road, as recorded in Clerk's File Number 2019-119104 of the Real Property Records of Harris County, and being on the North line of Lot 52 of said Tomball Townsite;

THENCE, North 02 degrees 32 minutes 40 seconds West, along the West line of the herein described tract, common with the East line of said Rudolph Road, a distance of 256.63 feet (call 252.16 feet), to an iron rod, found for the Northwest corner of the herein described tract, common with the Northeast corner of said Rudolph Road dedication, and being on the South line of Lot 43 of said Tomball Townsite;

THENCE, North 87 degrees 32 minutes 15 seconds East, along the North line of the herein described tract, common with the North line of said Lot 48, being the South line of said Lot 43, departing said Rudolph Road, a distance of 847.72 feet, to a 5/8 inch iron rod (bent), found for the Northeast corner of the herein described tract, being the Northeast corner of said Lot 48, the Southeast corner of Lot 43, the Southwest corner of Lot 44, and the Northwest corner of Lot 49;

THENCE, South 02 degrees 31 minutes 45 seconds East, along the East line of the herein described tract, common with the East line of Lot 48, with the West line of Lot 49, a distance of 251.05 feet, to a point for the Southeast corner of the herein described tract, being the Southeast corner of Lot 48, the Southwest corner of Lot 49, the Northwest corner of Lot 53, and the Northeast corner of the aforementioned Lot 52;

THENCE, South 87 degrees 09 minutes 38 seconds West, along the South line of the herein described tract, common with the South line of said Lot 48, being the North line of Lot 52, a distance of 847.66 feet, back to the **POINT OF BEGINNING** and containing 4.940 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated July 29, 2022.

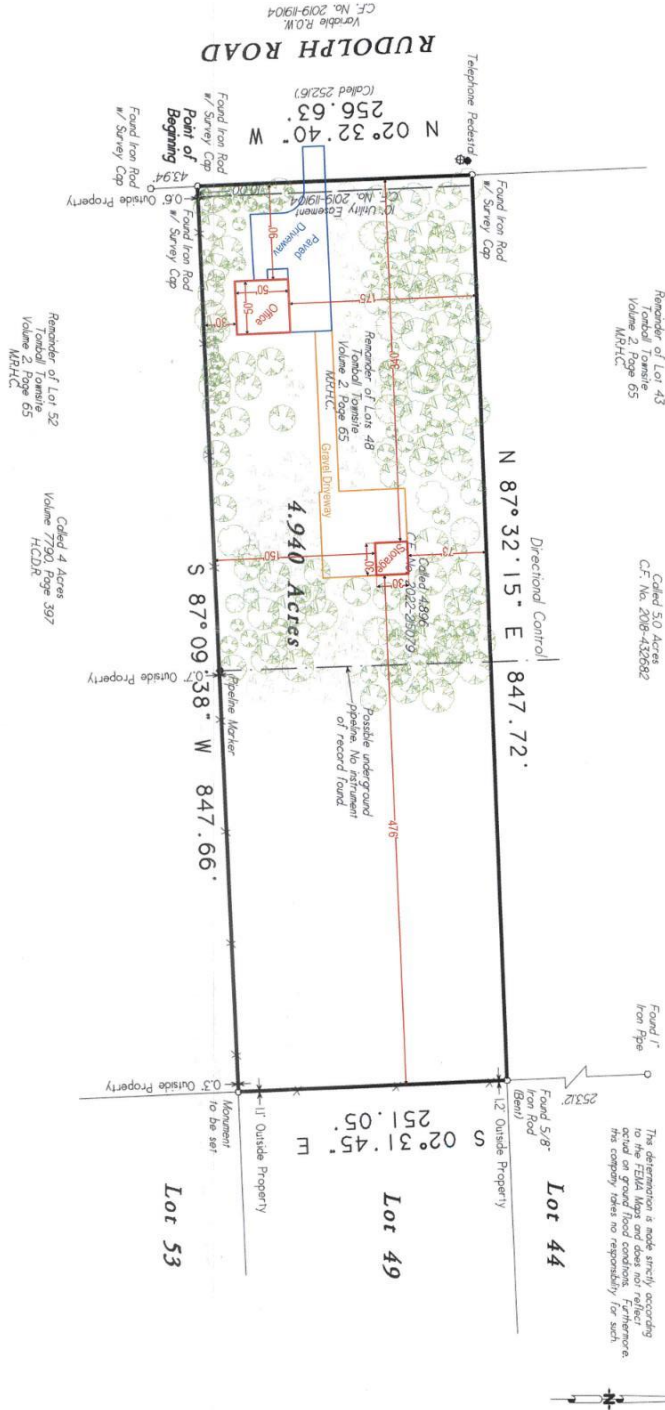


Steven L. Crews, Registered Professional Land Surveyor,  
22-0206  
07/29/22



Notes:  
 1. Basis of bearings: North line of subject property.  
 2. Easements and building lines as shown are per the recorded plat.  
 3. Survey performed without the benefit of a title search and without reference to easements and/or restrictions not shown.

✱ - WIRE FENCE  
 ⊕ - POWER POLE



Being a 4.940 acre tract situated in the Ralph Hubbard Survey, Abstract Number 383, of Harris County, Texas, and being a portion of Lot 48 of Tomball Township, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said portion of Lot 48 being recorded in Clerk's File Number 2022-215079 of the Real Property Records of Harris County, Texas.

Date: 10/20/2022	Drawn by: N/A
Atty: 22-0203	Scale: 1" = 400' (ASB)
Author: Stephen Hoad	Drawn by: DT
City/State: Round Rock TX	Rev: 0
<b>C &amp; C Surveying, Inc.</b> Firm Number 10009400 3300 Egypt Lane, Suite F200 Magnolia, Texas 77554 Office: 281-356-5172 <a href="mailto:survey@ccsurveying.com">survey@ccsurveying.com</a> / <a href="http://www.ccsurveying.com">www.ccsurveying.com</a>	



Certified to: One & Two Copies  
 Date: One & Two Copies  
 I, STEVEN L. CREWS, SURVEYOR, HEREBY CERTIFY THAT THE SURVEY WAS MADE IN THE FIELD AND THE PLAT WAS PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TEXAS BOARD OF SURVEYING AND MAPPING. I AM A LICENSED SURVEYOR IN THE STATE OF TEXAS. MY LICENSE NO. IS 41434. MY COMMISSION EXPIRES ON 12/31/2024. I HAVE NOT BEEN DISCIPLINED BY THE BOARD OF SURVEYING AND MAPPING. I HAVE NOT BEEN DISCIPLINED BY THE BOARD OF SURVEYING AND MAPPING. I HAVE NOT BEEN DISCIPLINED BY THE BOARD OF SURVEYING AND MAPPING.

**ORDINANCE NO. 2023-41**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO ALLOW “EXTERMINATOR SERVICE/COMPANY (NO OUTDOOR SALES OR STORAGE)” WITHIN THE SINGLE-FAMILY RESIDENTIAL ESTATE - 20 (SF-20-E) ZONING DISTRICT; SAID PROPERTY BEING APPROXIMATELY 4.94 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF LOT 48 IN TOMBALL TOWNSITE LOCATED WITHIN THE 1100-1200 BLOCKS (EAST SIDE) OF RUDOLPH ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR 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**, Chris & Tiona Campbell have requested that approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite (Exhibit “A”), located within the 1100-1200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas (the “Property”), receive a CUP; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing 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 held a public hearing on the requested CUP; and

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council deny the requested CUP; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested CUP, the City Council held the public hearing for the requested CUP and the City Council considered the final report of the Planning & Zoning Commission; and

**Whereas**, the City Council deems it appropriate to grant the requested CUP.

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

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

**Section 2.** A CUP to allow a “Exterminator Service/Company (no outdoor sales or storage)” at the property and subject to the terms and conditions set forth below is hereby granted.

**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 granting of the CUP as herein provided.

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

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

**Section 7.** In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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 \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

Exhibit "A"

**C & C Surveying, Inc.**

Firm Number 10009400  
33300 Egypt Lane, Suite F200  
Magnolia, Texas 77354  
Office: 281-356-5172

**Metes and Bounds**

**4.940 Acres**

**~~Tomball Townsite~~**

**Ralph Hubbard Survey, Abstract Number 383,  
Harris County, Texas**

*Being a 9.940 acre tract of land situated in the Ralph Hubbard Survey, Abstract Number 383, of Harris County, Texas, and being the remainder of Lot 48 of Tomball Townsite, as recorded in Volume 2, Page 65 of the Map Records of Harris County, Texas, said remainder of Lot 48 being a called 4.896 acre tract, as recorded in Clerk's File Number 2022-215079 of the Real Property Records of Harris County; said 4.940 acres being more particularly described as follows with all bearings based on the North line of said called 4.896 acre deed;*

BEGINNING, at an iron rod with survey cap, found for the Southwest corner of the herein describe tract, common with Southeast corner of a 15 foot wide road dedication to the City of Tomball for Rudolph Road, as recorded in Clerk's File Number 2019-119104 of the Real Property Records of Harris County, and being on the North line of Lot 52 of said Tomball Townsite;

THENCE, North 02 degrees 32 minutes 40 seconds West, along the West line of the herein described tract, common with the East line of said Rudolph Road, a distance of 256.63 feet (call 252.16 feet), to an iron rod, found for the Northwest corner of the herein described tract, common with the Northeast corner of said Rudolph Road dedication, and being on the South line of Lot 43 of said Tomball Townsite;

THENCE, North 87 degrees 32 minutes 15 seconds East, along the North line of the herein described tract, common with the North line of said Lot 48, being the South line of said Lot 43, departing said Rudolph Road, a distance of 847.72 feet, to a 5/8 inch iron rod (bent), found for the Northeast corner of the herein described tract, being the Northeast corner of said Lot 48, the Southeast corner of Lot 43, the Southwest corner of Lot 44, and the Northwest corner of Lot 49;

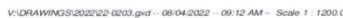
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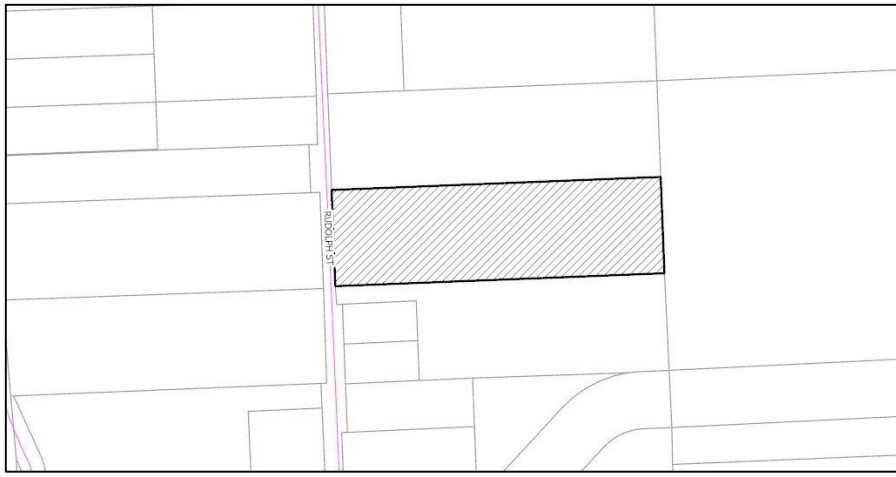
THENCE, South 87 degrees 09 minutes 38 seconds West, along the South line of the herein described tract, common with the South line of said Lot 48, being the North line of Lot 52, a distance of 847.66 feet, back to the **POINT OF BEGINNING** and containing 4.940 acres of land as computed based on the survey and plat prepared by C & C Surveying, Inc., dated July 29, 2022.

*Steven L. Crews*

Steven L. Crews, Registered Professional Land Surveyor  
22-0206  
07/29/22







Location: 1100-1200 block (east side of Rudolph Rd.). Being 4.94 acres of land legally described as a portion of Lot 48 in Tomball Townsite, City of Tomball, Harris County, Texas

# City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

**Topic:**

Consideration to Approve **Re-Zoning Case Z23-14**: Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on **Re-Zoning Case Z23-14**

Adopt, on First Reading, Ordinance No. 2023-42, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

The applicant's request is to rezone the subject property to Commercial (C) for commercial use in conjunction with the adjacent Element Sportsplex. In 2019 & 2020, the Board of Adjustments granted special exceptions to allow less than the minimum required parking for the sportsplex located south of the subject property. According to previous conversations held with the applicant this rezoning request is in efforts to provide space for additional parking to serve this existing sportsplex south of the subject site.

**Origination:**

**Recommendation:**

City staff recommends Approval of **Re-Zoning Case Z23-14**. Planning and Zoning Commission recommends Approval (Unanimously).

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 9, 2023  
&  
CITY COUNCIL  
OCTOBER 16, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 9, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 16, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Ordinance Amendment OAM23-02:** Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

**Conditional Use Permit Case CUP23-07:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-14:** Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-15:** Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

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 City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

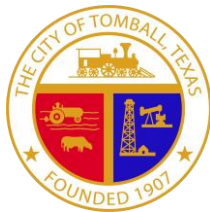
### **C E R T I F I C A T I O N**

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 6<sup>th</sup> day of October 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-14**

**09/27/23**

The Planning & Zoning Commission will hold a public hearing on **October 9, 2023 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 TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, 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 **rezoning**. 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 **October 16, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtxgov](mailto:jasmith@tomballtxgov)

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For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-14**

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:

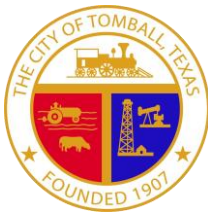
Mailing To: Community Development Department  
501 James St., Tomball TX 77375

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor ☐  
Additional Comments:

I am opposed ☐

Signature: \_\_\_\_\_



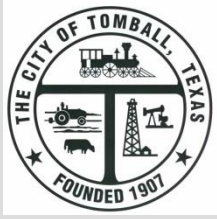
**City of Tomball**  
**Community Development Department**

**Z23-14**



# Notification Area





## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 9, 2023

City Council Public Hearing Date: October 16, 2023

**Rezoning Case:** Z23-14

**Property Owner(s):** TCG Capital

**Applicant(s):** TCG Capital (Jorge Campos)

**Legal Description:** Being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision

**Location:** Generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas. (Exhibit “A”)

**Area:** 3.00 acres

**Comp Plan Designation:** Business Park and Industrial (Exhibit “B”)

**Present Zoning:** Single Family Residential Estate – 20 (SF-20-E) (Exhibit “C”)

**Request:** Rezone from Single Family Residential Estate – 20 (SF-20-E) to Commercial (C)

**Adjacent Zoning & Land Uses:**

**North:** Commercial (C) / Single Family Residence and Vacant Land (Agricultural Exemption)

**South:** Commercial (C) / Element Sportsplex and Texas Legacy Volleyball Club

**West:** Agricultural (AG) / Drainage Channel and Vacant Land (Agricultural Exemption)

**East:** Single Family Residential Estate – 20 (SF-20-E) / Single Family Residence and Vacant Land

### **BACKGROUND**

The applicant’s request is to rezone the subject property to Commercial (C) for commercial use in conjunction with the adjacent Element Sportsplex. In 2019 & 2020, the Board of Adjustments granted special exceptions to allow less than the minimum required parking for the sportsplex located south of the subject property. According to previous conversations held with the applicant this rezoning request is in efforts to provide space for additional parking to serve this existing sportsplex south of the subject site.

## **ANALYSIS**

**Description:** The subject property comprises about 3.00 acres, generally located in the 12900 block (north side) of Theis Lane. Currently the subject property is zoned Single Family Residential Estate – 20 (SF-20-E) and has been within this zoning classification since the City of Tomball adopted zoning in 2008. Element Sportsplex and Texas Legacy Volleyball Club are located immediately south of the subject property within Commercial (C) zoning which was adopted for the property in 2015. The property north of the subject site, was rezoned to Commercial (C) in 2023 and contains a single-family residence and vacant land (agricultural exemption). The area west of the subject property that is zoned AG contains a drainage channel and vacant land (agricultural exemption). East of the subject site that is zoned (SF-20-E) contains single family residences and vacant land.

### **Comprehensive Plan Recommendation:**

The subject property is designated as Business Park and Industrial by the Comprehensive Plan's Future Land Use Map (FLUM). This category is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight. Recommended land uses include office, warehousing, light manufacturing (with indoor operations), breweries/distilleries, equipment sales, contractor services, and corporate campuses. Recommended secondary uses are utility services, government facilities, and transportation/freight uses. Recommended zoning categories are Light Industrial (LI), Commercial (C), Office (O), and Planned Development (PD).

The proposed zoning category of Commercial (C) is in conformance with the Comprehensive Plan recommendation.

### **Conformance with the Zoning Regulations:**

The subject property is zoned SF-20-E. Commercial and/or parking intended to serve commercial uses are not permitted in this zone. The proposed zoning of C will allow the use of the property for parking to serve the existing commercial use to the south.

### **Conformance with the Character of the Area:**

The proposed use (commercial) is in conformance with the character of the area considering the adjacent commercial uses. The proposed zoning of C will be in conformance with the character of the area.

### **Conformance with the Availability of Utilities:**

The subject property will be adequately served by City water and sewer as there are utility connections available in the immediate vicinity.

## **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 September 28, 2023. 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 Z23-14.

## **EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Map
- C. Zoning Map
- D. Site Photo(s)
- E. Rezoning Application

Exhibit "A"  
Aerial Location Map



Exhibit "B"  
Future Land Use Map



# Future Land Use

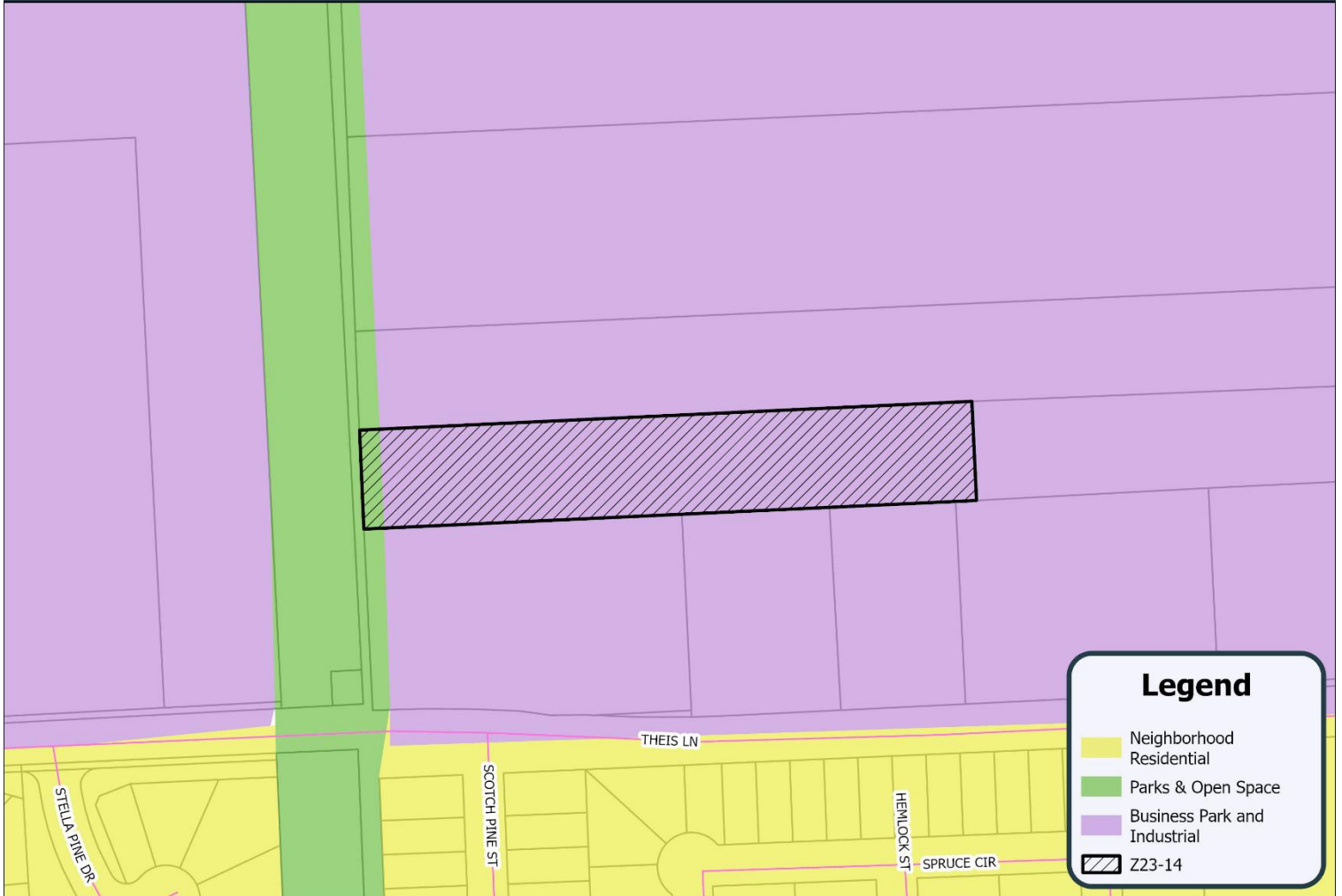
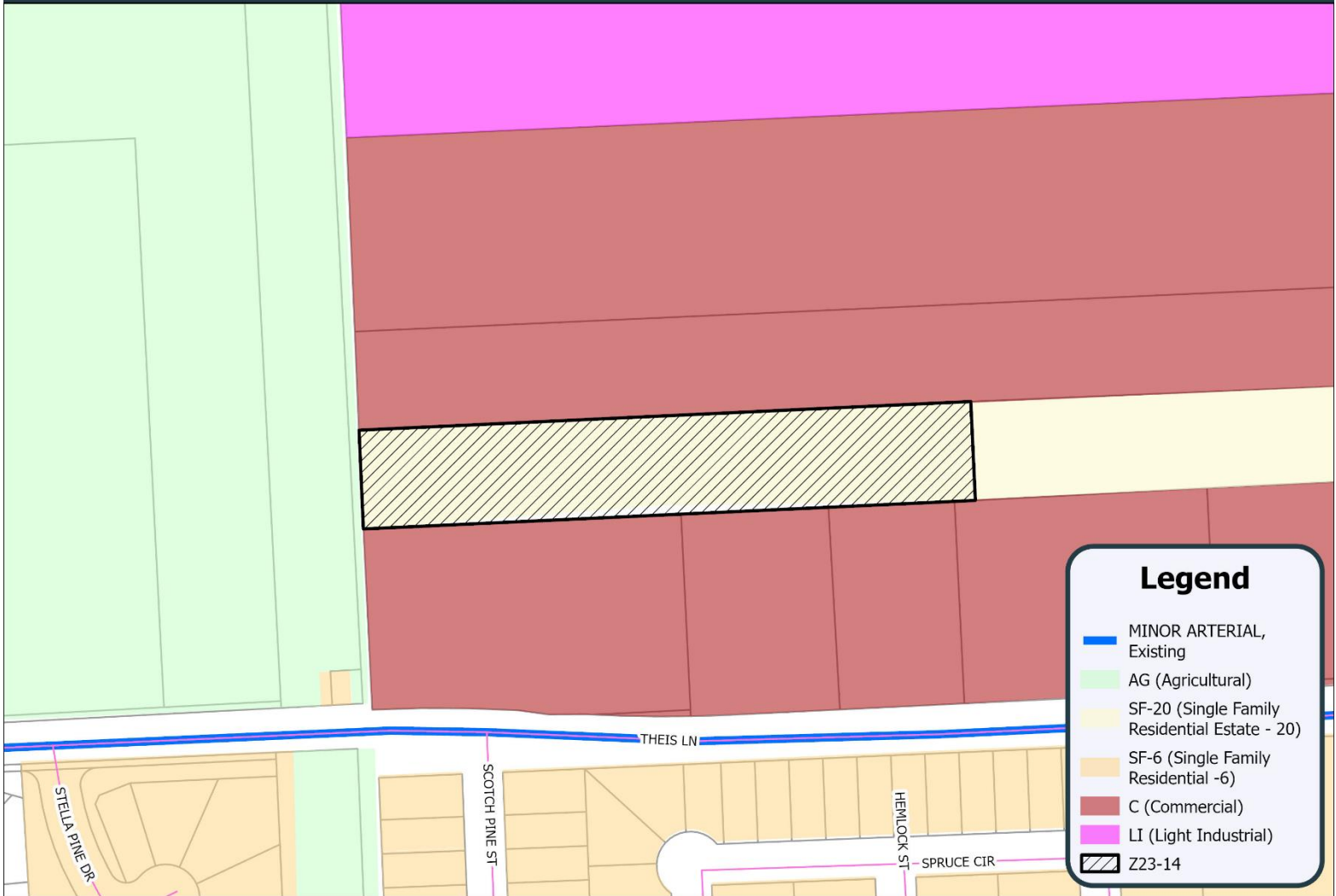


Exhibit "C"  
Zoning Map



# Zoning



## Legend

- MINOR ARTERIAL, Existing
- AG (Agricultural)
- SF-20 (Single Family Residential Estate - 20)
- SF-6 (Single Family Residential -6)
- C (Commercial)
- LI (Light Industrial)
- Z23-14

**Subject Site**



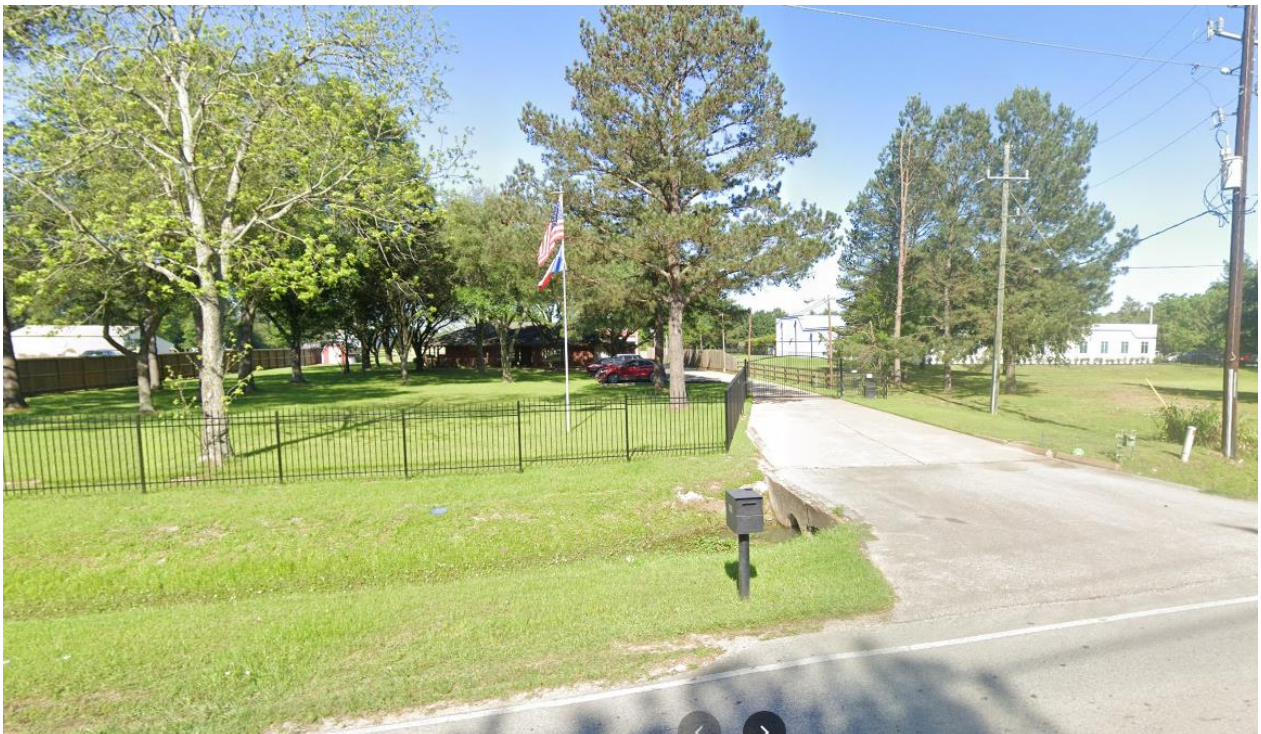
**Neighbor (West)**



Neighbor (East)



Neighbor (North)



## Neighbor (South)



# Exhibit "F"

## Rezoning Application

Revised: 10/1/2022



### 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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

#### DIGITAL PLAN SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

WEBSITE: [tomballtx.gov/securesend](http://tomballtx.gov/securesend)  
USERNAME: [tomballdd](mailto:tomballdd)  
PASSWORD: TomballI

#### Applicant

Name: TCG CAPITAL Title: \_\_\_\_\_  
Mailing Address: 9303 STRATFORD PL City: TOMBALL State: TX  
Zip: 77375 Contact: JORGE CAMPOS  
Phone: (713) 202-8759 Email: JORGE@TCGCAP.COM

#### Owner

Name: JORGE CAMPOS Title: \_\_\_\_\_  
Mailing Address: 9303 STRATFORD PL City: TOMBALL State: TX  
Zip: 77375 Contact: JORGE CAMPOS  
Phone: (713) 202-8759 Email: JORGE@TCGCAP.COM

#### Engineer/Surveyor (if applicable)

Name: PRECISION SURVEYORS Title: \_\_\_\_\_  
Mailing Address: 950 THREADNEEDLE SUITE 150 City: HOUSTON State: TEXAS  
Zip: 77079 Contact: TERRANCE MISH  
Phone: (281) 496-1586 Fax: ( ) Email: \_\_\_\_\_

Description of Proposed Project: RE-ZONING FROM RESIDENTIAL TO COMMERCIAL

Physical Location of Property: 0 S CHERRY ST TOMBALL, TX 77375  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: 3.00 ACRES BEING A PORTION OF LOT 1 BLOCK 1 SWINGHAMMER/HANCO  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block] SUBDIVISION

Current Zoning District: SF-20-E SINGLE-FAMILY 20 ESTATE DISTRICT

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

Current Use of Property: UNDEVELOPED LAND

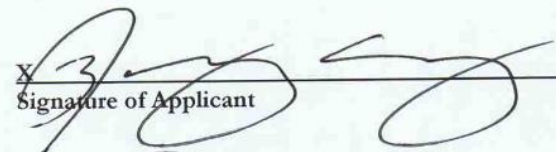
Proposed Zoning District: COMMERCIAL DISTRICT

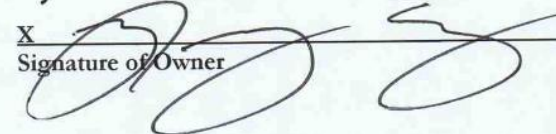
Proposed Use of Property: COMMERCIAL USE

HCAD Identification Number: 1379860010005 Acreage: 3.00

**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  8/28/2023  
Signature of Applicant Date

X  8/28/2023  
Signature of Owner Date

8/28/2023

City of Tomball, Planning and Rezoning  
Committee, and Board Members  
501 James Street  
Tomball, TX 77375

RE: Request for Rezoning of 0 S. Cherry St. Tomball, TX 77375

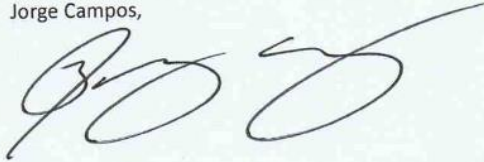
Dear Rezoning Committee and Board Members,

TCG Capital has purchased the 3.00-acre property at 0 S. Cherry St. and it is located in the Single-Family 20 Estate District.

We are requesting this property be rezoned to the Commercial District for commercial use in conjunction with Element Sportsplex. This rezoning will allow use of this property to help serve the people of Tomball and is in line with the proposed rezoning map of the City of Tomball.

Thank you for your consideration in the matter.

TCG Capital  
Jorge Campos,

A handwritten signature in black ink, appearing to read 'Jorge Campos', is written over a light blue circular stamp.



STATE OF TEXAS     §  
                             §  
                             §  
                             §  
COUNTY OF HARRIS §

Metes & Bounds Property Description

A tract of land containing 3.000 Acres, being a portion of Lot 1, Block 1 Swinghammer/Hauck Subdivision according to the map or plat thereof recorded under Film Code No. 678215 of the Map Records of Harris County, Texas (M.R.H.C.T.), being a portion of a tract recorded in the name of Quentin Blanchard under Harris County Clerk's File (H.C.C.F.) No. 2019-561862 of the Real Property Records of Harris County, Texas (R.P.R.H.C.T.) and being more particularly described by metes and bounds as follows: (Bearings based on Film Code No. 678215 of the M.R.H.C.T.)

BEGINNING at an iron rod found on the east right-of-way line of a 30 Foot wide unopened road as shown on the plat of Tomball Townsite as recorded in Volume 2, Page 65 of the M.R.H.C.T., being the northwest corner of Outlot 195 of said Tomball Townsite, being the southwest corner of said Lot 1, and being southwest corner of this tract;

THENCE, NORTH 00° 00' 55" WEST, with said east right-of-way line, a distance of 145.17 Feet to an iron rod found at the northwest corner of said Lot 1, being the northwest corner of this tract;

THENCE, NORTH 89° 59' 12" EAST, with the south line of Lot 2, a distance of 899.50 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the northeast corner of this tract;

THENCE, SOUTH 00° 00' 49" EAST, across and through the aforementioned Lot 1, a distance of 145.39 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the southeast corner of this tract;

THENCE, WEST, with the north line of the aforementioned Outlot 195, being the north line of a tract recorded in the name of Hightower Investments, Ltd. under H.C.C.F. No. 20150587574 (Tract 2) of the R.P.R.H.C.T., and the north line of Theis Road Warehouses as recorded under Film Code No. 683774 of the M.R.H.C.T., a distance of 899.50 Feet to the POINT OF BEGINNING and containing 3.00 Acres of land.

(See attached drawing)



Terrance P. Mish  
Registered Professional Land Surveyor  
No. 4981  
Job No. 21-08359  
November 03, 2021

*JSJ*

Recorded at the request  
of CAPITAL TITLE

GF No.: 21-629948-78

### Warranty Deed with Vendor's Lien

**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: September 29, 2022

Grantor: **Quentin Blanchard, a single person**

Grantor's Mailing Address: 1254 Military Pk Houston Tx 77020

Grantee: **TCG Capital LLC, a Texas limited liability company**

Grantee's Mailing Address: 9303 Stratford Pl Tomball, TX 77375

Consideration:

Cash and other good and valuable consideration along with a note of even date executed by Grantee and payable to the order of Austin Bank, Texas National Association in the principal amount of \$200,000.00 (Two Hundred Thousand and 00/100 Dollars). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Austin Bank, Texas National Association and by a first-lien deed of trust of even date from Grantee to Michael L Gunnels, trustee.

Property (including any improvements):

A tract of land containing 3.000 Acres, being a portion of Lot 1, Block 1 Swinghammer/Hauck Subdivision according to the map or plat thereof recorded under Film Code No. 678215 of the Map Records of Harris County, Texas (M.R.H.C.T.), being a portion of a tract recorded in the name of Quentin Blanchard under Harris County Clerk's File (H.C.C.F.) No. 2019-561862 of the Real Property Records of Harris County, Texas (R.P.R.H.C.T.) and being more particularly described by metes and bounds as follows: (Bearings based on Film Code No. 678215 of the M.R.H.C.T.)

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THENCE, NORTH 00° 00' 55" WEST, with said east right-of-way line, a distance of 145.17 Feet to an iron rod found at the northwest corner of said Lot 1, being the northwest corner of this tract;

THENCE, NORTH 89° 59' 12" EAST, with the south line of Lot 2, a distance of 899.50 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the northeast corner of this tract;

RP-2022-492028

RP-2022-492028

THENCE, SOUTH 00° 00' 49" EAST, across and through the aforementioned Lot 1, a distance of 145.39 Feet to a 1/2 Inch iron rod with a "Precision" cap set at the southeast corner of this tract;

THENCE, WEST, with the north line of the aforementioned Outlot 195, being the north line of a tract recorded in the name of Hightower Investments, Ltd. under H.C.C.F. No. 20150587574 (Tract 2) of the R.P.R.H.C.T., and the north line of Theis Road Warehouses as recorded under Film Code No. 683774 of the M.R.H.C.T., a distance of 899.50 Feet to the POINT OF BEGINNING and containing 3.00 Acres of land.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:


This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants, and conditions, if any, relating to the hereinabove described property as the same are filed for record in County Clerk's Office of Harris County, Texas.

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

The Vendor's Lien against and Superior Title to the Property are retained until the Note described is fully paid according to its terms, at which time this Deed will become absolute. The Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold, and conveyed to the payee of the Note, and the successors and assigns of the payee.

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

EXECUTED this 29th day of September, 2022.

  
\_\_\_\_\_  
Quentin Blanchard

THE STATE OF Texas §  
COUNTY OF Harris §

Before me, a Notary Public, the foregoing instrument was acknowledged on 29th day of September, 2022 by Quentin Blanchard who personally appeared before me, and who is known to me through Paul J. D. to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.



ma  
NOTARY PUBLIC, STATE OF  
Texas

AFTER RECORDING, RETURN TO:  
12514 Millway Dr.  
Houston, TX 77070

PREPARED IN THE LAW OFFICE OF  
Shaddock & Associates, P. C.  
2400 N. Dallas Parkway, Ste. 560  
Plano, Texas 75093

RP-2022-492028

RP-2022-492028

RP-2022-492028  
# Pages 4  
10/04/2022 08:33 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$26.00

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.



*Teneshia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

**ORDINANCE NO. 2023-42**

**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 3.00 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF LOT 1, BLOCK 1 OF SWINGHAMMER/HAUCK SUBDIVISION FROM SINGLE FAMILY RESIDENTIAL ESTATE -20 (SF-20-E) TO COMMERCIAL (C). THE PROPERTY IS GENERALLY LOCATED NORTH OF THE 12900 BLOCK (NORTH SIDE) OF THEIS LANE; 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**, TCG Capital has requested changing the zoning district classification of approximately 3.00 acres of land being a portion of Lot 1, Block 1 of Swinghammer/Hauck subdivision from Single Family Residential Estate – 20 (SF-20-E) to Commercial (C). The property is generally located north of the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

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

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

**Whereas**, the City Council deems it appropriate to grant the requested rezoning.

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

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

**Section 2.** The 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, 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

# Exhibit "A"

STATE OF TEXAS   §  
                             §  
                             §  
                             §  
                             §  
COUNTY OF HARRIS §

## Metes & Bounds Property Description

A tract of land containing 3.000 Acres, being a portion of Lot 1, Block 1 Swinghammer/Hauck Subdivision according to the map or plat thereof recorded under Film Code No. 678215 of the Map Records of Harris County, Texas (M.R.H.C.T.), being a portion of a tract recorded in the name of Quentin Blanchard under Harris County Clerk's File (H.C.C.F.) No. 2019-561862 of the Real Property Records of Harris County, Texas (R.P.R.H.C.T.) and being more particularly described by metes and bounds as follows: (Bearings based on Film Code No. 678215 of the M.R.H.C.T.)

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THENCE, **NORTH 00° 00' 55" WEST**, with said east right-of-way line, a distance of **145.17 Feet** to an iron rod found at the northwest corner of said Lot 1, being the northwest corner of this tract;

THENCE, **NORTH 89° 59' 12" EAST**, with the south line of Lot 2, a distance of **899.50 Feet** to a 1/2 Inch iron rod with a "Precision" cap set at the northeast corner of this tract;

THENCE, **SOUTH 00° 00' 49" EAST**, across and through the aforementioned Lot 1, a distance of **145.39 Feet** to a 1/2 Inch iron rod with a "Precision" cap set at the southeast corner of this tract;

THENCE, **WEST**, with the north line of the aforementioned Outlot 195, being the north line of a tract recorded in the name of Hightower Investments, Ltd. under H.C.C.F. No. 20150587574 (Tract 2) of the R.P.R.H.C.T., and the north line of Theis Road Warehouses as recorded under Film Code No. 683774 of the M.R.H.C.T., a distance of **899.50 Feet** to the POINT OF BEGINNING and containing 3.00 Acres of land.

(See attached drawing)



Terrance P. Mish  
Registered Professional Land Surveyor  
No. 4981  
Job No. 21-08359  
November 03, 2021

A handwritten signature in blue ink, appearing to be "JSL".



Location: 12900 block (north side) of Theis Ln. Being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision, City of Tomball, Harris County, Texas.

-END-

# City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

## Topic:

Consideration to Approve **Re-Zoning Case Z23-15**: Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

## Conduct Public Hearing on **Re-Zoning Case Z23-15**

Adopt, on First Reading, Ordinance No. 2023-43, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

## Background:

The request is comprised of two tracts of land. One being approximately 38.97 acres located north of Brown-Hufsmith Road (hereby referred to as the “primary tract”). The second being a 9.98 tract located south of Brown-Hufsmith Road (Hereby referred to as the “secondary tract”). Each of these properties are currently vacant. City staff have met with the developer on numerous occasions over the past year to discuss the rezoning of the entire 48+ acres to a Planned Development District. Of this 48+ acre development, approximately 13.5 acres will be dedicated to commercial development which is hereby referred to as “The Shoppes at Cottage Green”. The Shoppes at Cottage Green is intended to create a pedestrian focused mixed use walkable destination which will include a mixture of retail, restaurant, and office uses anchored by a centrally located public plaza/courtyard which is planned to be partially surrounded by outdoor patio dining. Additionally, within the commercial component of this PD traditional commercial pad sites will be provided along the SH 249 frontage road, with potential for future pad sites along Baker Drive. The commercial component is planned to be connected to a unique multi-family development with a network of pedestrian paths and trails. The multi-family development hereby referred to as “Cottage Green” will be comprised of no more than 285 dwelling units on approximately 25.43 acres (approx. 12 units/acre) and provide three styles of dwelling types which transition in density from high to low as you move further east from the Shoppes at Cottage Green toward existing single-family homes within the Springwood Subdivision. Those dwellings which are planned to be closest to the Shoppes at



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
OCTOBER 9, 2023  
&  
CITY COUNCIL  
OCTOBER 16, 2023**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 9, 2023 at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, October 16, 2023 at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Ordinance Amendment OAM23-02:** Request by Chris & Tiona Campbell to amend Section 50-82 (*Use Regulations (charts)*), Subsection (b) (*Use Charts*) of the Tomball Code of Ordinances to allow “Exterminator Service/Company (no outdoor sales or storage)” land use with a Conditional Use Permit (CUP) in the Single Family Residential – 20 Estate (SF-20-E) zoning district.

**Conditional Use Permit Case CUP23-07:** Request by Chris & Tiona Campbell, for a Conditional Use Permit to allow “Exterminator Service/Company (no outdoor sales or storage)” within Single Family Residential - 20 Estate (SF-20-E) zoning. Affecting approximately 4.94 acres of land legally described as being a portion of Lot 48 in Tomball Townsite. The property is generally located within the 11100-11200 blocks (east side) of Rudolph Road, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-14:** Request by TCG Capital to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 3.00 acres of land legally described as being a portion of Lot 1, Block 1 of Swinghammer/Hauck Subdivision from Single Family Residential-20 Estate (SF-20-E) to Commercial (C). The property is generally located in the 12900 block (north side) of Theis Lane, within the City of Tomball, Harris County, Texas.

**Re-Zoning Case Z23-15:** Request by Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

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 City Planner, Jared Smith, at (281) 290-1491 or at [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov).

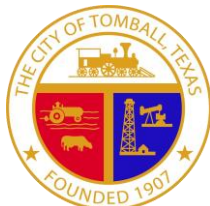
### **C E R T I F I C A T I O N**

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 6<sup>th</sup> day of October 2023 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Jared Smith*

Jared Smith  
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-15**

**09/27/23**

The Planning & Zoning Commission will hold a public hearing on **October 9, 2023 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 Par Real Estate Holdings LLC. and Ron & Amy Haffner, represented by HMF-Americana LLC. to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34. The request is to rezone from a mixture of Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to a Planned Development District (PD). The properties are generally located at the northeast corner of SH 249 and Brown-Hufsmith Rd as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas.

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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 **rezoning**. 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 **October 16, 2023 at 6:00 PM** in City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions, please contact Jared Smith, City Planner at telephone 281-290-1491 or by email address [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

For the PLANNING & ZONING COMMISSION  
Please call (281) 290-1491 if you have any questions about this notice.

**CASE #: Z23-15**

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.

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

Name:  
Parcel I.D.:  
Address:

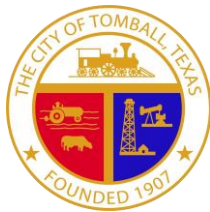
Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: \_\_\_\_\_

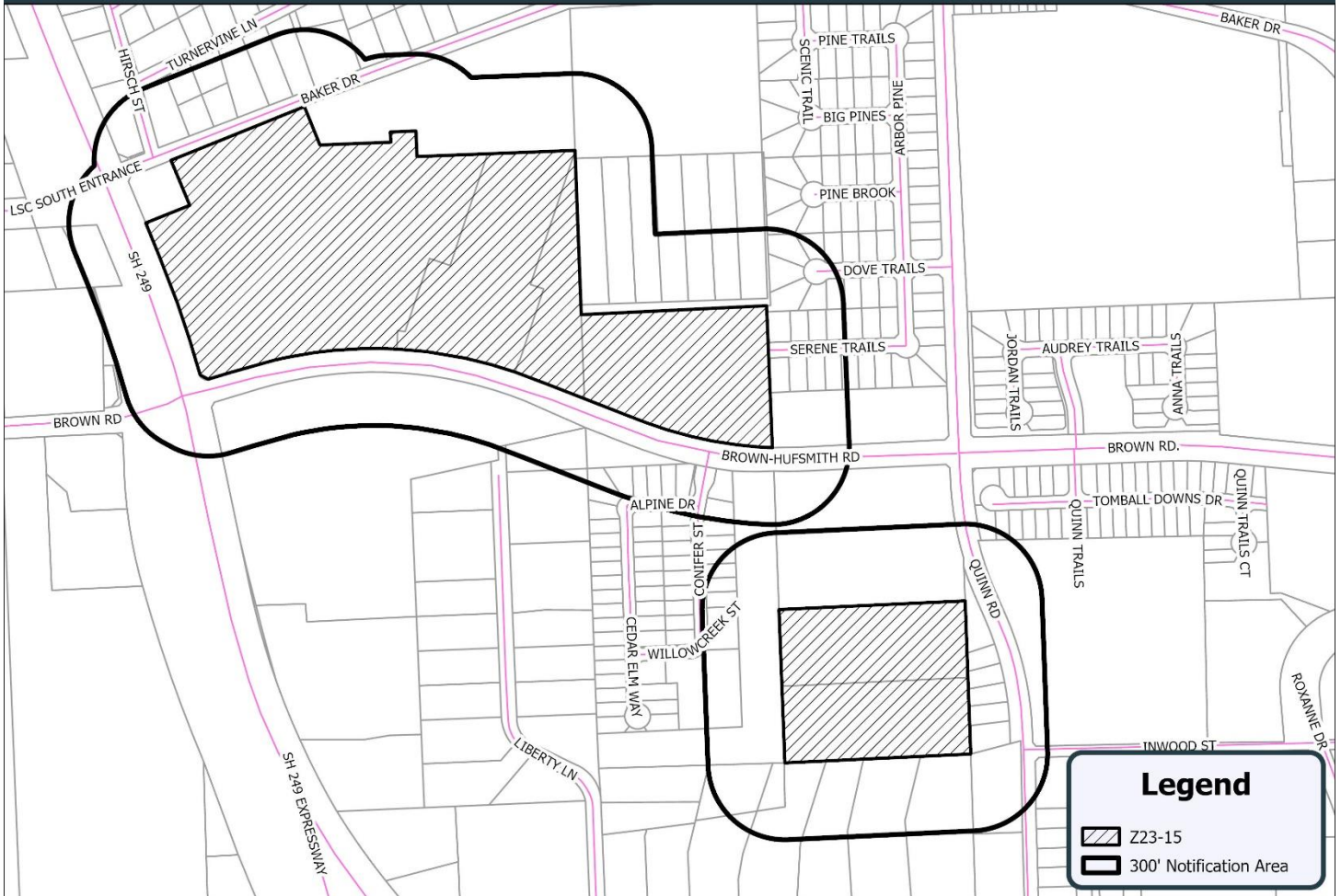


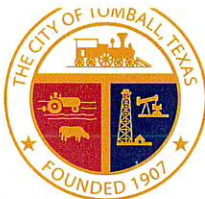
**City of Tomball**  
**Community Development Department**

**Z23-15**



# Notification Area





**City of Tomball**  
**Community Development Department**

HAFFNER RONALD L & AMY N  
PO BOX 598  
COMFORT, TX 78013-0598

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z23-15**

**09/27/23**

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For the PLANNING & ZONING COMMISSION  
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**CASE #: Z23-15**

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

Name: HAFFNER RONALD L & AMY N  
Parcel I.D.: 1308830010001  
Address: 0 BROWN RD

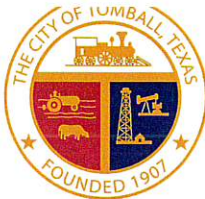
Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

I am in favor ☒  
Additional Comments:

I am opposed ☐

Signature: \_\_\_\_\_

*Ron Haffner*



**City of Tomball**  
**Community Development Department**

HAFFNER RONALD L & AMY N  
PO BOX 598  
COMFORT, TX 78013-0598

**NOTICE OF PUBLIC HEARING**

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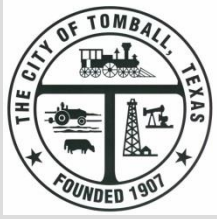
I am in favor ☒  
Additional Comments:

I am opposed ☐

Name: HAFFNER RONALD L & AMY N  
Parcel I.D.: 1308830020002  
Address: 13827 BROWN RD

Email: [jasmith@tomballtx.gov](mailto:jasmith@tomballtx.gov)

Signature: \_\_\_\_\_



## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 9, 2023

City Council Public Hearing Date: October 16, 2023

**Rezoning Case:** Z23-15

**Property Owner(s):** Par Real Estate Holdings LLC. and Ron & Amy Haffner

**Applicant(s):** HMF-Americana LLC

**Legal Description:** Approximately 48.95 acres of land legally described as being all of Lots 1, 2, and 3 of the Shoppes at Spring Creek Commons, Section 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres being a portion of the J House Survey Abstract 34

**Location:** Generally located at the northeast corner of SH 249 and Brown-Hufsmith Road as well as the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas. (Exhibit "A")

**Area:** 48.95 acres

**Comp Plan Designation:** Neighborhood Commercial, Corridor Commercial, and Parks and Open Space (Exhibit "B")

**Present Zoning:** Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) (Exhibit "C")

**Request:** Rezone from Commercial (C), General Retail (GR), Planned Development District #1 (PD #1) and Single Family Residential – 20 Estate (SF-20E) to Planned Development District (PD)

**Adjacent Zoning & Land Uses – 38.97 acres (approximately) north of Brown-Hufsmith Rd.:**

**North:** Baker Drive, Commercial (C), Single Family Residential – 9 (SF-9) / Circle K Convenience Store and Gas Station, Tomball Methodist Church

**South:** Brown-Hufsmith Road, Commercial (C), General Retail (GR), Office (O), Planned Development (PD#16) / Vacant Land, Haffner Haffner & Spears

**West:** State Highway 249 (SH 249), Multi-Family (MF), General Retail / Apartment Complex, Vacant Land

**East:** Single Family Residential – 9 (SF-9), Planned Development (PD#1) / Vacant Land, Single Family Residences, Detention Pond

## **Adjacent Zoning & Land Uses – 9.98 acres (approximately) south of Brown-Hufsmith Rd.:**

**North:** Planned Development (PD#1) / Vacant Land

**South:** Single Family Residential – 20 Estate (SF-20E) / Vacant Land, Single Family Residences

**West:** Single Family Residential – 20 Estate (SF-20E) / Drainage & Detention Facility

**East:** Single Family Residential – 9 (SF-9) / Single Family Residences

## **BACKGROUND**

The request is comprised of two tracts of land. One being approximately 38.97 acres located north of Brown-Hufsmith Road (hereby referred to as the “primary tract”). The second being a 9.98 tract located south of Brown-Hufsmith Road (Hereby referred to as the “secondary tract”). Each of these properties are currently vacant. City staff have met with the developer on numerous occasions over the past year to discuss the rezoning of the entire 48+ acres to a Planned Development District. Of this 48+ acre development, approximately 13.5 acres will be dedicated to commercial development which is hereby referred to as “The Shoppes at Cottage Green”. The Shoppes at Cottage Green is intended to create a pedestrian focused mixed use walkable destination which will include a mixture of retail, restaurant, and office uses anchored by a centrally located public plaza/courtyard which is planned to be partially surrounded by outdoor patio dining. Additionally, within the commercial component of this PD traditional commercial pad sites will be provided along the SH 249 frontage road, with potential for future pad sites along Baker Drive. The commercial component is planned to be connected to a unique multi-family development with a network of pedestrian paths and trails. The multi-family development hereby referred to as “Cottage Green” will be comprised of no more than 285 dwelling units on approximately 25.43 acres (approx. 12 units/acre) and provide three styles of dwelling types which transition in density from high to low as you move further east from the Shoppes at Cottage Green toward existing single-family homes within the Springwood Subdivision. Those dwellings which are planned to be closest to the Shoppes at Cottage Green are referred to as “Veranda Homes”, or six-plex’s. These veranda homes are two story structures comprised of 6-attached dwellings. Said veranda homes will include four (4) one-bedroom units on the first floor and two (2) two-bedroom units on the second floor. The layout of the Cottage Green illustrates the veranda homes as lining the main drive into the complex. As you move outward (north & south) of the main drive, the dwelling styles transition into what are referred to as “Patio Homes”, or duplexes. These patio homes are single story structures comprised of 2 attached dwelling units. Patios homes will be offered in one-bedroom and two-bedroom arrangements. Moving further south and southeast the dwelling styles transition to what are referred to as “Cottages”. The cottages are single story, single-family detached structures and will be the land use closest to the existing single-family residential homes within the Springwood Subdivision. The Cottage Green will provide a range of amenities to the residents which will include community/fitness center, resort-style pool, two covered porches for lounging & grilling, pickleball court, dog park & wash station, open lawn areas, and decorative accent sculptures. The overarching goal of this planned development district is to establish a regional destination which creates a walkable pedestrian-oriented environment connected by a network of pedestrian paths and walking trails. The secondary tract included in this Planned Development request is to serve as off-site detention for the overall development. The applicant is currently working toward establishing a development agreement with the City of Tomball to utilize existing City of Tomball drainage infrastructure to assist in the conveyance of stormwater to this off-site detention facility.

At the time of development further engineering review will be required to confirm whether this detention area is adequate to serve the proposed planned development. Otherwise, additional stormwater detention improvements may be necessary on or adjacent to the *primary tract*.

## **ANALYSIS**

**Description:** The *primary tract* is comprised of 38.97 acres generally located at the northeast corner of SH 249 and Brown-Hufsmith Road. The secondary tract is comprised of 9.98 acres generally located within the 29700 block (west side) of Quinn Road. The primary tract is located within a mixture of zoning districts to include Commercial (C), General Retail (GR) and Planned Development (PD#1), these zoning designations have been applicable to the site since the City of Tomball adopted zoning in 2008. North of the primary tract is Baker Drive and convenience store and gas station within General Retail (GR) zoning. Additional parcels to the north are zoning Single Family Residential – 9 (SF-9) and contain Tomball Methodist Church. South of the subject property is Brown-Hufsmith Road and vacant land within Commercial (C) zoning and General Retail (GR). There is also Office (O) zoning which is occupied by a professional office building. West of the subject property is State Highway 249 (SH 249). East of the subject property is Single Family Residential -9 (SF-9) zoning and Planed Development District (PD#1) occupied by single family residences and a detention pond respectively.

The *secondary tract* is comprised of 9.98 acres generally located in the 29700 block (west side) of Quinn Road. North and west of the secondary tract are vacant and zoned Planned Development (PD) and Single-Family Residential Estate – 20 (SF-20-E). South of the secondary tract is property zoned Single Family Residential Estate – 20 (SF-20-E) which contains single family residences and vacant land. East of the secondary tract is Single Family Residential – 9 (SF-9) zoning which contains single family residences.

**Comprehensive Plan Recommendation:** The *primary tract* is designated as “Corridor Commercial” and “Neighborhood Commercial” by the Comprehensive Plan’s Future Land Use Map (FLUM). The Neighborhood Commercial category is intended for commercial uses that are developed with the appropriate context, scale, and design to compliment residential development. This land use category is intended to promote uses that are accessible by both vehicles and pedestrians. Restaurants, retail, professional services, clinics, and offices are appropriate for this category. The Comprehensive Plan recommends zoning categories of Office (O), General Retail (GR), and Planned Development (PD) for this Neighborhood Commercial land use category. The Corridor Commercial land use category is intended for predominantly nonresidential uses along high-traffic and regionally serving thoroughfares. The land uses will be auto oriented with opportunities for improved bicycle/pedestrian accommodations. This land use category is intended for regional commercial, personal service offices, multi-family, retail, and entertainment, dining, hotels, and brew pubs/distilleries. The Comprehensive Plan recommends zoning categories of Office (O), General Retail (GR), Commercial (C), Multi-Family (MF) and Planned Developments (PD).

The *secondary tract* is designated as “Parks and Open Space” land use category by the Future Land Use Map. This category is intended for areas dominated by floodplains, flood control and stormwater facilities, both passive and active recreation areas, and areas of natural interest.

The proposed Planned Development intent of utilizing the *primary tract* for a mixed-use development with General Retail & Multi-Family base zoning and the *secondary tract* for detention purposes is in direct alignment with the goals and objectives of the Future Land Use Plans vision for this area as outlined in the Comprehensive Plan.

**Staff Review Comments:**

The applicants request to establish a mixed-use development on the *primary tract* with base zoning districts of General Retail (GR) and Multi-Family (MF) is in direct alignment with the goals and objectives outlined in the Comprehensive Plan for the Corridor Commercial and Neighborhood Commercial land use categories that are identified on the Future Land Use Map. The planned use of the *secondary tract* for detention purposes is in conformance with the goal of establishing the Parks and Open Space land use category for this area.

The primary tract is located at the intersection of two major arterial streets (SH 249 & Brown-Hufsmith Road) and also located near the intersection of a collector and major arterial street (Baker Drive & SH 249). Traditional planning considers locations such as this to be routinely appropriate for commercial land uses as they provide convenient access as well as exposure to large volumes of traffic that are found on these roadways. Further, major thoroughfares such as this are considered appropriate to accommodate the traffic which is to be generated by both the commercial and multi-family residential components of this planned development. It is worth noting, that at the time of site plan review it is likely that a Traffic Impact Analysis (TIA) will be required to determine whether additional improvements will be necessary to bounding streets to accommodate the volume of traffic that may result from this development.

This Planned Development promotes many of the goals and objectives found in the Comprehensive Plan which was adopted by the City Council in 2019. The Comprehensive Plan identifies the need to capitalize on mixed use developments that promote recreation and entertainment opportunities for citizens and visitors to Tomball which will leave lasting impressions. The Comprehensive Plan supports the creation of mixed-use developments that will encourage a variety of land uses within a walkable environment while also facilitating development of new neighborhoods which can integrate with the built environment. This provides opportunities for citizens in all stages of life (recent graduates, young families, empty nesters, etc.) to have convenient access between the residential and commercial uses while creating quality, complete, and enduring neighborhoods that will serve Tomball residents long into the future. This planned development establishes a walkable environment between the planned multifamily and commercial components as well as convenient access to these facilities and services to the nearby existing single family residential neighborhoods.

In addition to the endorsement of creating mixed use neighborhoods, the Comprehensive Plan encourages transitional housing. Often traditional non-single family residential housing options are developed on islands with limited supporting amenities and services. However, if developed properly these types of housing options can become effective transitions of land uses between lower intensity single-family detached residential uses and higher intensity nonresidential uses. As the properties near and along SH 249 develop with commercial land uses (to include those promoted by this Planned Development) it is important to consider “stepping down” or “transitioning” land uses as you move further east from SH 249 and the planned commercial uses toward existing single family residential neighborhoods. This Planned Development encourages the goal of establishing a multi-family complex (transitional residential land use) between the planned commercial activity and the existing single-family residential neighborhoods east of the subject property. The multi-family residential component of this Planned Development is relatively low intensity in terms of dwelling units per acre in comparison to those standards which are ordinarily applicable in traditional Multi-Family (MF) Residential Zoning. Further the standards governing the multi-family component are conducive to the adjacent single-family residential land uses. Specifically, by establishing standards governing the height and form of dwelling types as well as incorporating heightened land use buffering standards. This PD ordinance will require that the closest single story - single family patio home dwelling types be a

MINIMUM of 60-feet (as opposed to the approximate 33' setback ordinarily required) from the property boundary separating this planned development from the existing single family residential neighborhood to the east (Springwood Subdivision). This land use buffer will also incorporate an opaque treated wood fence with a minimum height of 6-feet and minimum 10-foot-wide landscape strip. Furthermore, for every 40-linear foot of property boundary separating the planned multi-family and existing single-family subdivision (Springwood Subdivision) ONE (1) large tree (3" in caliper measured 12-inches above ground, 7-feet in height at planting) PLUS THREE (3) small trees (2" caliper) will be planted.

### **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 September 28, 2023. 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 Z23-15.

### **EXHIBITS**

- A. Aerial Location Map
- B. Future Land Use Plan Map
- C. Zoning Map
- D. Site Photos
- E. Planned Development Regulations
- F. Rezoning Application

Exhibit "A"  
Aerial Location Map



# Location

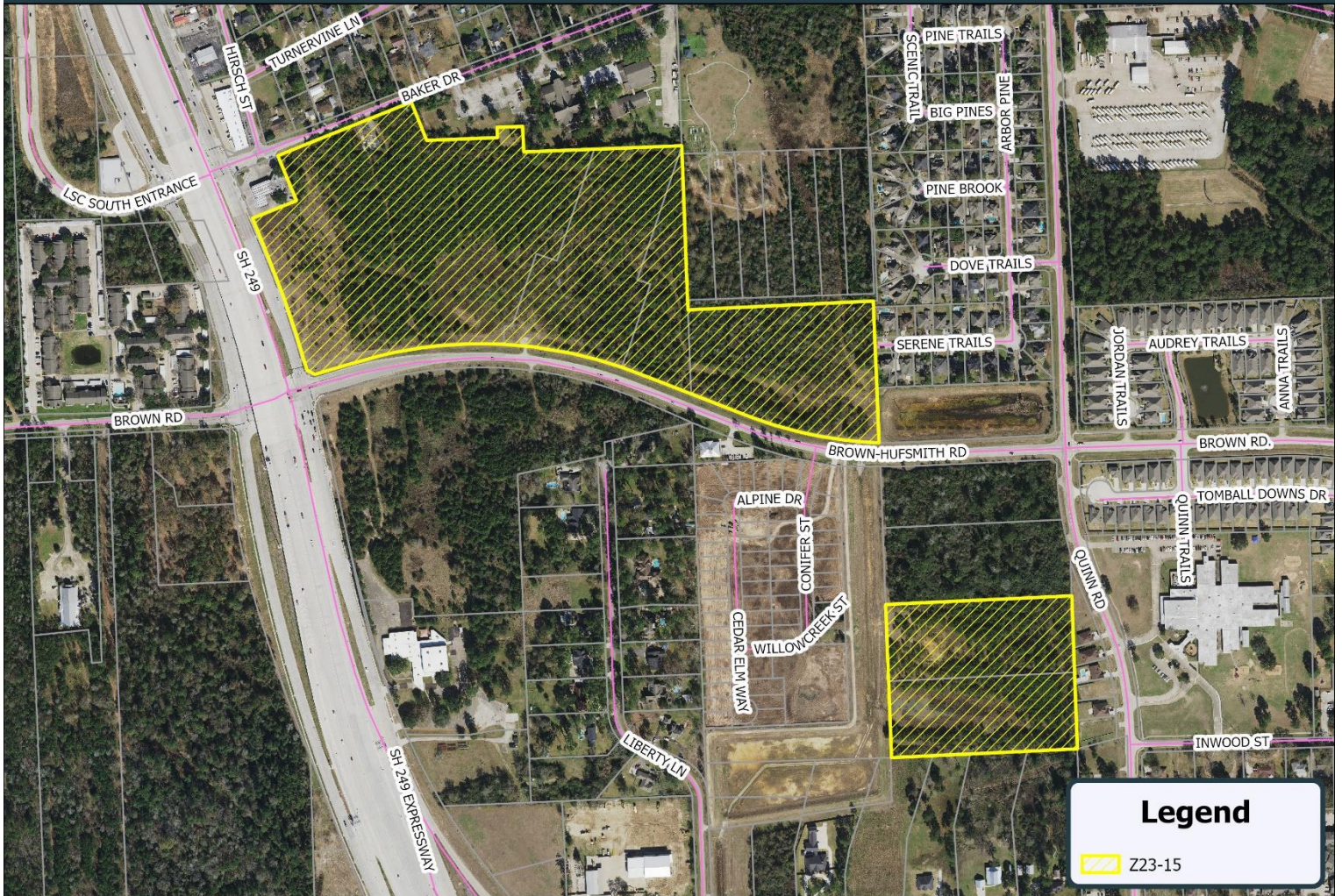
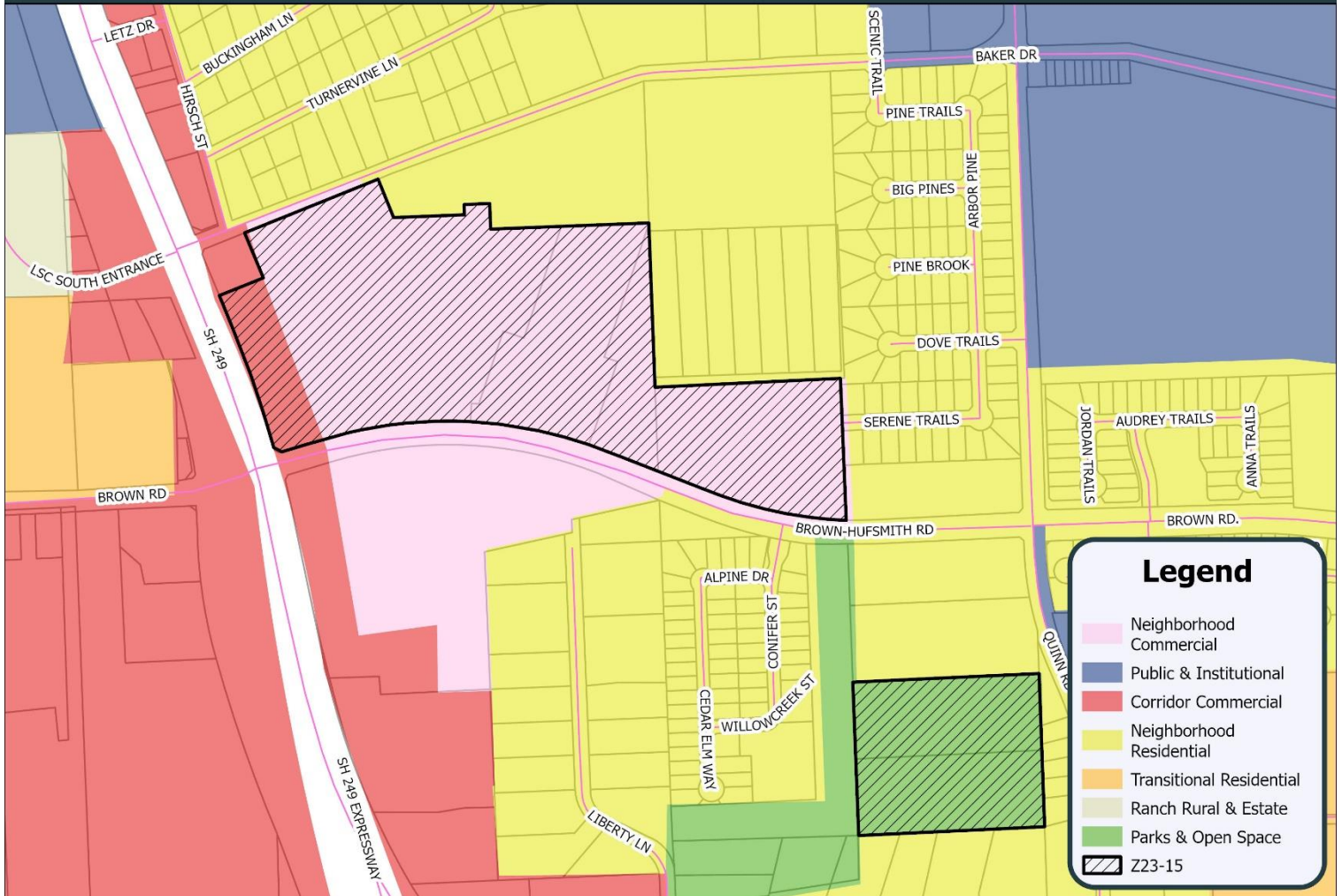


Exhibit "B"  
Future Land Use Plan



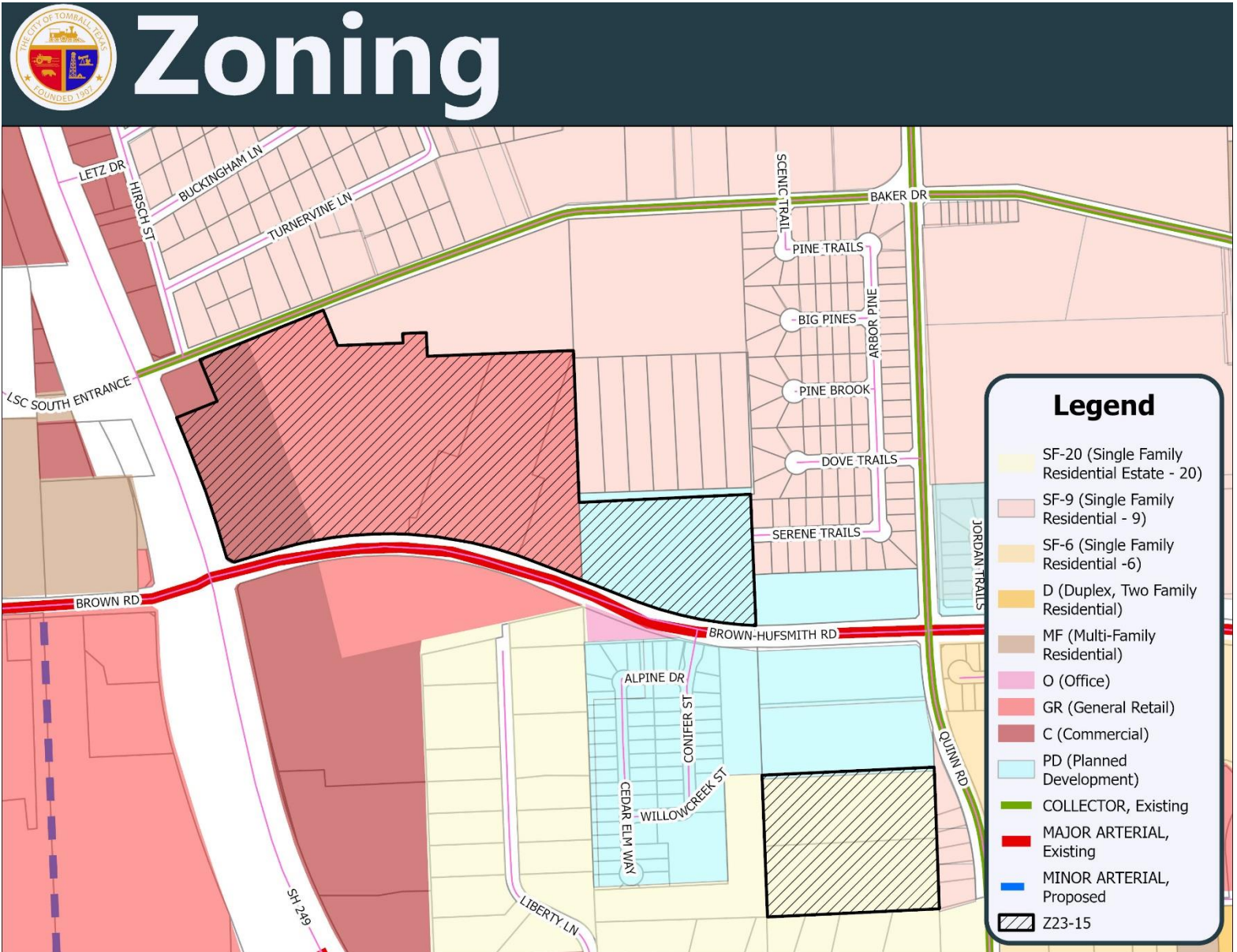
# Future Land Use



**Legend**

- Neighborhood Commercial
- Public & Institutional
- Corridor Commercial
- Neighborhood Residential
- Transitional Residential
- Ranch Rural & Estate
- Parks & Open Space
- Z23-15

Exhibit "C"  
Zoning Map



**Exhibit "D"**  
**Site Photo(s)**

**Subject Site (North of Brown-Hufsmith Rd.)**



**Subject Site (North of Brown-Hufsmith Rd.)**



## Subject Site (South of Baker Dr.)



## Subject Site (secondary tract- detention)– (South of Brown-Hufsmith)



## Neighbor (South of Brown-Hufsmith Rd.)



## Neighbor (South of Brown-Hufsmith Rd.)



## Neighbor (South of Brown-Hufsmith Rd.)



## Neighbor (North of Baker Dr.)



Neighbor (South of Baker Dr.)



Neighbor (South of Baker Dr.)



## Neighbor (West of Primary Tract)



## Neighbor (East of Primary Tract)



Neighbor (East of Primary Tract)



Neighbor (East of Primary Tract)



## Neighbor (East of Secondary (detention) Tract)



## Exhibit “E”

### Rezoning Application

#### THE COTTAGE GREEN AT TOMBALL – PLANNED DEVELOPMENT THE COTTAGE GREEN (HMF) & THE SHOPPES AT THE COTTAGE GREEN AT TOMBALL NEQ BROWN-HUFSMITH FM249

\* The Developer and the City of Tomball are working on a development agreement related to offsite detention/drainage to serve The Cottage Green at Tomball simultaneously with the Planned Development process. As such the approval of both shall be on the same timeline and at no point be considered independent of each other.

#### Contents

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>A. Executive Summary</li><li>B. General Provisions</li><li>C. Land Uses</li><li>D. Permitted Uses<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>E. Development Guidelines<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>F. Landscape Standards<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>G. Parking Lot Landscaping<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>H. Buffering / Fencing<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li></ul> | <ul style="list-style-type: none"><li>I. Sidewalks<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>J. Signage<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>K. Architectural Criteria<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>L. Lighting</li><li>M. Amenities<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>N. Minor Modifications<ul style="list-style-type: none"><li>1. TCG (Horizontal Multi-Family)</li><li>2. SHOPPES (Commercial)</li></ul></li><li>O. Exhibits</li></ul> |
|--|---|

#### A. Executive Summary

The Cottage Green at Tomball and The Shoppes at The Cottage Green (“The Development”) represent a horizontal multi-family and commercial mixed-use community that aims to add value for all landowners, users, tenants, and the city. This type of development meets several of the goals and objectives in Tomball’s Comprehensive Plan, 2019. Specifically, *Goal 2, Land Use and Development*, lists the following two objectives that precisely points to this Development:

Objective LU 2.3: Promote development that creates complimentary relationships between differing land uses.

Objective LU 2.5: Increase housing choice by allowing for a mix of styles, densities, and price ranges located within appropriate locations.

As for location, the Development is located off Tomball Parkway, between Baker Drive and Brown-Hufsmith Road comprising of approximately 39 acres. There is great regional connectivity but also situated in a manner to create a sense of place and being for residents and patrons. Which is a benefit to this type of mixed-use development integrating commercial uses with complimentary residential options. The Cottage Green and The Shoppes takes its design template from a traditional Southern Vernacular style of architecture with a southern beach vibe. The overall project and intent of this Planned Development provides a coordinated design with enhanced amenities, landscaping, and walkability.

The residential portion, The Cottage Green, is a type of Horizontal Multi-Family (HMF) use. It will encompass approximately 25.43 acres. The density is lower than traditional multi-family offerings as the residential and community uses are dispersed over the site. The Cottage Green will provide no more than 285 dwelling units, on one property, in detached cottages, attached patio homes, and sextuplet buildings. Buildings have front porches close to the driveways, picket fences, walkable, in a quaint environment. Because of the unique nature of HMF in general and The Cottage Green in particular, there is no direct zoning district in the Tomball ordinance to accommodate this development genre.

The Cottage Green will provide a housing option that is not readily available in Tomball. It is the best combination of multi-family and single-family development. The management and maintenance will be handled by one owner like a garden-style multi-family complex; however, residents can have their own yards, dedicated parking, patios, and front porches as a

traditional neighborhood. The upscale amenities, such as a resort-style pool, park, pickleball court, fitness center, and gated entry creates a sense of community for the residents. This is a much better alternative to an apartment complex for those who are downsizing and/or those who are upwardly mobile in their housing choices.

Adjacent to The Cottage Green Tomball is a 13.5+ acre commercial development temporarily named The Shoppes at The Cottage Green. The Shoppes development is made up of two parts:

1. Vehicular-oriented commercial (Pad sites) adjacent to Tomball Parkway/249 Frontage Road.  
Standard user driven sites to accommodate most typical conditions such as parking and signage facing the main road. Dumpster in the back fully enclosed.
2. Pedestrian-oriented, small-scale neighborhood boutique commercial.  
The boutique commercial development will take architectural clues from The Cottage Green with small scale buildings designed to keep the development intimate instead of big box style. This area is focused on the user experience and connectivity with the overall development. Enhanced landscape and additional amenities will separate this development experience from any other standard shopping experience. Secondary users may be added at later phase to enhance the development facing Baker Street with Vehicular-oriented characteristics.

The purpose of this Planned Development is to coordinate, combine, and share the design theme, as well as, actual development requirements. Open space or green space and pervious coverage areas are an important feature of The Cottage Green and Shoppes. These areas (combined definitions) are planned to be at least 40% for The Cottage Green and 20% for The Shoppes. The Cottage Green provides the park areas, green yards at most units, including the landscaped courtyards between buildings, the landscaped parking lots, and extensive vegetative buffer and streetscape surrounding the perimeter. The Shoppes will have a large green amenity space, enhanced landscape beds, plush streetscape, and a 15-foot landscape buffer separating The Cottage Green. However, as a combined development those pervious coverage areas may fluctuate to create the best overall look and feel for residents and patrons. In addition to ensure adequate pervious coverage is met and/or exceeded throughout, the almost 10 acres offsite adjacent detention may count toward open space calculations. A separate development agreement detailing the offsite detention/drainage serving the entire project is being negotiated with the Developer and City of Tomball simultaneous with this Planned Development. Such agreement shall be on a parallel timeline and considered collectively as neither can be effectively approved without the other. It is the intent that the design and development of Cottage Green at Tomball be linked with the afore mentioned detention/drainage agreement for perpetuity.

#### B. General Provisions

This application was prepared on behalf of HMF Americana, LLC pursuant to the City of Tomball's ordinances and is intended to meet or exceed the standards of those ordinances. Where there is unique design or deficiencies to the ordinance, this Planned Development and its standards shall override. Developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that there exists an overall set of policies and standards to provide a framework to help guide these changes. To protect and enhance property values by controlling the scale, design, and compatibility of development, this Planned Development for new construction has been created. The development of this site intends to be consistent with all standards and exhibits referenced/attached hereto. The words contained within this document shall take precedence over images submitted as part of the zoning application package, including renderings and site plans, which have been provided for illustration purposes.

#### C. Land Uses

Tomball's Future Land Use Plan has designated this area as *Neighborhood Commercial* with three current zoning districts: Commercial, General Retail, and Planned Development #1-2008. The intent outlined in the Comprehensive Plan for this area is for commercial uses that are developed with the appropriate context, scale, and design to compliment residential development. These areas should be accessible by both vehicles and pedestrians. The Cottage Green and The Shoppes at Cottage Green are squarely consistent with Tomball's land use designation.

The Development will be composed of multiple land uses that may include commercial, retail, office, recreational, horizontal multi-family, etc. The final composition of the allowed land use shall be dictated by market conditions as related to the commercial development, however, The Cottage Green at Tomball shall be developed as submitted. The overall site plan

for The Development illustrates the mix of uses proposed and variety for horizontal multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for the smaller pad sites along Tomball Parkway. The larger pad sites and anchor stores for retail and restaurants will be in the boutique commercial development. Parking requirements ratios shall be based on Urban Land Institute (ULI) allowing flexibility during peak hours for the different uses to share the overall pool of parking.

#### D. Permitted Uses

Any uses permitted within the Multifamily Residential District (MF) and General Retail District (GR) listed in the City of Tomball Ordinance use regulations charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

##### 1. The Cottage Green (Horizontal Multi-family development)

The City of Tomball's permitted uses, as in most municipal codes, define dwelling units by the number of families housed and whether units are attached or detached. The Cottage Green is a new and innovative concept in land utilization so it does not fit in a single-family category, a two-family category, a multi-family category, or any category in between. The Multifamily Residential District (MF) will be used as the base zoning district for the purpose of development guidelines. However, The Cottage Green's unique design for the type and mix of units on a single lot requires alternative dwelling categories. This Planned Development adds three new dwelling unit types and definitions specific to The Cottage Green.

Cottage means one-family detached dwelling unit in a single-story building. Cottages contain two bedrooms less than 1,000 square feet with a private fenced yard, covered porch, and/or covered patio.

Patio Home means two-family attached dwelling units in a single-story building. Patio Homes are attached at the rear of each unit and include a front yard and/or private porch area. These dwelling units are less than 1,000 square feet with one and two-bedroom options.

Veranda Home or Sixtuplet means six-family attached dwelling units in a two-story building. Veranda Homes includes four, one-bedroom units on the first floor less than 650 square feet and two, two-bedroom units on the second floor approximately 1,200+/- square feet. Each unit has a separate entrance with direct access to the walkways and parking areas. Additionally, all Veranda Homes have private, covered patios, balconies, and/or porches. Veranda Homes is situated along the main driveway of the Development.

##### 2. The Shoppes at The Cottage Green (Commercial Development)

In addition, the following uses will be permitted as-of-right: (intended for vehicular-oriented pad site only)  
Eating establishment (with drive-in service)  
Automobile wash (self-service)

#### E. Development Guidelines

Unless otherwise outlined in this document, the City of Tomball Ordinance shall govern regulations and requirements for this property. Any change to this document would necessitate a change to the Planned Development and would require either City Planner and/or Community Development Director approval for minor modifications or Planning & Zoning Commission/City Council approval for major changes.

##### 1. The Cottage Green (Horizontal Multi-family development)

###### A. Lot Standard and Building Setbacks

- |   |   |
|---|---|
| 1. Density                              | Not to exceed 12 dwelling units per Net Acre. Net Acre is defined as the minimum lot area, not including the offsite detention acreage.   |
| 2. Minimum Lot Area                     | 25.43 Acres   |
| 3. Minimum front yard                   | The minimum front yard setback from the property line will be at least 30 feet and situated to the south adjacent to Brown-Hufsmith Road.   |
| 4. Minimum side yard                    | The side yards are the east and west boundaries. The side yard setback adjacent to The Polly Carter Community Garden and Trail's property line will be more than 25 feet from the closest building. The additional side yard setback to the east will be at least 60 feet from the buildings to the boundary property line of the single-family homes in the Springwood Subdivision. The western side yard adjacent to the Shoppes will be 15 feet from the property line and the dwellings units will be at least 50 feet from the property line.  |
| 5. Minimum rear yard                    | Rear yard setback is a minimum of 50 feet from the property line adjacent to Tomball Methodist Church to the north.   |
| <b>B. Building Requirements</b>         |   |
| 1. Height Regulations                   | One story dwelling units and accessory buildings, including garages and maintenance building, not to exceed 20 feet. Two story dwelling units and community buildings, including clubhouse, mail kiosk, and clock tower, not to exceed 35 feet.   |
| 2. Building length                      | Dwelling units, accessory buildings, and community building not to exceed 200 feet in length.   |
| 3. Minimum building separation          | One-story buildings, Cottages, are at least 6 feet apart on interior sides and minimum 20 feet from each building rear. The front doors of those facing the landscaped courtyards are at least 25 feet apart. All patio homes are one story. The One-Bedroom patio homes are 10 feet apart and the Two-Bedroom patio homes are 3 feet apart. Where there are 2-bedroom Patio Homes, the separation is approximately 3 feet on one side. Two-story buildings, Veranda Homes, are 9 feet apart on interior side and a minimum 15 feet apart from the one-story buildings. This includes private yards, porch, and sidewalks. The Community building is more than 20 feet from any dwelling building. The rear of Garages are at least 10 feet from dwelling buildings. The four bay Garages are 6 feet apart from each other. All buildings will comply with separation standards of the adopted Fire Code. |
| 4. Minimum floor area per dwelling unit | One-bedroom Patio Homes have a minimum floor area of 650 square feet. One-bedroom Veranda Homes have a minimum floor area of 550 square feet. Two-bedroom Cottages and Patio Homes have a minimum floor area of 900 square feet and 800 square feet, respectively. Two-bedroom Veranda Homes have a minimum floor area of 1,150 square feet. All dwelling units include private outdoor living space within the yard, patio, porch, or balcony, adding at least 100 more square feet.   |
| 5. Maximum lot coverage                 | Maximum lot coverage is 42%, which includes 9.98-acre adjacent offsite detention pond. Impervious coverage not to exceed 50%.   |

6. Green space; recreational areas

The minimum greenspace and recreation areas will be 50% of the gross platted area. However, each dwelling unit will have private yards, porches, patios, or balconies for personal use. The Community Building, Pool, Dog Park, Pickleball Court, and People Park more than 10,000 square feet of recreation area. Additional recreation and green space will be provided and accessible to residents at the Shoppes.

C. Streets and Driveways

1. Fire easements accessible

The main driveway into the development is 28 feet wide and will be used as a dedicated fire lane easement. All other internal driveways are at least 24 feet. Final design will designate fire lane easements to ensure all buildings are accessible within 150 feet of a marked fire lane.

2. Internal driveways

All internal driveways will be constructed of concrete with curbs and gutters. The main driveway will be at least 28 feet wide and other driveways will be 24 feet. All driveways will be lighted at night with a minimum intensity of two-foot candles' illumination.

3. Gated/secured entrances

There will be three gated entrances onto the property. The primary entrance will be restricted through the commercial development. The other two are along Brown-Hufsmith Road and will be setback at least 25 feet to allow proper stacking.

4. Entrance

The primary entrance is divided with two minimum ingress lanes of 20 feet and less than a maximum of 45 feet in width. The secondary entrances on Brown-Hufsmith Road are 28 feet wide.

5. Parking Spaces

Parking spaces will not be less than 2 per home built. Enclosed garages, under carports spaces, and spaces near each unit along the driveways, count towards the total parking spaces.

6. Parking Location

The parking areas on the main driveway will be separated by a 5-foot-wide grassy area and a 4- or 5-foot walkway. All other parking areas will have a 2-foot grassy area and 4-foot walkway.

Parking spaces, carports, and garages are at least 10 feet from any building. Additionally, they will be at least 30 feet from the front and rear lot lines.

7. Parking Stalls

90 Degree Stalls: Width 9 feet, Depth 18 feet, Aisle 24 feet, Curb Length 9 feet

45 Degree Stalls: Width 9 feet, Depth 27.6 feet, Aisle 28 feet, Curb Length 12.5 feet

2. The Shoppes at The Cottage Green (Commercial Development)

Varied standards are listed below.

A. Lot standard

- |                              |        |
|------------------------------|--------|
| 1. Minimum lot area (sq ft): | 20,000 |
| 2. Minimum lot width (ft):   | 100    |
| 3. Minimum lot depth (ft):   | 200    |

B. Building Setbacks (When adjacent to an arterial public street)

1. Minimum front yard setback: 35 feet when adjacent to an arterial street, Brown-Hufsmith Road.
2. Minimum side street setback: 25 feet when adjacent to an arterial street, State Highway 249.
3. Minimum side yard setback: 15 feet adjacent to residential to the east which includes appropriate buffer.
4. Minimum rear yard setback: 15 feet adjacent to Baker Road.

C. Building Requirements

1. Building height: 50 feet
2. Building floor area, maximum: 1:1 FAR
3. Building lot coverage, maximum: 50%
4. Impervious (surface lot) coverage, maximum: 80%
5. Outside storage lot coverage, maximum (sf): 5%

F. Landscape Standards

A landscape plan will be created and submitted separately with full construction plans. The development will meet or exceed all City of Tomball landscape standards. Both sets of landscape plans will include the following:

- The scale shown in both written and graphic form.
- Location, size, and species of all trees to be preserved (do not use tree stamps unless they indicate true size and location of trees).
- Where credited trees are proposed, a plan indicating how these existing trees will be protected from damage during construction.
- Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features.
- Species and common names of all plant materials to be used.
- Size of all plant material to be used (container size, planted height, etc.).
- Spacing of plant material where appropriate.
- North arrow/symbol and a small map showing where the property is located.
- Date of the landscape plan.

1. The Cottage Green (Horizontal Multi-family development)

- a. Landscape area minimum (sq ft) At least 10% of the area will not be covered by buildings and will be landscaped. There will be a total of 171 trees 2" minimum size throughout.
- b. Street side landscape buffer The landscape buffer adjacent to Brown-Hufsmith Road will be at least 10 feet wide.
- c. Front yard At least 15 percent of the front yard, Brown-Hufsmith Road, shall be permanently landscaped area.
- d. Street trees, minimum One large tree shall be required per 40 linear feet (or portion thereof) of street frontage. Large trees shall be a minimum of

three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

2. The Shoppes at The Cottage Green (Commercial Development)

- |  |  |
|--|--|
| a. Green space / recreational areas:                                 | <p><i>Vehicular-oriented commercial</i> - Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.</p> <p><i>Pedestrian-oriented commercial</i> - Match requirements from Vehicular-oriented commercial. Additional amenities are required such as courtyard, lawn, trails, shade structure and outdoor furniture.</p> |
| b. Landscape area minimum (sq ft):                                   | <ul style="list-style-type: none"> <li>- Sites up to 20,000 sq ft = 5%.</li> <li>- Sites of 20,000 sq ft to 200,000 = 7.5%.</li> <li>- Sites over 200,000 sq ft = 10% of area NOT covered by building or structure.</li> </ul>   |
| c. Street side landscape buffer:                                     | <ul style="list-style-type: none"> <li>- 15-foot-wide along (SH 249)</li> <li>- All boulevard entrances and other site entrances from SH 249, Baker Dr and Brown-Hufsmith Rd must be furnished with a minimum 5-foot-wide landscape strip and provide one large street tree every 40-linear foot of street frontage.</li> </ul>  |
| d. Street trees, minimum:  | One large tree and three small trees for every 40-linear foot of street frontage. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.   |
| e. Tree requirements, minimum (in addition to required street trees) | <p>Sites less than 3,000 sqft = 3</p> <p>Sites of 3,001 to 7,000 sqft = 4</p> <p>Sites of 7,001 to 10,000 sqft = 5</p> <p>Sites of 10,001 to 20,000 sqft = 6</p> <p>Sites of 20,001 to 30,000 sqft = 7</p> <p>Sites of 30,001 to 40,000 sqft = 8</p> <p>Sites over 40,000 sqft = per 20,000 sqft = 3</p>   |
| f. Parking lot trees, minimum:                                       | One tree shall be planted in the parking area for every (10) parking spaces, for parking lots with more than 20 spaces. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where trees are located.  |
| g. Within 15' commercial/multifamily buffer                          | Enhanced landscaping and iron fencing to be included at vehicular/pedestrian entry of multifamily to promote cohesive  |

theme of overall development. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

## G. Parking Lot Landscaping

A landscape plan will be created and submitted separately with full construction plans to include parking lot landscaping. The development will meet or exceed all City of Tomball landscape standards.

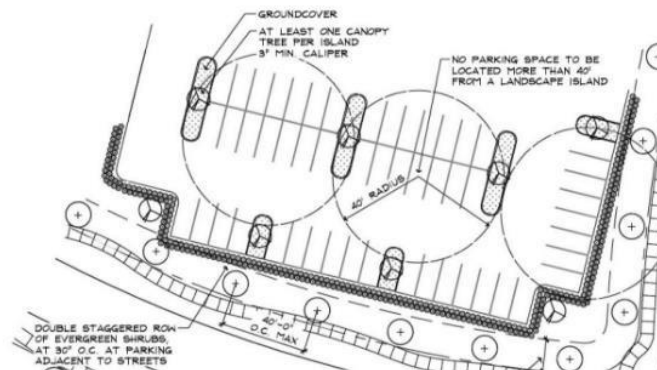
### 1. The Cottage Green (Horizontal Multi-family development)

A two-foot pervious area will be adjacent to all parking areas between the pedestrian walks and parking stalls. There will also be landscaped islands throughout, especially on either side of the garage and carport bays.

### 2. The Shoppes at The Cottage Green (Commercial Development)

Parking areas for pad sites must be connected to parking areas of adjacent parcels and structures with a connecting driveway. A continuous double hedge row of shrubs planted with triangular spacing along the parking lot boundary adjacent to a street (major throughfare, throughfare, boulevard entrance, etc.) is required. The shrubs shall be a minimum of five (5) gallon size of thirty-six (36") in height, planted thirty inches (30") on center and maintained at a uniform height of forty-two inches (42").

At areas where monument signage may be installed a temporary interruption in continuity (up to 20') may be warranted for signage visibility. One nine by nineteen-foot (9'x19') landscape island is required for every ten (10) parking spaces. Landscape Island may include a 6" perimeter concrete curb within the required 9'x19' area. Each island shall contain a minimum of one (1) three-inch (3") caliper canopy tree with the remaining planted area consisting of a low shrub or groundcover. An 18" strip of gravel contained by steel edging shall be located directly adjacent to any length of parking stall. No sod or hydromulch shall be permitted within the island extents. Each island corner shall consist of a three-foot



(3') radius along the driving isle. Each bay of parking must be separated from the end drive aisles by a landscape island consisting of the required parking lot island landscaping. A typical parking lot planting scenario can be found below:

Parking lot landscape exhibit

## H. Buffering / Fencing

### 1. The Cottage Green (Horizontal Multi-family development)

- |  |  |
|--|--|
| a. Buffer between Multi-Family and Single-Family | Opaque screen will be erected adjacent to the single-family homes in the Springwood neighborhood. Such screening will include a treated wood fence no less than six feet in height. All buildings are at least 60 feet from the boundary property line of the Springwood neighborhood. Additionally, a 10-foot buffer of landscaping will be added. Such buffer will include one large tree per 40 linear feet (or portion thereof). Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees. |
| b. Materials                                     | All opaque screening along the northern property lines adjacent to the Tomball Methodist Church and Polly Carter Community Garden will be treated wood fencing no less than six feet in height.  |
| c. Refuse Area                                   | Three sides will be constructed of a six-foot masonry wall and include an opaque metal gate on the fourth side.  |
| d. Buffer between Commercial and Residential     | The landscaped buffer of 15 feet wide will be provided on the adjacent commercial development to the west. Within the side yard, a combination of iron fencing, garages, and landscaping will be placed along the residential property line. See landscape standards above for details.  |

### 2. The Shoppes at The Cottage Green (Commercial Development)

- |   |  |
|---|--|
| a. Buffer between Commercial and Multi-Family | Where commercial is adjacent to the Cottage Green multifamily, a 15-foot landscape buffer is required to be installed incorporating non-opaque screening, such as wrought iron or metal fencing. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees. Tree species will vary, including Oak, Pine, and low shrubs to gain vertical screening. |
| b. Materials                                  | All other fencing material may be treated wood, masonry, reinforced concrete, or similar suitable materials without openings, unless in special areas where visibility is encouraged.  |
| c. Refuse Area                                | All refuse containers must be screened on three sides by a minimum 6-foot solid masonry wall and include an opaque metal gate.   |

## I. Sidewalks

This Planned Development anticipates pedestrian paths to enhance movement and access for residents and patrons in both the residential and commercial areas. Residents will have convenient access to the commercial development but connectivity will be restricted from the commercial to the residential by secured, gated entrances. The overall development is designed to promote walkability.

### 1. The Cottage Green (Horizontal Multi-family development)

- a. Walkways                      Five-foot sidewalks along the main driveway adjacent to the Community Building and Sixtuplet Buildings.  
  
Four-foot sidewalks throughout connecting to separate walkways at each dwelling unit/building.
- b. Parking Areas              Four-foot-wide sidewalk connects the parking areas to separate walkways for each dwelling unit.
- c. Materials                    All sidewalks shall be paved with concrete.

2. The Shoppes at The Cottage Green (Commercial Development)

Sidewalks:

- a. Minimum 5-foot-wide sidewalks shall be provided along all commercial frontage/access points for both mixed-use & pad sites.
- b. Minimum 5-foot-wide primary pedestrian sidewalk to be included as primary pedestrian connection linking commercial pads sites & commercial mixed-use components. This primary pedestrian sidewalk to connect/integrate with primary entry/connection to multifamily component. This primary pedestrian sidewalk to connect/integrate with required SH249 & Brown-Hufsmith Road sidewalks.
- c. All sidewalks shall be paved with concrete for primary connections.

Connectivity:

- a. All commercial and multi-family components must be interconnected with the overall site.
- b. All building entries to be accessible via pedestrian pathways via public roads (SH249, Bakers Dr & Brown-Hufsmith Rd) or as required by the City of Tomball Ordinances.
- c. Crosswalk striping to be provided at all pedestrian crossings of internal/private drives for enhanced safety. Crosswalk striping to be provided at public ROW sidewalk crossings (along SH249 & Brown-Hufsmith Rd).

Materials

- a. Sidewalk material will be limited to one of the following: concrete, concrete pavers, integrally-colored concrete, or stamped concrete.

J. Signage

Detailed plans and specifications of any sign must be submitted for review prior to installation. The sign designs are subject to review and approval by the Developer to ensure consistency with the overall development theme. All signs must be fabricated and installed in compliance with all applicable City of Tomball ordinances as well as the following additional site-specific standards:

- a. Pole signage to be prohibited within the full Cottage Green Development.
- b. Monument signage base material to be masonry. Finishes above base must be of high-quality finishes that are complimentary with the architectural style/finishes prevalent within the overall development. Finishes may include masonry, wood siding (treated), fiber cement siding, & flat metal paneling. The following materials are prohibited: industrial/corrugated metal, untreated wood.
- c. Monument signs are to be located minimum 10' from property lines facing any public ROW
- d. Monument signs may encroach or partially encroach public utility easements if particular utility easements allow such improvements within.
- e. Monument signs may encroach into ROW landscape setbacks and may interrupt required landscaping improvements for no more than 40' of frontage length.

1. The Cottage Green (Horizontal Multi-family development)

The Cottage Green will have one masonry monument sign at the main entrance within the side yard adjacent to the commercial development. Another masonry monument sign will be at the entrance along Brown-Hufsmith Road leading into the rear of the commercial development. This sign and driveway entrance will give residents direct access to the

gated residential development. All buildings shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

## 2. The Shoppes at The Cottage Green (Commercial Development)

Additional commercial standards include:

- a. Dual-tenant / pad-site monument signage height to be limited to 12' & maximum area limited to 250'.
- b. Multi-tenant / mixed-use monument signage height to be limited to 18' & maximum area limited to 300'.
- c. Individual pad site signage prohibited along SH249. Dual-tenant monument signage required for every 2 adjacent pad sites.
- d. (1) multi-tenant monument sign allowed along SH249 frontage for mixed-use (non-pad) commercial user representation.
- e. (1) multi-tenant monument sign allowed along Brown-Hufsmith Rd frontage for mixed-use (non-pad) commercial user representation.
- f. Additional internal multi-tenant way-finding signage allowed within mixed-use component.

Where guidelines above conflict with City of Tomball regulations, the city code will govern. In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, oscillating, iridescent or dayglo painted signs, signs which make noise, incandescent or fluorescent illuminated signs, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface. Other prohibited signs include changeable message banners, flags, and single-pole signages. Pylon signs, must have 2 poles and be architecturally cohesive with the Planned Development architecture style. Balloons, streamers, pennants, bunting, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures are deemed to be inconsistent with the intent of this Planned Development and prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to Developer approval.

For building mounted signs, Tenants shall design as an integral element of the storefront design, with letter form size and location appropriately scaled and proportioned to the overall storefront design. All Tenant sign designs must be submitted and subject to approval by the Developer.

One building identifier will be permitted for each Tenant having an exterior public entrance. The maximum span of the Tenant's sign shall not exceed 75% of the store frontage width. Tenants with 5,000 square feet or less may have building signage not to exceed a maximum of 36" in height and tenants in a lease space greater than 5,000 feet may have signage up to 48" tall. For spaces larger than 10,000 square feet, the signs must be an integral part of the store front design, with letter size and location appropriately scaled and proportioned to the overall store front design. The information on the sign will consist of the name of the Tenant in a typeface of their choice. The use of pictorial logos or symbols may be considered for nationally recognized tenant's trademarked logos. The message will typically appear as one horizontal line of copy. Two lines are allowed if the tenant's name will not fit on one line.

All sign designs are subject to review and approval by the Developer.

## K. Architectural Criteria

The overall development style mimics a traditional southern vernacular style of architecture with a beach town vibe. These recommendations and standards are meant to foster a sense of design continuity that creates a sense of place in the master planned mixed-use land development. The building façade finishes and materials should include:

- a. Usage of coastal / southern classical materials and finishes are encouraged, including wood siding, fiber cement siding, board and batten, etc. the usage of raw materials and finishes are discouraged (exposed steel (painted), architectural steel, metal cladding, aluminum, composite aluminum panels, corten steel, decorative CMU (Concrete Masonry Unit) blocks, brick masonry, concrete (raw, board-formed, or form-liner concrete)).
- b. A consistent palette of materials appropriate to the regional context should be employed for exterior materials. A

- range of natural earth tones is recommended, with coastal accent colors utilized as a secondary application.
- c. Accent colors and/or painted graphics/art (only as minimal & part of a signage) may be permitted when deemed to add value to overall project and community aesthetic.
- d. Prior to plan submittal, ALL building elevation/material plans will be subject to final review/approval by the developer and/or representative authorized to act on behalf of the developer in accordance with applicable restrictions.

1. The Cottage Green (Horizontal Multi-family development)

The multifamily architectural design style must be compatible with the design intent for the overall project.

2. The Shoppes at The Cottage Green (Commercial Development)

The following Architectural Criteria is intended to make the building designer aware of the architectural context, not to inhibit or limit unique design. The building façade criteria and features should include:

- a. Building facades shall include offsets, changes in building materials, colors, textures, and architectural detailing that creates shade and cast shadows.
- b. Facades greater than 100 feet in length shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet. This Regulation applies to all building facades within the PD except for the building rear façade.
- c. Canopies, arcades, or recessed entries shall be provided at pedestrian entrances to the building. Canopies and arcades shall be structural extensions of the building and cover a ground area of at least 20 feet. A recessed entry shall be at least 20 square feet in size.
- d. The front façade of the multi-tenant retail building facing SH 249 and facing Brown-Hufsmith shall be at least 60% transparent by means of storefronts, entrances, and display windows.
- e. Facades of all buildings within the PD shall be of similar architectural design, colors, and materials.
- f. The developer or city planner may approve alternative canopy or façade treatments not specified herein if equal or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- g. Columns should be simple in form and are encouraged to incorporate a traditional Southern Vernacular style of architecture.
- h. All rooftop equipment shall be screened so as not to be visible from the finished elevation of the parking area and common amenity space.

The photos provided below are examples for massing, scale, proportion, and building materials to aid in understanding the intended community style. The following photos reflect the broad architectural style meant to be expressed and not one single image captures the exact look.

Multi-tenant retail & Pad retail – style inspiration



## L. Lighting

This Planned Development provides recommendations for a coordinated family of site lighting and materials for use in open areas. Parking lot lighting must be designed in an attempt to maximize pedestrian and vehicular safety and in accordance with Illuminating Engineering Society of North America (IESNA) recommended standards. Additionally, parking lighting should be shielded with sharp cut-off in order to promote "dark sky" concepts and limit intrusion into adjacent properties and on a house meter. Photometric calculations and drawing documentation are required for each project assuring minimal light trespass into or onto adjacent properties and the sky-dome. All light fixtures must be LED or low-energy / high efficiency and be submitted with cut sheets for developer approval.

### Parking Lot Lights:

Color – Black or dark bronze, complimenting metal trims selections in development. Pole Height – ±25'

Base – ±3' tall concrete base.

Additional lighting specifications must be provided per photometric study and site-specific design needs.

## M. Amenities

The amenities in the Planned Development intends to create a sense of place and comfort for the residents, patrons, and business owners. Additionally, the well-appointed amenities will add overall value to the City of Tomball.

### 1. The Cottage Green (Horizontal Multi-family development)

Specific common area amenities within the development will exceed 11,000 square feet. Those items and other amenities that are useful and desirable to residents include the following:

- a. Community Building to house a leasing office, conference room, and public kitchen areas
- b. Fitness center with state-of-the-art equipment
- c. Resort-style pool
- d. Two covered porch areas for lounging, grilling, and a fire pit
- e. Mail kiosk
- f. Pickleball Court
- g. Bark Park with Wash Station
- h. Open lawn area
- i. Decorative accent sculptures
- j. Separate maintenance building
- k. On-site management

For the comfort and convenience of the tenant, every unit has well-appointed amenities including the following:

- a. Private, fenced yards and/or covered porch and patio areas
- b. Lawn maintenance
- c. Nine-foot ceilings with ceiling fans
- d. Energy-efficient and stainless-steel appliances
- e. Faux wood and carpet flooring
- f. In unit clothes washer and dryers
- g. Quartz countertops
- h. Large closets

### 2. The Shoppes at The Cottage Green (Commercial Development)

The following amenities are required within the *Vehicular-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.

The following amenities are required within the *Pedestrian-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.
- c. Shade structures (minimum 1), along pedestrian pathways or courtyard.
- d. Public plaza / courtyard, composed of architectural concrete or pavers. The courtyard to be partially surrounded by restaurants patio areas.
- e. Lawn, a minimum of 30% (thirty) percent of the designated public plaza / courtyard area.
- f. Furniture, such as benches and / or low masonry seating walls.
- g. Architectural tower / landmark minimum of 30' (thirty) feet of height to visually attract the users to the amenities and shopping experience.

#### N. Minor Modifications

The following minor modifications of the Planned Development are allowed provided that such modifications shall be reviewed for compliance with the applicable City of Tomball Ordinances, and this will be approved by the City Planner or Community Development Director.

1. The Cottage Green (Horizontal Multi-family development)
  - a. Modifications to dwelling unit offerings between Cottages, Patio Homes, and Veranda Homes.
  - b. Minor adjustment to dwelling unit square footage provided the minimum square footage is consistent with the PD.
  - c. Modifications to the number and location of each dwelling unit provided all are maintained on the residential parcel and do not exceed the density established in the PD.
  - d. Modification of the type and location of parking spaces provided the total number of spaces are maintained.
  - e. Modifications to the exact ingress/egress points as may be required by an engineering review, Traffic Impact Analysis, or City of Tomball code.
2. The Shoppes at The Cottage Green (Commercial Development)
  - a. Modifications to internal driveway patterns.
  - b. Modifications to the location of land use provide that such relocations meet the minimum area and land use regulations set forth within this document.
  - c. Modifications to lot sizes / property line locations, provided that such lots shall meet the minimum area regulations set forth in this document.
  - d. Modifications to the total acreage provided for each land use as set for in the site exhibit area allowed. If needed, signage location can be revised following the standard from this document.
  - e. Central Courtyard patio area shows a general intent to enhance the pedestrian & restaurant/retail customer experience with programmed amenities to further engage the commercial development with place-making, interactive/engaging amenity elements. Within that broad goal, the specific concept design may evolve & change from what is currently included in this document with something greater or equal in quality.

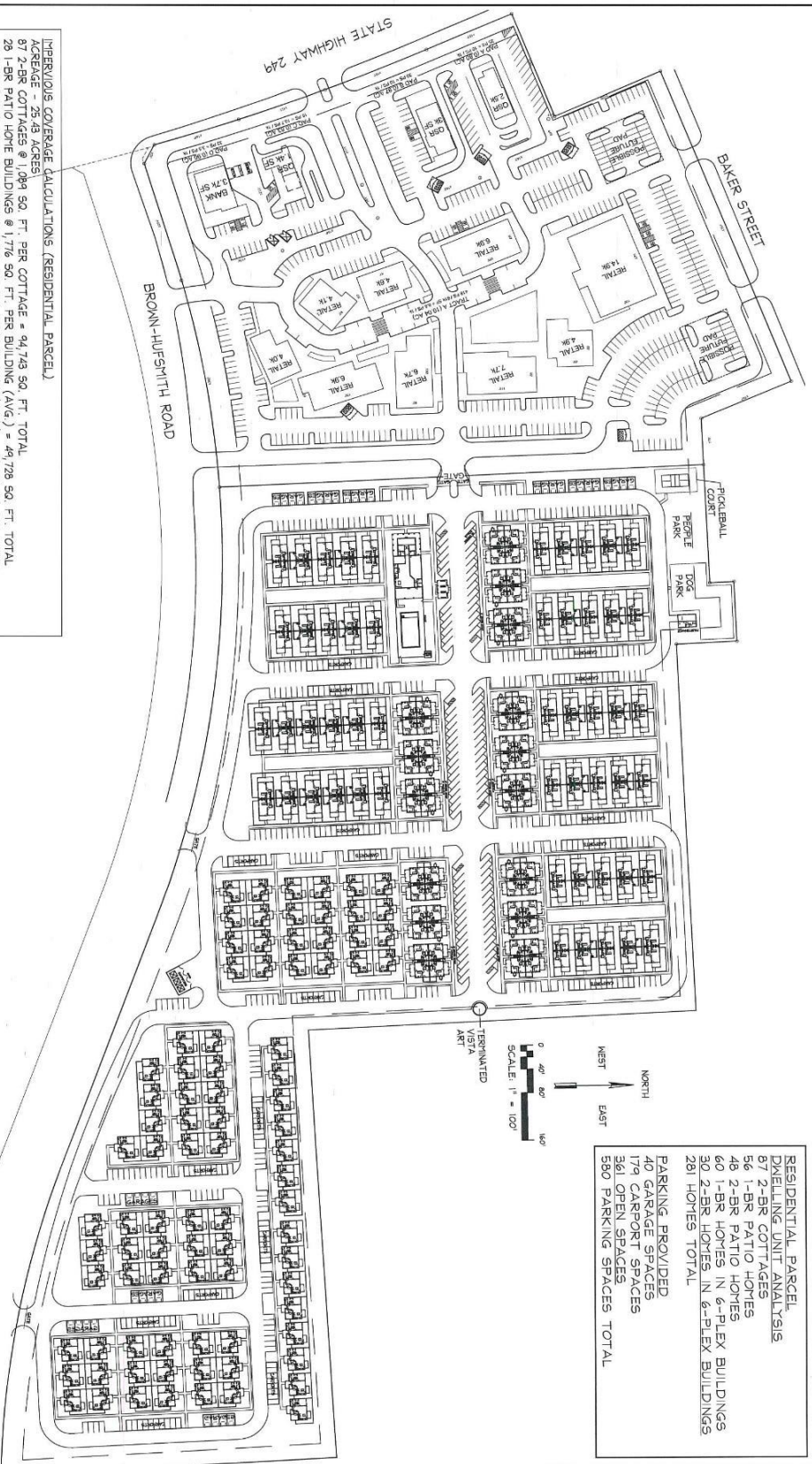
#### O. Exhibits

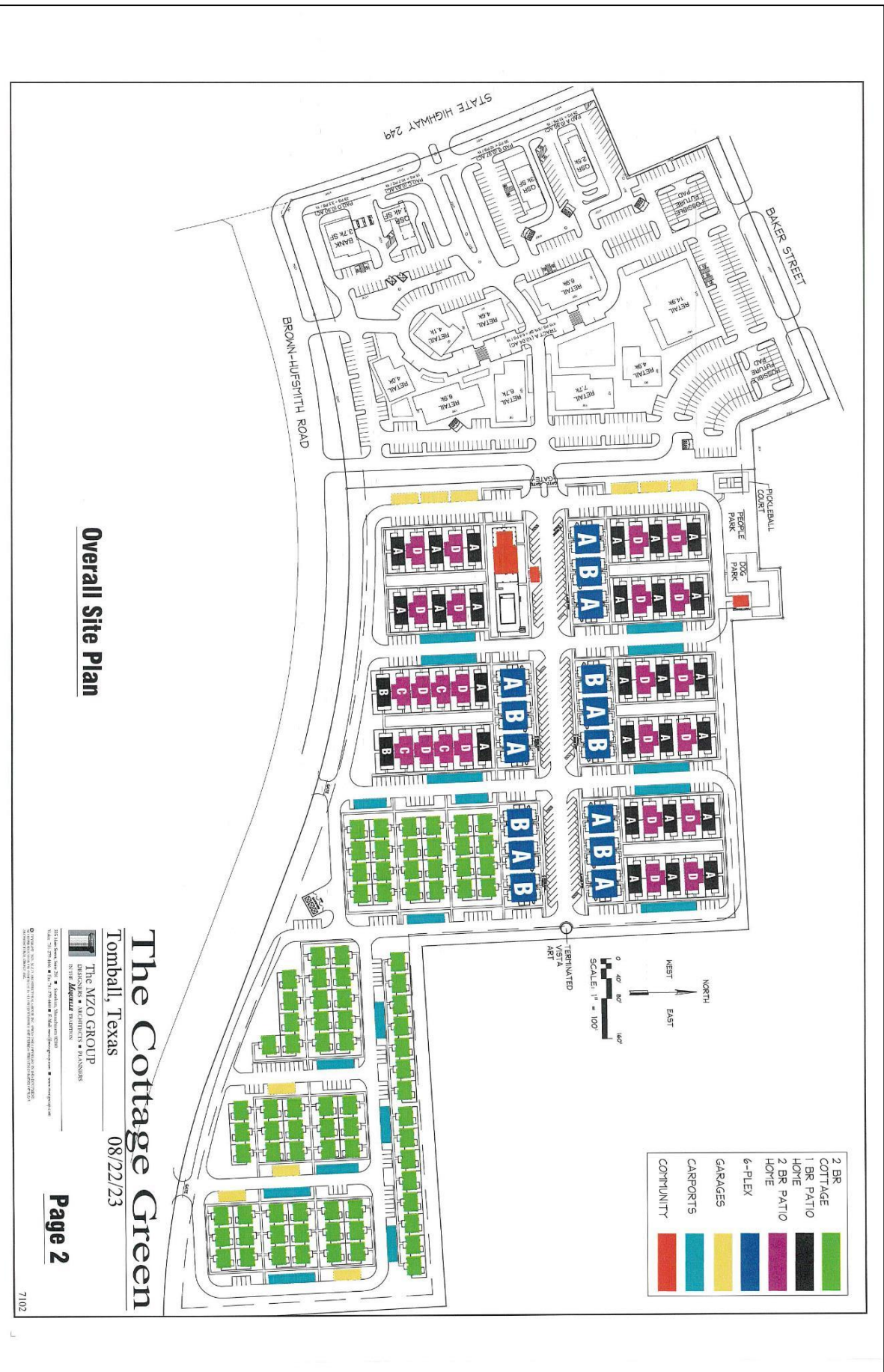
Includes all site plans, renderings, and photographic package.

INTERVIOUS COVERAGE CALCULATIONS (RESIDENTIAL PARCEL)  
 ACREAGE - 25.43 ACRES  
 87 2-BR COTTAGES @ 1,094 SQ. FT. PER COTTAGE = 94,748 SQ. FT. TOTAL  
 24 1-BR PATIO HOME BUILDINGS @ 1,776 SQ. FT. PER BUILDING (AVG.) = 42,624 SQ. FT. TOTAL  
 24 2-BR PATIO HOME BUILDINGS @ 2,056 SQ. FT. PER BUILDING (AVG.) = 49,344 SQ. FT. TOTAL  
 10 6-PLEX BUILDINGS WITH SIDE PORCHES @ 3,541 SQ. FT. PER BUILDING = 35,410 SQ. FT. TOTAL  
 5 6-PLEX BUILDINGS WITHOUT SIDE PORCHES @ 3,346 SQ. FT. PER BUILDING = 16,825 SQ. FT. TOTAL  
 11 4-BAY GARAGE BUILDINGS @ 1,094 SQ. FT. PER GARAGE BUILDING = 12,034 SQ. FT. TOTAL  
 COMMUNITY BLDG., POOL, MAINTENANCE BLDG., PICKLEBALL COURT = 11,865 SQ. FT. TOTAL  
 ROADWAYS = APPROX. 29,068 SQ. FT. TOTAL  
 MULCHWAYS = APPROX. 69,605 SQ. FT. TOTAL  
 TOTAL COVERAGE = 626,420 SQ. FT. OR 14.38 ACRES  
 25.43 ACRES / 14.38 ACRES COVERAGE = 56.55% COVERAGE  
 NOTE 1: COVERAGE DOES NOT INCLUDE 9.98 ACRE OFF-SITE DETENTION POND, WITH POND INCLUDED,  
 35.41 ACRES / 14.38 ACRES COVERAGE = 40.61% COVERAGE  
 NOTE 2: COMMON AREAS = APPROX. 8.5 ACRES

# Overall Site Plan

**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
 The MZO GROUP  
 DESIGN ARCHITECTS • LANDSCAPE  
 DESIGN BY **Morgan M. Morgan**  
 7102





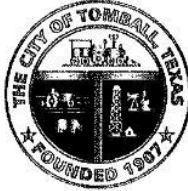






**Exhibit "F"**  
**Rezoning Application**

Revised: 10/1/2022



**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.

There is a \$1,000.00 application fee that must be paid at time of submission or the application will not be processed.

**DIGITAL PLAN SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY IN A SINGLE PDF BY FOLLOWING THE WEBSITE BELOW:

**WEBSITE:** tomballtx.gov/securesend  
**USERNAME:** tomballdd  
**PASSWORD:** Tomball1

**Applicant**

Name: HMF-AMERICANA, LLC Title: \_\_\_\_\_  
Mailing Address: PO BOX 7862 City: THE WOODLANDS State: TX  
Zip: 77387 Contact: TIM CRAWFORD  
Phone: (281) 210-7768 Email: tim@palmettobuilt.com

**Owner**

Name: Par Real Estate Holdings, LLC Title: \_\_\_\_\_  
Mailing Address: 1330 Lake Robbins Dr. City: The Woodlands State: TX  
Zip: 77380 Contact: Tim Crawford, agent  
Phone: (281) 210-7768 Email: tim@palmettobuilt.com

**Engineer/Surveyor (if applicable)**

Name: Talon Engineering Title: Engineer  
Mailing Address: 16225 Park Ten Place, Suite 500 City: Houston State: TX  
Zip: 77084 Contact: Scott Greer  
Phone: (713) 816-4156 Fax: ( ) Email: scott@taloncivil.com

**Description of Proposed Project:** Mixed Use Development

**Physical Location of Property:** 0 Brown Rd, Tomball 77375

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

TR1 BLK1 The Shoppes at Spring Creek Commons Sec 1, Lots 253 BLK 1 The Shoppes at Spring Creek Commons Sec 1 and 10 AC consisting of TR 17D-1 ABST 34 J House, TR 17D ABST 34 J House

**Legal Description of Property:** \_\_\_\_\_  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]  
**Current Zoning District:** general retail

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

Current Use of Property: vacant

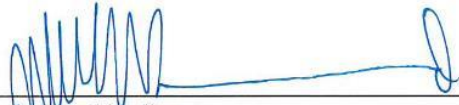

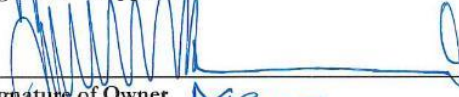
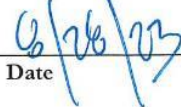
Proposed Zoning District: planned development

Proposed Use of Property: mixed use

HCAD Identification Number: 0402700010172 Acreage: 41+

**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.**

<input checked="" type="checkbox"/>		
	Signature of Applicant	Date
<input checked="" type="checkbox"/>	 <i>Agent</i>	
	Signature of Owner	Date

Letter Of Authorization/Agency

This Letter of Authorization is signed by PAR R/E HOLLOMBE, the Owner of approximately 31 acres of land in Harris County, Texas also identified as HCAD Parcel Number 04027000101727 (the "Property"), and this is the same land which is the subject matter for a re-Zoning application with the City of Tomball.  
AND OTHERS

The Owner designates Tim Crawford, Manager of HMF Americana, LLC, as the Owner's Agent for the purposes of submitting and pursuing the approval of rezoning of the Property. The City of Tomball may rely on this document and communicate with Mr. Crawford directly for such purposes.

Hugh Callender  
HUGH CALLENDER - MANAGER

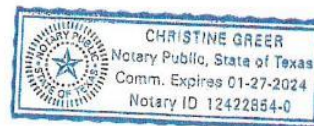
State Of Texas

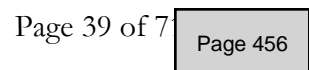
County Of Harris

This Letter of Authorization/Agency is signed on

April 21 2023 by Hugh Callender  
Christine Greer

Notary Public, State of Texas





DESCRIPTION  
TRACT 1

31.214 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being a portion of that certain Lot 1 and all of those certain Lots 2 and 3 of The Shoppes at Spring Creek Commons Section One, a subdivision as shown on map or plat recorded under Film Code Number 622085 of the Map Records of Harris County, Texas, said 31.214 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found for the Southeasterly end of a cut-back line between the Northerly right-of-way line of Brown-Hufsmith Road (100 foot right-of-way) and the Easterly right-of-way line of State Highway 249 (right-of-way width varies), for the Southeasterly corner of that certain called 0.0049 of one acre of land conveyed to County of Harris as described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2017-252737;

Thence, N 61°47'36" W, along said cut-back line and along the Northeasterly line of said 0.0049 acre tract, a distance of 35.56 feet to an "X" in concrete set for the Northwesterly end of said cut-back line;

Thence, in a Northwesterly direction, along the Easterly right-of-way line of said State Highway 249, with a curve to the left, having a central angle of 07°13'55", a radius of 3909.20 feet, an arc length of 493.42 feet, a chord bearing of N 19°00'38" W and a chord distance of 493.10 feet to a 1/2 inch iron rod with cap found for a point of non-tangency;

Thence, N 22°10'09" W, continuing along the Easterly right-of-way line of said State Highway 249, a distance of 136.96 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain Restricted Reserve "A" of NCS Sandy Road Addition, a subdivision as shown on map or plat recorded under Volume 334, Page 110 of the Map Records of Harris County, Texas;

Thence, N 68°11'30" E, along the Southerly line of said Restricted Reserve "A" of NCS Sandy Road Addition, a distance of 185.02 feet to a 1 inch iron pipe found for the Southeasterly corner of said Restricted Reserve "A" of NCS Sandy Road Addition;

Thence, N 22°38'48" W, along the Easterly line of said Restricted Reserve "A" of NCS Sandy Road Addition, a distance of 190.31 feet to a 1/2 inch iron rod with cap found in the Southerly right-of-way line of Baker Road (60 foot right-of-way), for the Northeasterly corner of said Restricted Reserve "A" of NCS Sandy Road Addition;

Thence, N 68°08'15" E, along the Southerly right-of-way line of said Baker Road, a distance of 501.38 feet to a 3/4 inch iron rod found for an angle point;

Thence, N 67°40'42" E, continuing along the Southerly right-of-way line of said Baker Road, a distance of 60.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, S 22°00'54" E, a distance of 161.57 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 276.57 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 02°14'59" W, a distance of 40.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, S 02°14'59" E, a distance of 100.00 feet to a 5/8 inch iron rod with cap found for corner;

Thence, N 87°45'01" E, a distance of 617.38 feet to a 1/2 inch iron rod with cap found in the Westerly line of that certain called 9.974 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers Y648932, Y648933 and Y648934;

Thence, S 02°02'55" E, along the Westerly line of said 9.974 acre tract, a distance of 42.47 feet to a 1/2 inch iron pipe found for the Southwesterly corner of said 9.974 acre tract and the Northwesterly corner of that certain called 1.334 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y649292;

Thence, S 02°10'33" E, along the Westerly line of said 1.334 acre tract, a distance of 412.67 feet to a 5/8 inch iron rod with an aluminum cap found for an angle point;

Thence, S 02°08'52" E, continuing along the Westerly line of said 1.334 acre tract and along the Westerly line of that certain called 0.7039 of one acre of land described in deeds and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers Y649290, Y649296, Y649299 and Y649301, a distance of 186.31 feet to a 1/2 inch iron rod with cap found for the Northwesterly corner of that certain Lot 1 of Brown-Hufsmith Commercial, a subdivision as shown on map or plat recorded under Film Code Number 622259 of the Map Records of Harris County, Texas;

Thence, S 02°11'44" E, along the Westerly line of said Lot 1 of Brown-Hufsmith Commercial, a distance of 328.19 feet to the Northerly right-of-way line of said Brown-Hufsmith Road, for the Southwesterly corner of said Lot 1 of Brown-Hufsmith Commercial;

Thence, along the Northerly right-of-way line of said Brown-Hufsmith Road, the following courses and distances:

N 68°42'21" W, a distance of 222.20 feet to a 5/8 inch iron rod found for a point of curvature to the left;

In a Northwesterly direction, with said curve to the left, having a central angle of 38°05'14", a radius of 1690.42 feet, an arc length of 1123.71 feet, a chord bearing of N 87°44'58" W and a chord distance of 1103.13 feet to a 1/2 inch iron rod with cap found for a point of tangency;

S 73°12'25" W, a distance of 166.32 feet to the POINT OF BEGINNING and containing 31.214 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (Dwg No. 2303100A.dwg)

HOVIS SURVEYING COMPANY, INC.  
Texas Firm Registration No. 10030400

By: \_\_\_\_\_

Date: July 13, 2023  
Job No.: 23-031-00  
File No.: A23-031.00D  
Dwg File: 2303100A.dwg



DESCRIPTION  
TRACT 2

4.983 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.983 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of said 4.983 acre tract;

Thence, S 87°15'27" W, along the Northerly line of those certain Lots 4 thru 7 of said Final Plat of Tomball Estates, a distance of 726.20 feet to a 1/2 inch iron rod with cap found for the Southeasterly corner of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668;

Thence, N 02°12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 298.90 feet to the Southwesterly corner of that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, N 87°16'19" E, along the Southerly line of said 4.997 acre tract, a distance of 726.69 feet to the Westerly line of that certain Lot 2 of said Replat of Leslie's Park, for the Southeasterly corner of said 4.997 acre tract;

Thence, S 02°06'49" E, along the Westerly line of Lot 1, Lot 2 and Restricted Reserve "A" of said Replat of Leslie's Park, a distance of 298.72 feet to the POINT OF BEGINNING and containing 4.983 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (Dwg No. 2303100A.dwg)

HOVIS SURVEYING COMPANY, INC.  
Texas Firm Registration No. 10030400

By: \_\_\_\_\_

Date: July 13, 2023  
Job No.: 23-031-00  
File No.: B23-031.00D  
Dwg File: 2303100A.dwg



DESCRIPTION  
TRACT 4

4.997 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain called 4.997 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700, said 4.997 acres of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with an aluminum cap found for the Southwesterly corner of that certain Restricted Reserve "A" of the Replat of Leslie's Park, a subdivision as shown on map or plat recorded under Film Code Number 641161 of the Map Records of Harris County, Texas, the Northwesterly corner of that certain Lot 9 of the Final Plat of Tomball Estates, a subdivision as shown on map or plat recorded under Film Code Number 366113 of the Map Records of Harris County, Texas, the Northeasterly corner of that certain Lot 7 of said Final Plat of Tomball Estates and the Southeasterly corner of that certain called 4.983 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20090421700;

Thence, N 02°06'49" W, along the Westerly line of Restricted Reserve "A", Lot 1 and Lot 2 of said Replat of Leslie's Park, a distance of 298.72 feet to the Northeasterly corner of said 4.983 acre tract, the Southeasterly corner of said 4.997 acre tract and the POINT OF BEGINNING of the herein described tract of land;

Thence, S 87°16'19" W, along the Northerly line of said 4.983 acre tract, a distance of 726.69 feet to the Easterly line of that certain called 6.292 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number Y538668, for the Northwesterly corner of said 4.983 acre tract;

Thence, N 02°12'27" W, along the Easterly line of said 6.292 acre tract, a distance of 299.70 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain Lot 2 of the Final Plat of Murr Commercial Park, a subdivision as shown on map or plat recorded under Film Code Number 620118 of the Map Records of Harris County, Texas;

Thence, N 87°18'40" E, along the Southerly line of said Lot 2 of the Final Plat of Murr Commercial Park, a distance of 727.17 feet to a concrete monument found in the Westerly line of that certain Restricted Reserve "B" of said Replat of Leslie's Park, for the Southeasterly corner of said Lot 2 of the Final Plat of Murr Commercial Park;

Thence, S 02°06'49" E, along the Westerly line of Restricted Reserve "B", Lot 2, Lot 3 and Lot 4 of said Replat of Leslie's Park, a distance of 299.21 feet to the POINT OF BEGINNING and containing 4.997 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (CENTRAL ZONE NO. 4204).

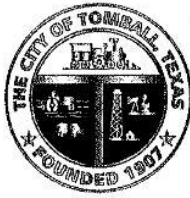
TRACT BEING SHOWN ON MAP (Dwg No. 2303100A.dwg)

HOVIS SURVEYING COMPANY, INC.  
Texas Firm Registration No. 10030400

By: 

Date: July 13, 2023  
Job No.: 23-031-00  
File No.: D23-031.00D  
Dwg File: 2303100A.dwg





Revised: 10/1/2022

## **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.

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WEBSITE: [tomballtx.gov/securesend](http://tomballtx.gov/securesend)  
USERNAME: [tomballdd](mailto:tomballdd)  
PASSWORD: Tomball1

#### **Applicant**

Name: HMF-AMERICANA, LLC Title: \_\_\_\_\_  
Mailing Address: PO BOX 7862 City: THE WOODLANDS State: TX  
Zip: 77387 Contact: TIM CRAWFORD  
Phone: (281) 210-7768 Email: tim@palmettobuilt.com

#### **Owner**

Name: Ron & Amy Haffner Title: \_\_\_\_\_  
Mailing Address: 13827 Brown Rd City: Tomball State: TX  
Zip: 77375 Contact: Tim Crawford, agent  
Phone: (281) 210-7768 Email: tim@palmettobuilt.com

#### **Engineer/Surveyor (if applicable)**

Name: Talon Engineering Title: Engineer  
Mailing Address: 16225 Park Ten Place, Suite 500 City: Houston State: TX  
Zip: 77084 Contact: Scott Greer  
Phone: (713) 816-4156 Fax: ( ) Email: scott@taloncivil.com

**Description of Proposed Project:** Residential Deveopment

**Physical Location of Property:** 0 Brown Rd, Tomball 77375

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

**Legal Description of Property:** LT1, BLK 1, Brown-Hufsmith Commercial, Harris Cty , TX

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

**Current Zoning District:** planned development #1, 2008

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 [www.tomballtx.gov](http://www.tomballtx.gov)

Current Use of Property: vacant

Proposed Zoning District: planned development

Proposed Use of Property: residential

HCAD Identification Number: 1308830020001 Acreage: 7+

**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.**

☒ [Signature] 8/28/23  
Signature of Applicant Date

☒ [Signature] 8/28/23  
Signature of Owner Date

Agent

Letter Of Authorization/Agency

This Letter of Authorization is signed by Ron & Amy HAFNER, the Owner of approximately 8 acres of land in Harris County, Texas also identified as HCAD Parcel Number 1308830020001 (the "Property"), and this is the same land which is the subject matter for a re-Zoning application with the City of Tomball.

The Owner designates Tim Crawford, Manager of HMF Americana, LLC, as the Owner's Agent for the purposes of submitting and pursuing the approval of rezoning of the Property. The City of Tomball may rely on this document and communicate with Mr. Crawford directly for such purposes.

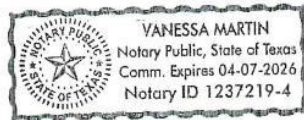
Ron Haffner

State Of Texas

County Of Harris

This Letter of Authorization/Agency is signed on

June 7, 2023 by Ron & Amy Haffner  
Vanessa Martin



Notary Public, State of Texas



## DESCRIPTION

7.7596 acres of land situated in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas, being that certain Lot 1, Block 1 of Brown-Hufsmith Commercial, a subdivision as shown on map or plat recorded under Film Code Number 622259 of the Map Records of Harris County, Texas, said 7.7596 acres of land being more particularly described by metes and bounds as follows:

BEGINNING in the Northerly right-of-way line of Brown-Hufsmith Road (100 foot right-of-way), for the Southeasterly corner of that certain Lot 3 of The Shoppes at Spring Creek Commons Section One, a subdivision as shown on map or plat recorded under Film Code Number 622085 of the Map Records of Harris County, Texas and the Southwesterly corner of said Lot 1, Block 1 of Brown-Hufsmith Commercial;

Thence, N 02°11'44" W, along the Easterly line of said Lot 3 of The Shoppes at Spring Creek Commons Section One, a distance of 328.19 feet to a 1/2 inch iron rod with cap found for the Southwesterly corner of that certain called 0.7039 of one acre of land described in deeds and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Numbers Y649290, Y649296, Y649299 and Y649301;

Thence, N 87°13'10" E, along the Southerly line of said 0.7039 acre tract, a distance of 724.62 feet to a 1 inch iron rod found for the Northeasterly corner of said Lot 1, Block 1 of Brown-Hufsmith Commercial;

Thence, S 02°20'27" E, along the Westerly line of that certain Final Plat of Springwood, a subdivision as shown on map or plat recorded under Film Code Number 388146 of the Map Records of Harris County, Texas, a distance of 554.14 feet to a 5/8 inch iron rod with an aluminum cap found in the Northerly right-of-way line of said Brown-Hufsmith Road, for the Southwesterly corner of that certain Reserve "A" of said Final Plat of Springwood;

Thence, in a Northwesterly direction, along the Northerly right-of-way line of said Brown-Hufsmith Road, with a curve to the right, having a central angle of 19°15'02", a radius of 1590.42 feet, an arc length of 534.36 feet, a chord bearing of N 78°19'53" W and a chord distance of 531.85 feet to a point of tangency;

Thence, N 68°42'21" W, continuing along the Northerly right-of-way line of said Brown-Hufsmith Road, a distance of 228.57 feet to the POINT OF BEGINNING and containing 7.7596 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (Dwg No. 2303100A.dwg)  
HOVIS SURVEYING COMPANY, INC.  
Texas Firm Registration No. 10030400

By: \_\_\_\_\_

Date: July 17, 2023  
Job No.: 23-031-00  
File No.: E23-031.00D  
Dwg File: 2303100A.dwg





## Preliminary Site Plan

## The Cottage Green

Tomball, Texas

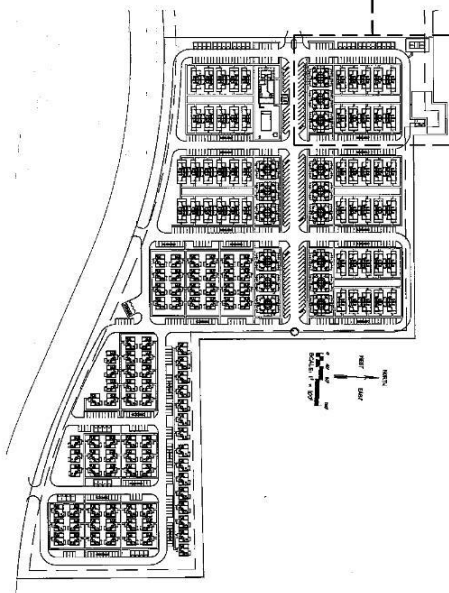
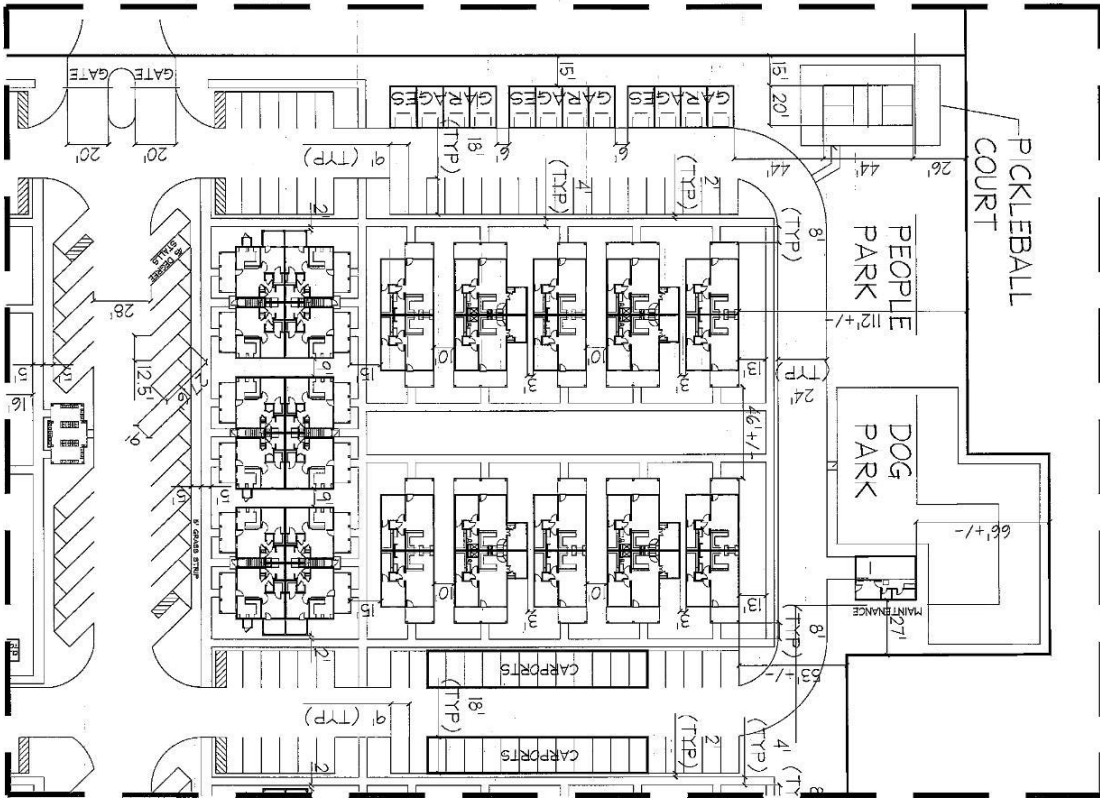
08/22/23

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BY THE MZOS

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7102



## Dimensioned Section 1

# The Cottage Green

Tomball, Texas

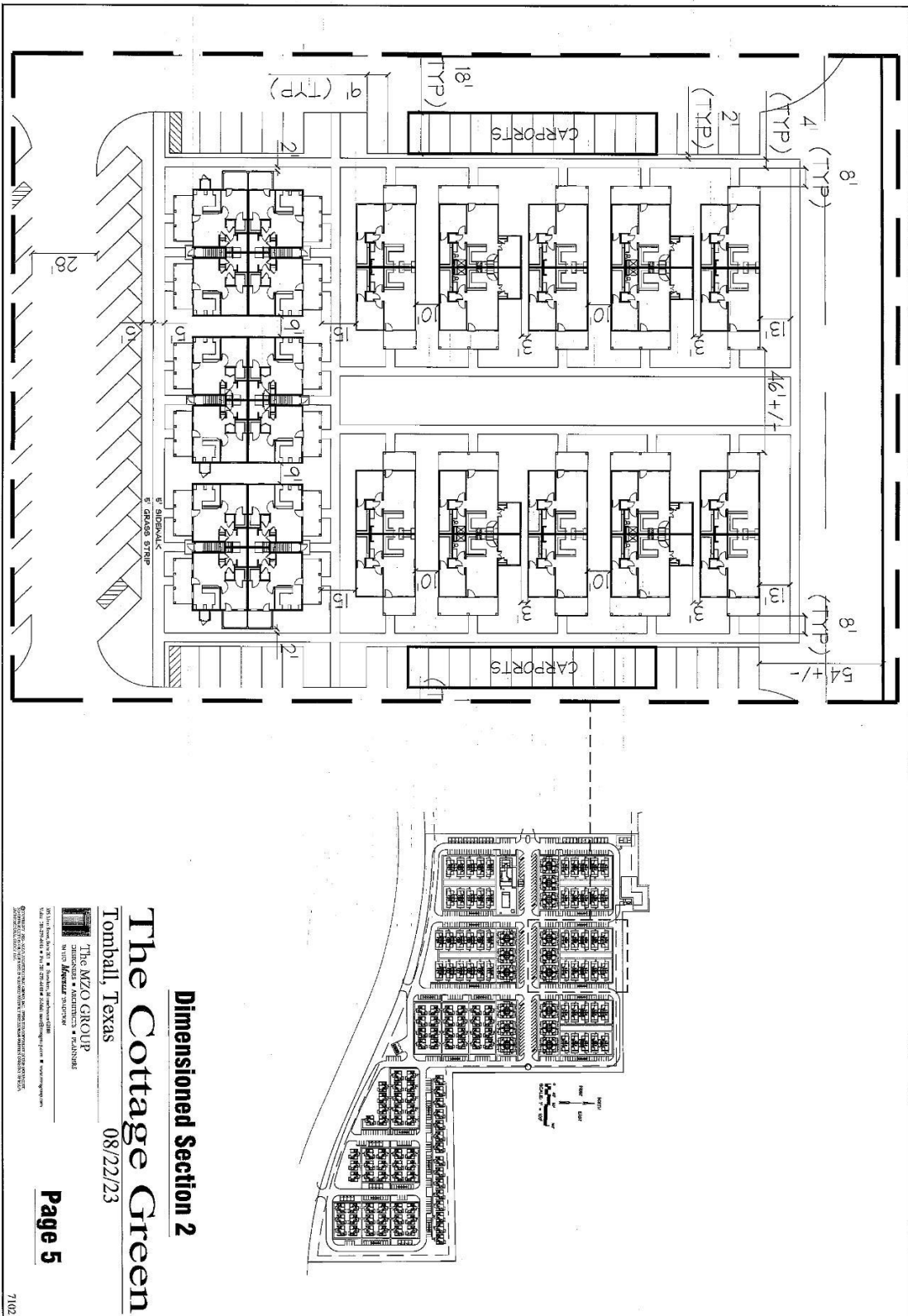
08/22/23

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BY THE MIDDLEBURY TRUST

Page 4

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7102



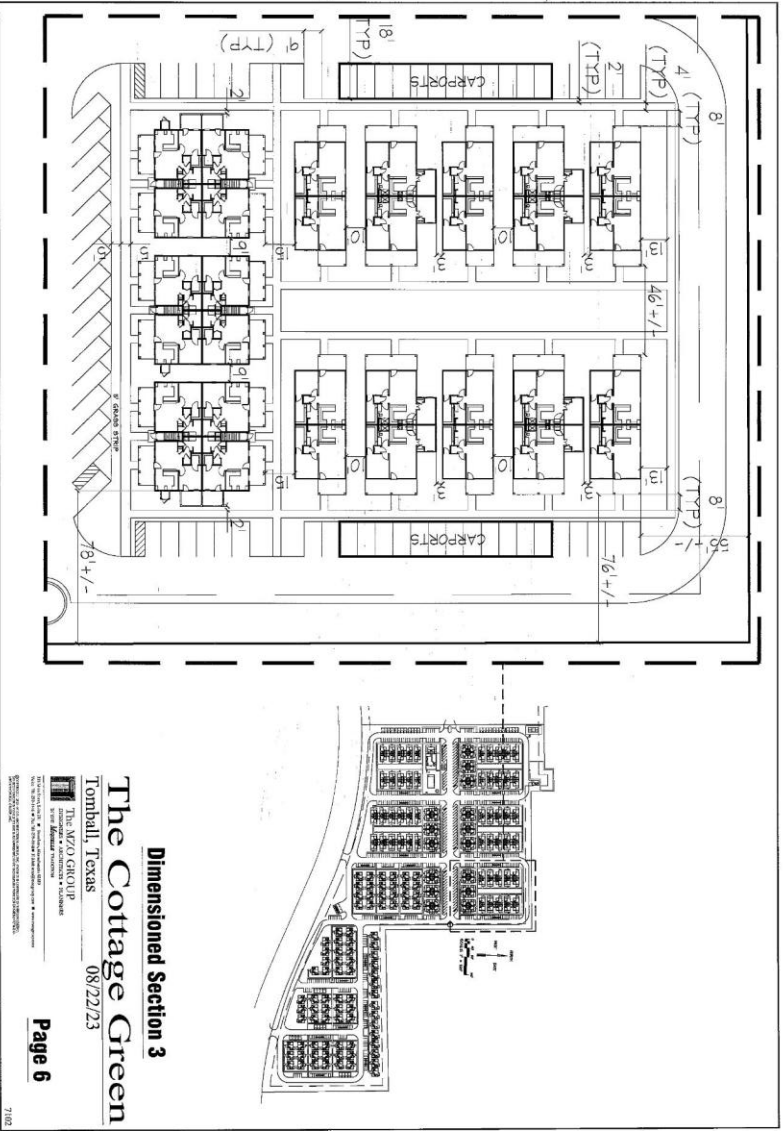
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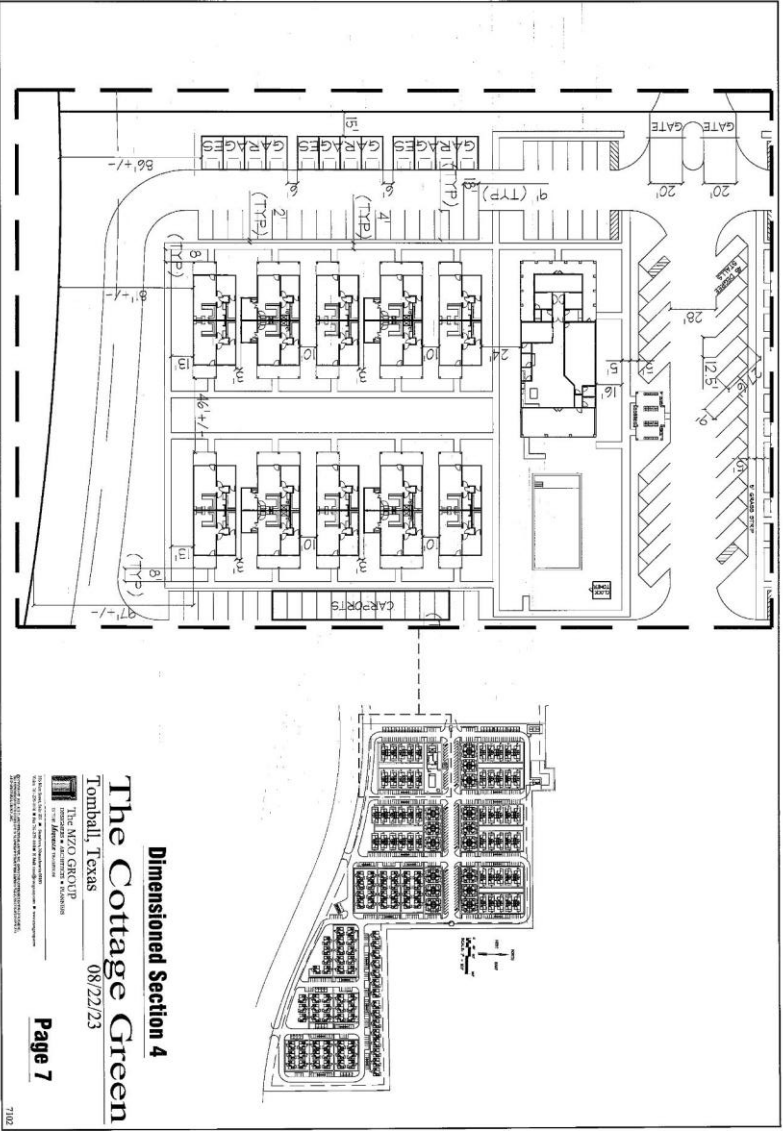
**The Cottage Green**  
Tomball, Texas  
08/22/23

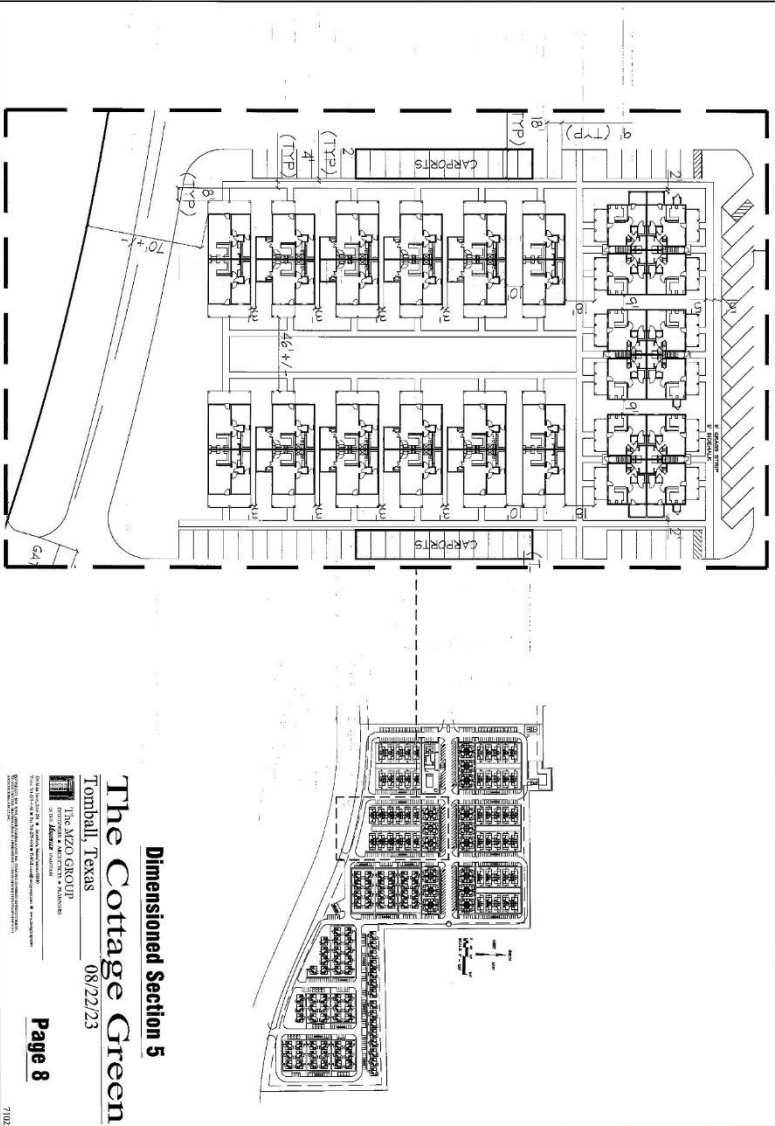
**The MZO GROUP**  
DESIGNER • ARCHITECT • LANDSCAPE  
16117 Memorial Drive, Suite 100  
Houston, Texas 77058

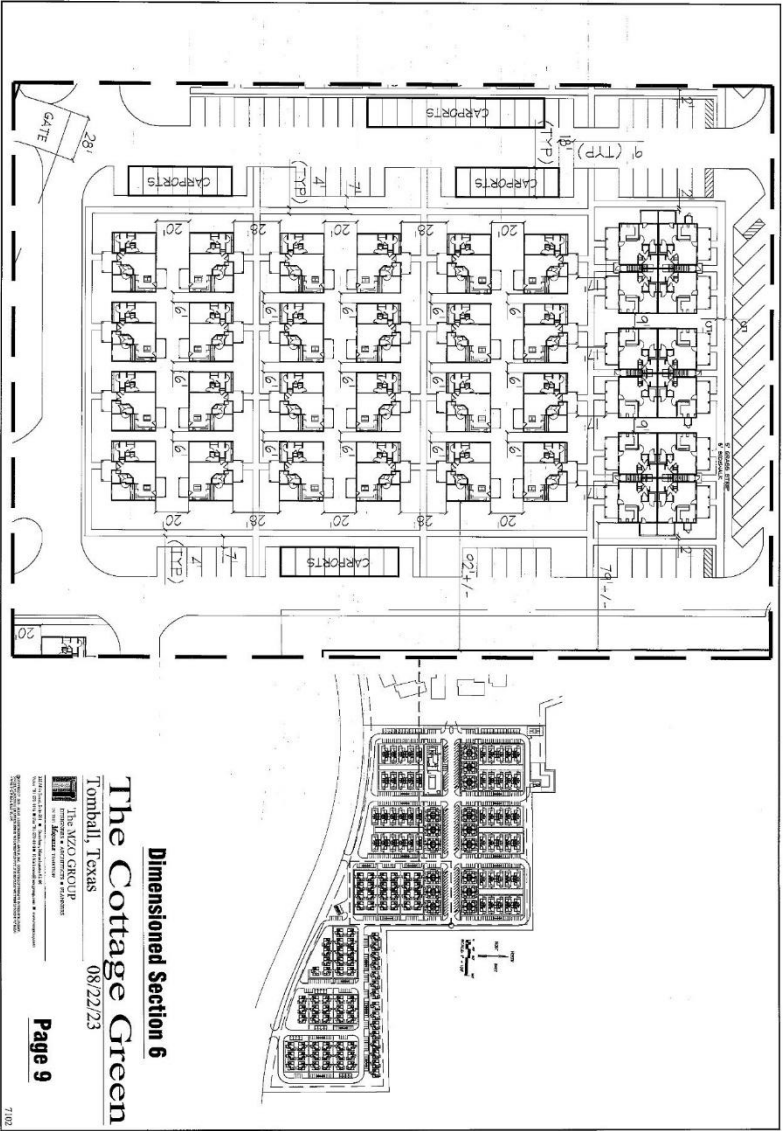
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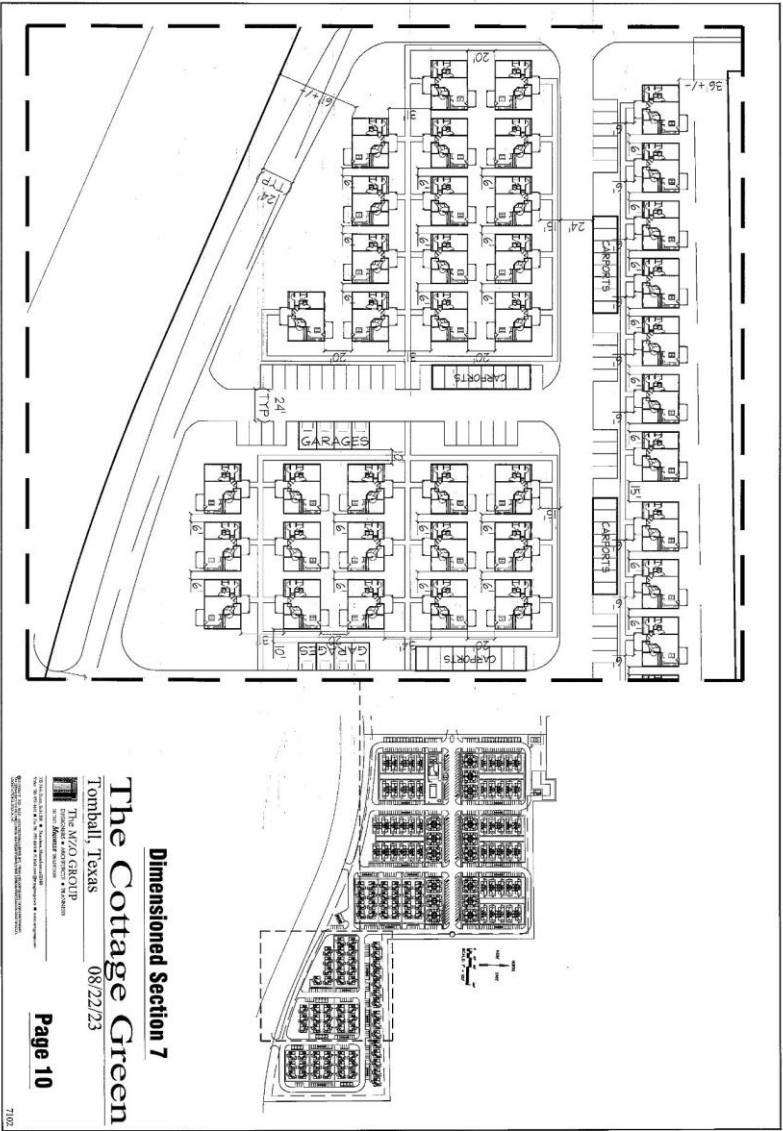
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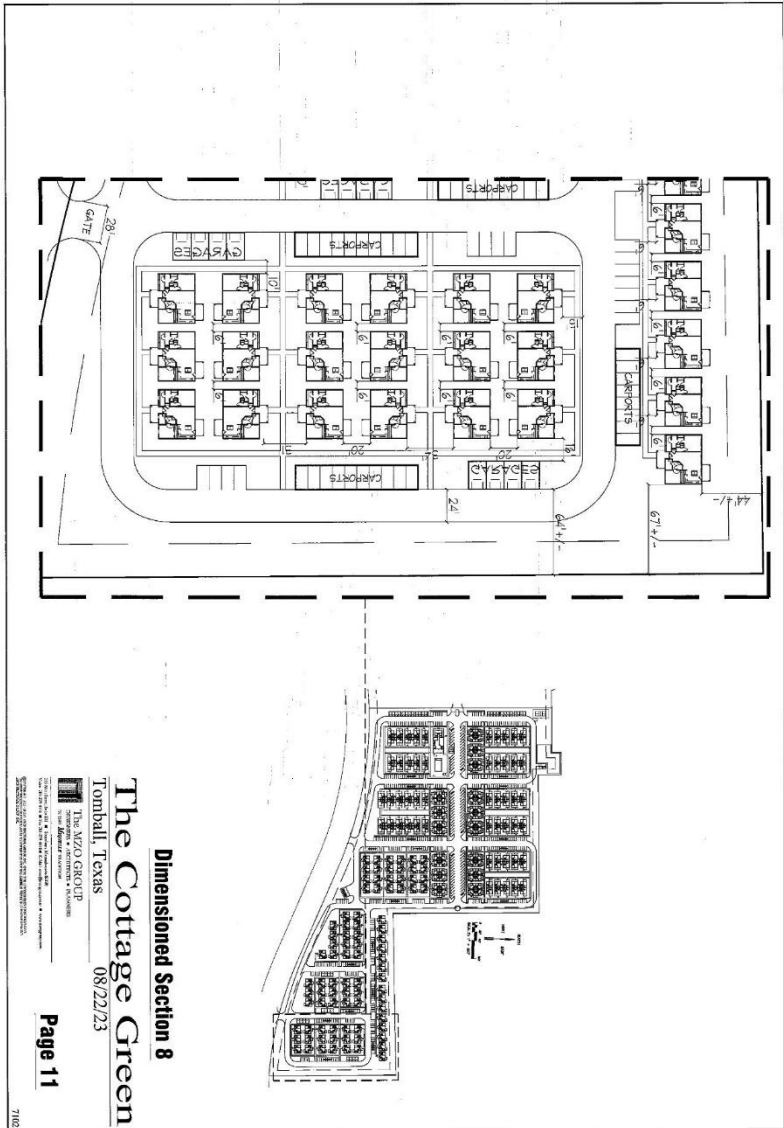


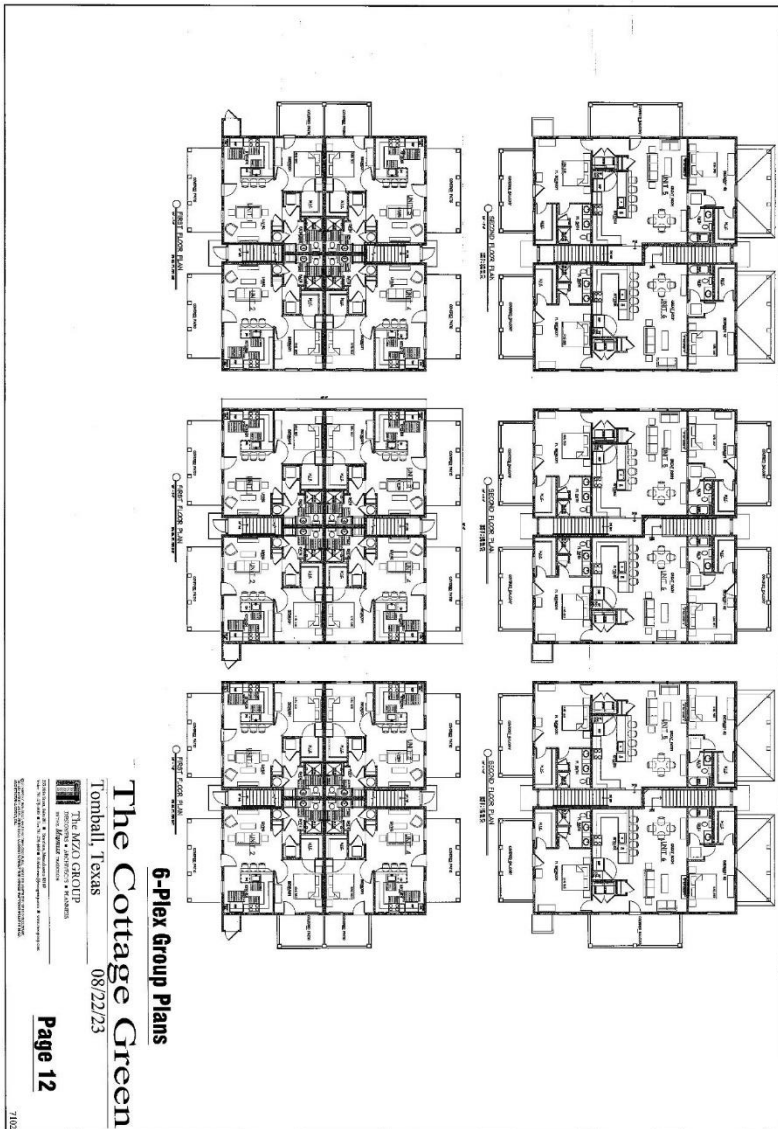
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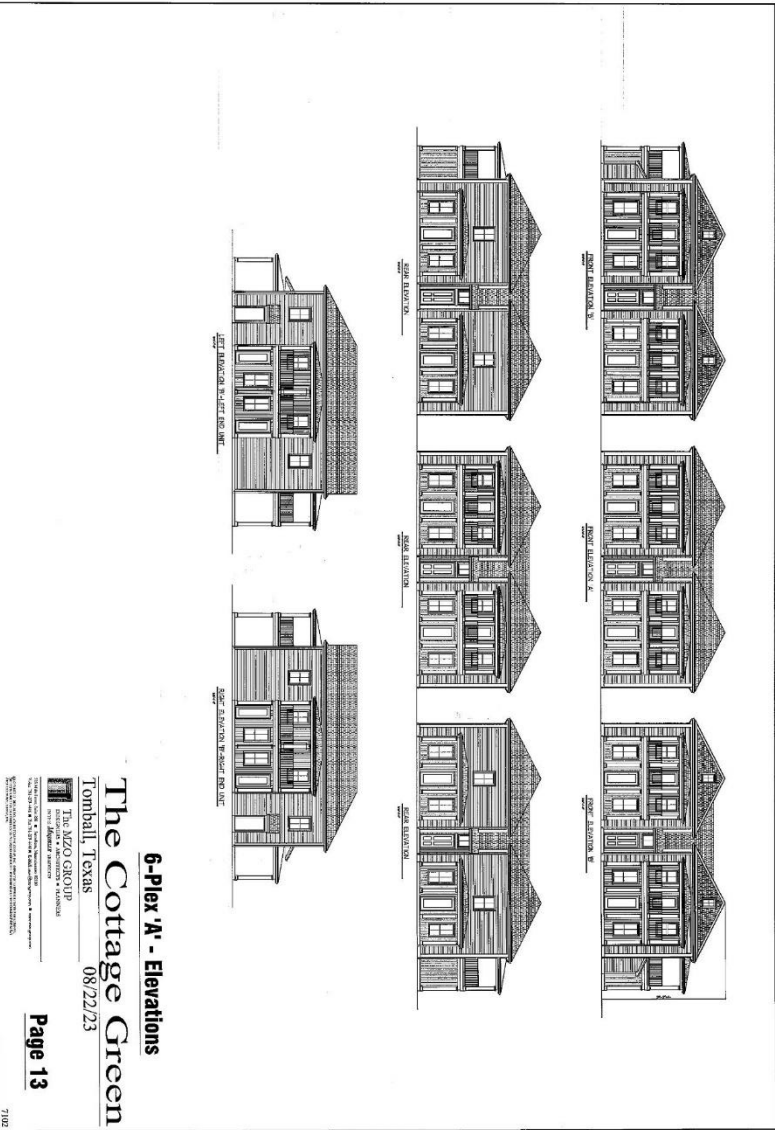
**The Cottage Green**  
 Tomball, Texas  
 08/22/23

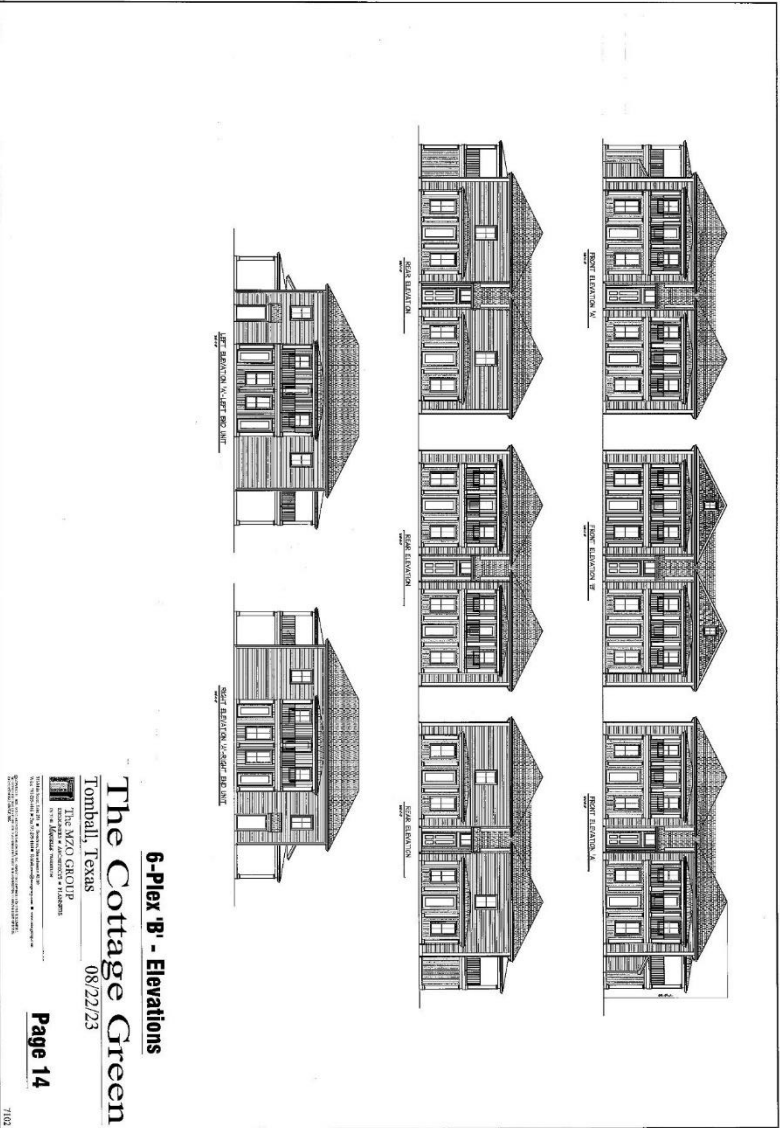
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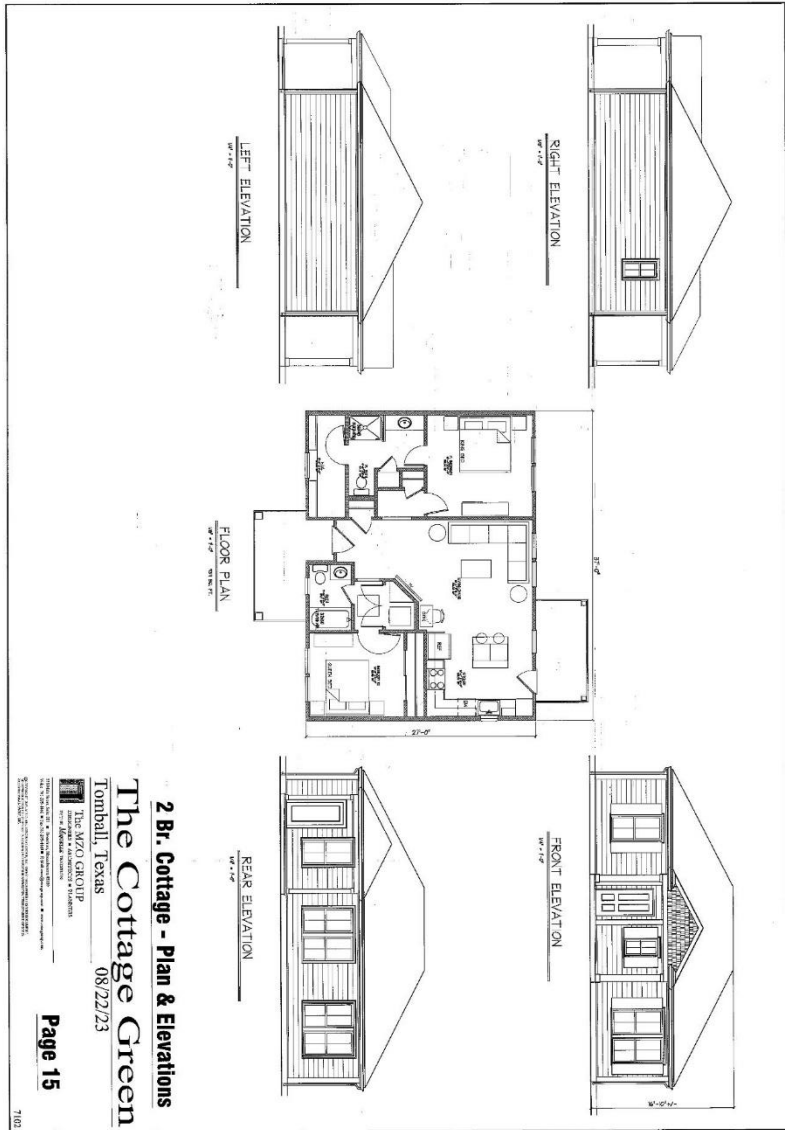
THE M/G/O GROUP  
 10000 N. FARMERS ROAD, SUITE 100  
 HOUSTON, TEXAS 77036  
 TEL: 281.415.1000  
 WWW.MGOGROUP.COM

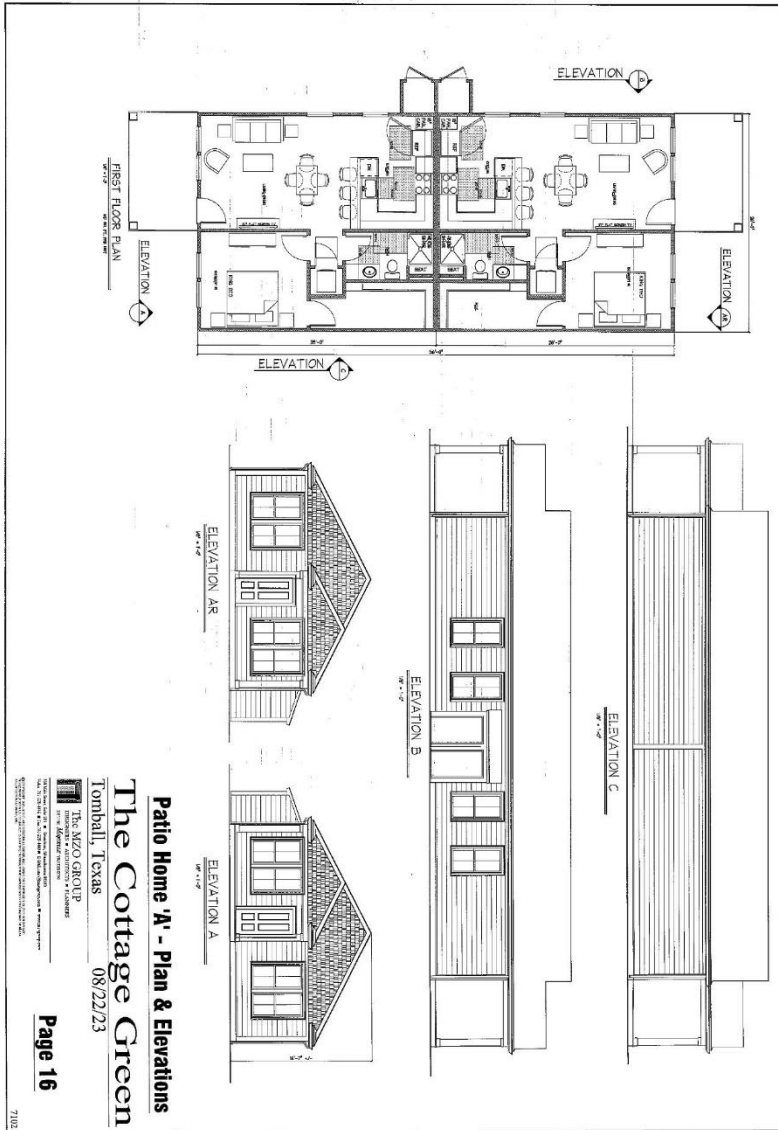




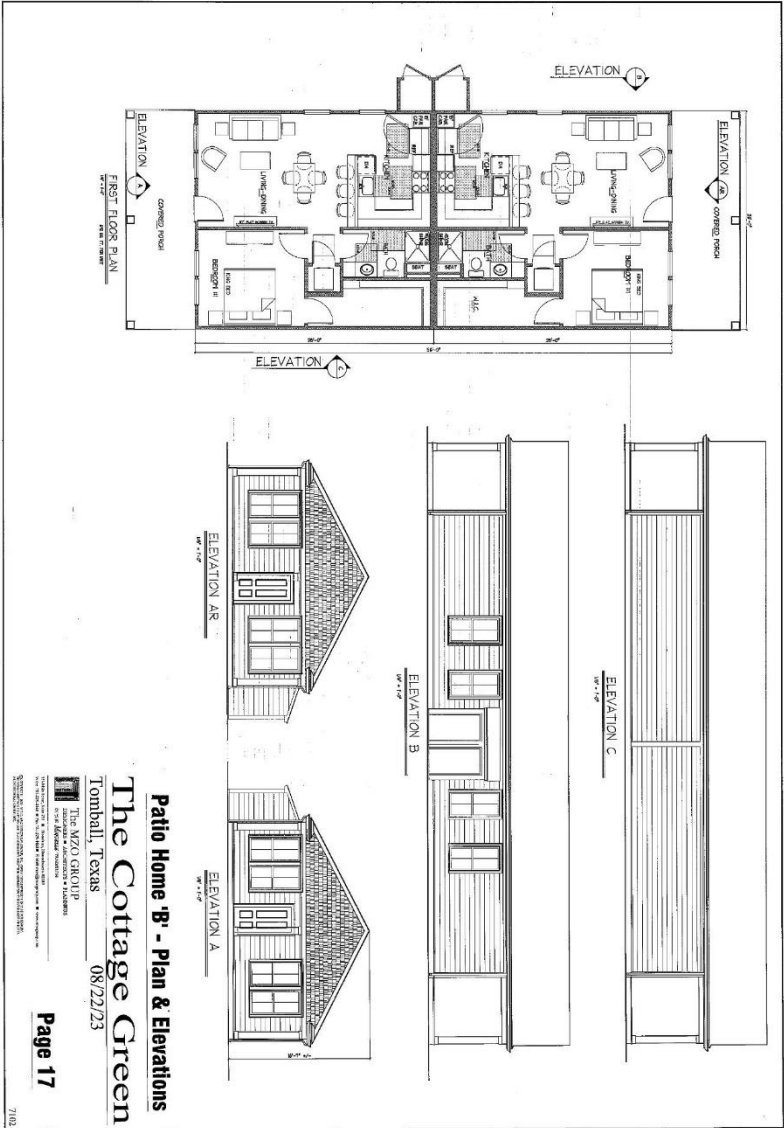




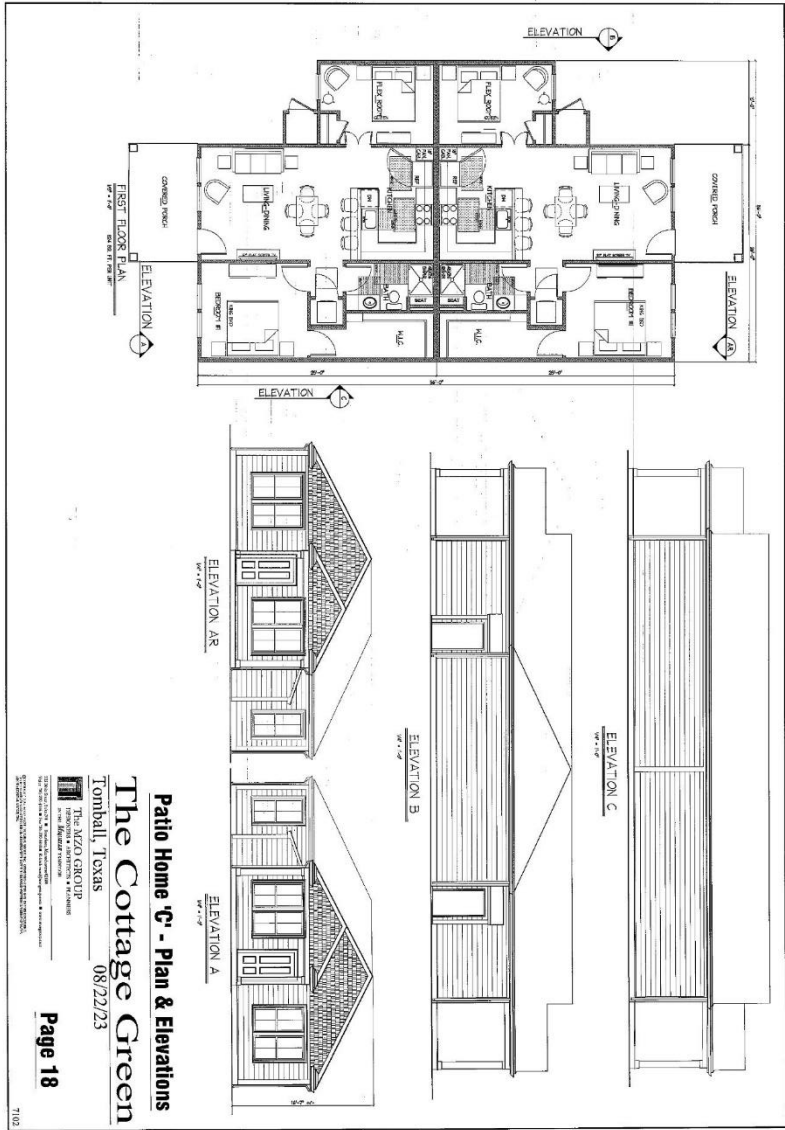




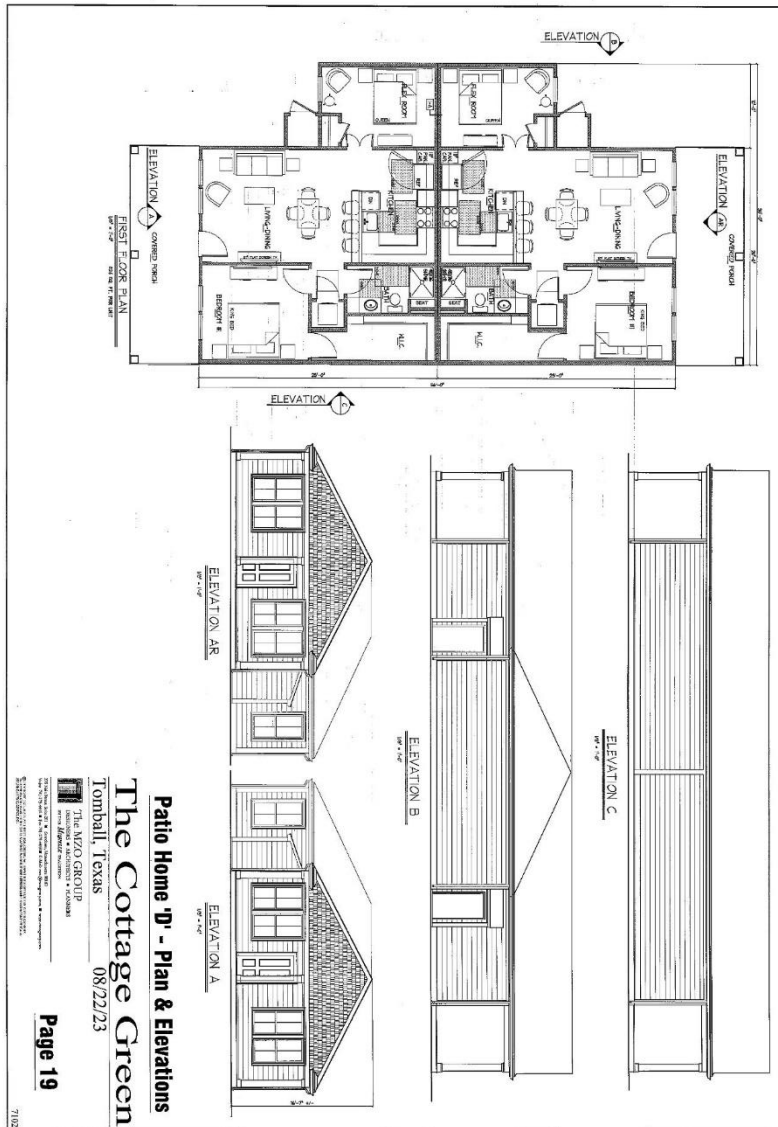
**Patio Home 'A' - Plan & Elevations**  
**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
 THE WOOD GROUP  
 10000 Woodloch Forest Dr., Suite 100  
 Houston, Texas 77055  
 Tel: 281.344.4444  
 Fax: 281.344.4445  
 www.thewoodgroup.com  
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**Patio Home 'B' - Plan & Elevations**  
**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
 The MZO GROUP  
 DESIGNER & ARCHITECT & LANDSCAPE  
 11000 KIRKWOOD ROAD, SUITE 100, KIRKWOOD, TEXAS 77557  
 281.488.8888  
 www.mzogroup.com  
 Page 17  
 7/18



**Patio Home 'C' - Plan & Elevations**  
**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
 T180

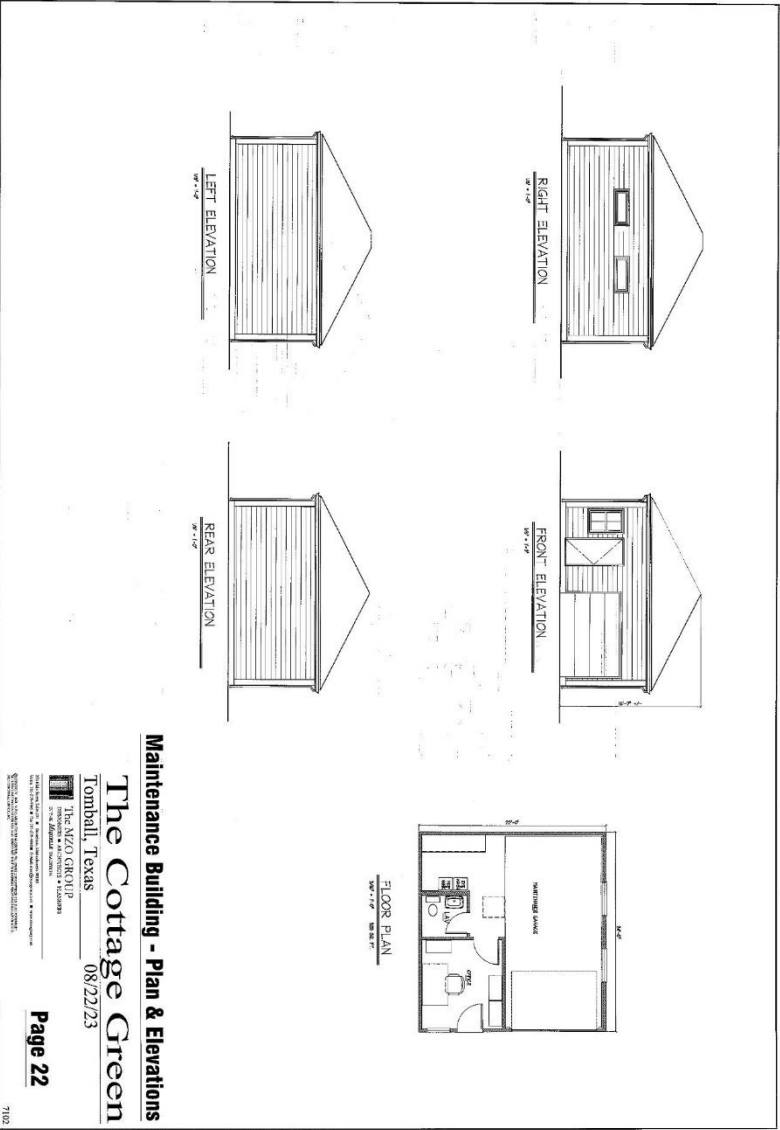


**Patio Home 'D' - Plan & Elevations**  
**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
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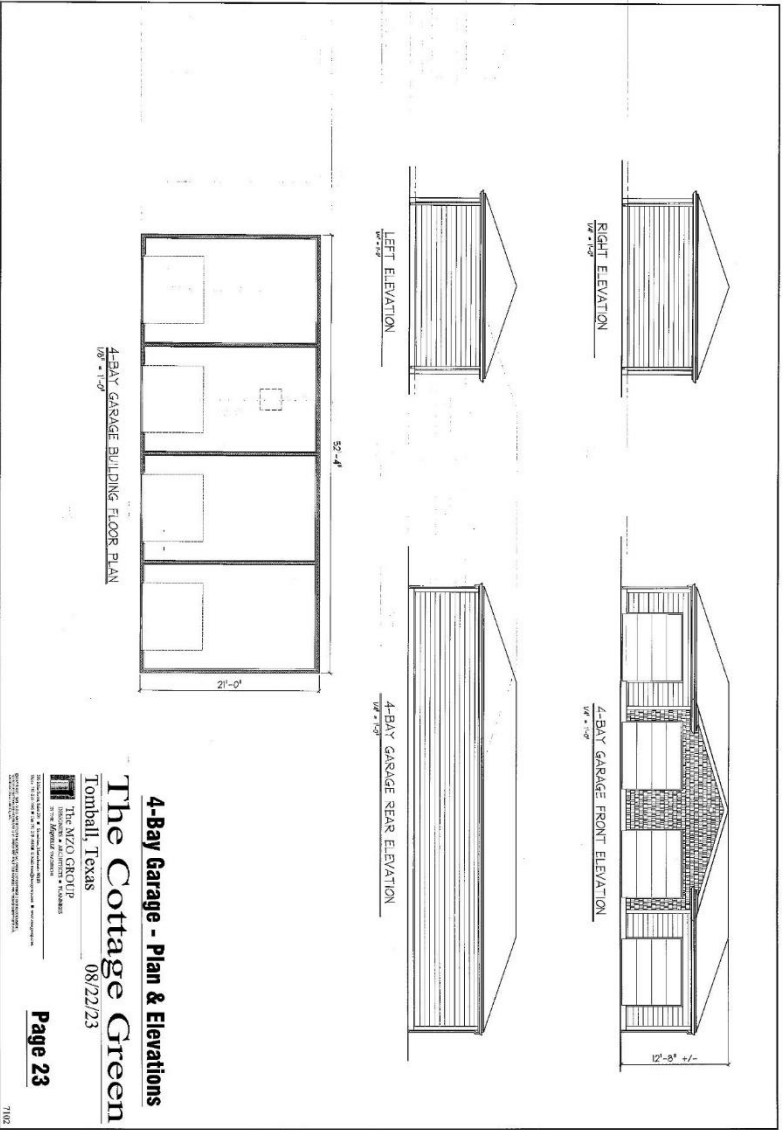




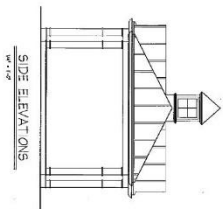
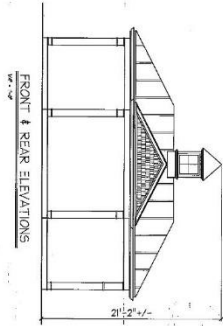
**Community Building - Elevations**  
**The Cottage Green**  
 Tomball, Texas  
 08/22/23  
 The NICO GROUP  
 ARCHITECTS & INTERIORS  
 11111 N. F.W. RD. SUITE 100  
 HOUSTON, TEXAS 77060  
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 281.491.1111  
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**4-Bay Garage - Plan & Elevations**  
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 Tomball, Texas  
 08/22/23  
 THE MIZO GROUP  
 ARCHITECTS • INTERIORS • LANDSCAPE  
 11000 Katy Road, Suite 100, Houston, Texas 77054  
 Phone: 281.444.4444 • Fax: 281.444.4444 • Email: info@mizogroup.com  
 Website: www.mizogroup.com



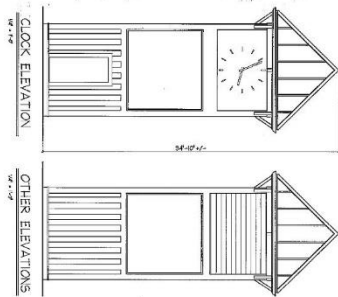
# Mail Kiosk

Tomball, Texas 08/22/23

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**Clock Tower**  
 Tomball, Texas  
 08/22/23  
 The MCO GROUP  
 ARCHITECTS & PLANNERS  
 10000 Katy Freeway, Suite 1000, Houston, Texas 77054  
 Phone: 281.460.0000  
 Fax: 281.460.0001  
 Email: info@mco-group.com  
 Website: www.mco-group.com  
 Page 25

## **ORDINANCE NO. 2023-43**

**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 48.95 ACRES OF LAND LEGALLY DESCRIBED AS BEING ALL OF LOTS 1, 2, & 3 OF THE SHOPPES AT SPRING CREEK COMMONS, SECTION 1. LOT 1, BLOCK 1 OF BROWN-HUFSMITH COMMERCIAL AND APPROXIMATELY 9.98 ACRES BEING A PORTION OF THE J HOUSE SURVEY, ABSTRACT 34 FROM A MIXTURE OF COMMERCIAL (C), GENERAL RETAIL (GR), PLANNED DEVELOPMENT DISTRICT (PD) AND SINGLE FAMILY RESIDENTIAL ESTATE -20 (SF-20-E) TO A PLANNED DEVELOPMENT DISTRICT (PD #19) ZONING. THE PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF BROWN-HUFSMITH ROAD AS WELL AS THE 29700 BLOCK (WEST SIDE) OF QUINN ROAD; 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**, Par Real Estate Holdings LLC., and Ron & Amy Haffner, represented by HMF-Americanna LLC., has requested changing the zoning district classification of 48.95 acres of land legally described as being all of Lots 1, 2, & 3 of the Shoppes at Spring Creek Commons, Sec. 1. Lot 1, Block 1 of Brown-Hufsmith Commercial and approximately 9.98 acres out of the J House Survey, Abstract 34 from Commercial, General Retail, Planned Development, and Single Family Residential Estate -20 to Planned Development District (PD #19). The property is located at the northeast corner of Brown-Hufsmith Road as well as being generally located west of the 29700 block (west side) of Quinn Road, within the City of Tomball, Harris County, Texas (the "Property"), be rezoned; and

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

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

**Whereas**, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning; and

**Whereas**, the City Council deems it appropriate to grant the requested rezoning.

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

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

**Section 2.** The 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.** The Planned Development (PD) shall adhere to all Planned Development Regulations identified in Exhibit "A" and concept plan(s) made a part hereof for all purposes.

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

**Section 7.** Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN PARR	_____

\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
TRACYLYNN GARCIA, City Secretary

## THE COTTAGE GREEN AT TOMBALL – PLANNED DEVELOPMENT

### THE COTTAGE GREEN (HMF) & THE SHOPPES AT THE COTTAGE GREEN AT TOMBALL

#### NEQ BROWN-HUFSMITH FM249

\* The Developer and the City of Tomball are working on a development agreement related to offsite detention/drainage to serve The Cottage Green at Tomball simultaneously with the Planned Development process. As such the approval of both shall be on the same timeline and at no point be considered independent of each other.

## Contents

- A. Executive Summary
- B. General Provisions
- C. Land Uses
- D. Permitted Uses
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- E. Development Guidelines
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- F. Landscape Standards
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- G. Parking Lot Landscaping
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- H. Buffering / Fencing
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- I. Sidewalks
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- J. Signage
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- K. Architectural Criteria
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- L. Lighting
- M. Amenities
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- N. Minor Modifications
  - 1. TCG (Horizontal Multi-Family)
  - 2. SHOPPES (Commercial)
- O. Exhibits

## A. Executive Summary

The Cottage Green at Tomball and The Shoppes at The Cottage Green (“The Development”) represent a horizontal multi-family and commercial mixed-use community that aims to add value for all landowners, users, tenants, and the city. This type of development meets several of the goals and objectives in Tomball’s Comprehensive Plan, 2019. Specifically, *Goal 2, Land Use and Development*, lists the following two objectives that precisely points to this Development:

Objective LU 2.3: Promote development that creates complimentary relationships between differing land uses.

Objective LU 2.5: Increase housing choice by allowing for a mix of styles, densities, and price ranges located within appropriate locations.

As for location, the Development is located off Tomball Parkway, between Baker Drive and Brown-Hufsmith Road comprising of approximately 39 acres. There is great regional connectivity but also situated in a manner to create a sense of place and being for residents and patrons. Which is a benefit to this type of mixed-use development integrating commercial uses with complimentary residential options. The Cottage Green and The Shoppes takes its design template from a traditional Southern Vernacular style of architecture with a southern beach vibe. The overall project and intent of this Planned Development provides a coordinated design with enhanced amenities, landscaping, and walkability.

The residential portion, The Cottage Green, is a type of Horizontal Multi-Family (HMF) use. It will encompass approximately 25.43 acres. The density is lower than traditional multi-family offerings as the residential and community uses are dispersed over the site. The Cottage Green will provide no more than 285 dwelling units, on one property, in detached cottages, attached patio homes, and sextuplet buildings. Buildings have front porches close to the driveways, picket fences, walkable, in a quaint environment. Because of the unique nature of HMF in general and The Cottage Green in particular, there is no direct zoning district in the Tomball ordinance to accommodate this development genre.

The Cottage Green will provide a housing option that is not readily available in Tomball. It is the best combination of multi-family and single-family development. The management and maintenance will be handled by one owner like a garden-style multi-family complex; however, residents can have their own yards, dedicated parking, patios, and front porches as a

traditional neighborhood. The upscale amenities, such as a resort-style pool, park, pickleball court, fitness center, and gated entry creates a sense of community for the residents. This is a much better alternative to an apartment complex for those who are downsizing and/or those who are upwardly mobile in their housing choices.

Adjacent to The Cottage Green Tomball is a 13.5+ acre commercial development temporarily named The Shoppes at The Cottage Green. The Shoppes development is made up of two parts:

1. Vehicular-oriented commercial (Pad sites) adjacent to Tomball Parkway/249 Frontage Road.  
Standard user driven sites to accommodate most typical conditions such as parking and signage facing the main road. Dumpster in the back fully enclosed.
2. Pedestrian-oriented, small-scale neighborhood boutique commercial.  
The boutique commercial development will take architectural clues from The Cottage Green with small scale buildings designed to keep the development intimate instead of big box style. This area is focused on the user experience and connectivity with the overall development. Enhanced landscape and additional amenities will separate this development experience from any other standard shopping experience. Secondary users may be added at later phase to enhance the development facing Baker Street with Vehicular-oriented characteristics.

The purpose of this Planned Development is to coordinate, combine, and share the design theme, as well as, actual development requirements. Open space or green space and pervious coverage areas are an important feature of The Cottage Green and Shoppes. These areas (combined definitions) are planned to be at least 40% for The Cottage Green and 20% for The Shoppes. The Cottage Green provides the park areas, green yards at most units, including the landscaped courtyards between buildings, the landscaped parking lots, and extensive vegetative buffer and streetscape surrounding the perimeter. The Shoppes will have a large green amenity space, enhanced landscape beds, plush streetscape, and a 15-foot landscape buffer separating The Cottage Green. However, as a combined development those pervious coverage areas may fluctuate to create the best overall look and feel for residents and patrons. In addition to ensure adequate pervious coverage is met and/or exceeded throughout, the almost 10 acres offsite adjacent detention may count toward open space calculations. A separate development agreement detailing the offsite detention/drainage serving the entire project is being negotiated with the Developer and City of Tomball simultaneous with this Planned Development. Such agreement shall be on a parallel timeline and considered collectively as neither can be effectively approved without the other. It is the intent that the design and development of Cottage Green at Tomball be linked with the afore mentioned detention/drainage agreement for perpetuity.

## B. General Provisions

This application was prepared on behalf of HMF Americana, LLC pursuant to the City of Tomball's ordinances and is intended to meet or exceed the standards of those ordinances. Where there is unique design or deficiencies to the ordinance, this Planned Development and its standards shall override. Developments are constantly evolving due to changing consumer expectations and public regulations. Typically, this evolution reflects changing market and regulatory conditions. Thus, it is important that there exists an overall set of policies and standards to provide a framework to help guide these changes. To protect and enhance property values by controlling the scale, design, and compatibility of development, this Planned Development for new construction has been created. The development of this site intends to be consistent with all standards and exhibits referenced/attached hereto. The words contained within this document shall take precedence over images submitted as part of the zoning application package, including renderings and site plans, which have been provided for illustration purposes.

## C. Land Uses

Tomball's Future Land Use Plan has designated this area as *Neighborhood Commercial* with three current zoning districts: Commercial, General Retail, and Planned Development #1-2008. The intent outlined in the Comprehensive Plan for this area is for commercial uses that are developed with the appropriate context, scale, and design to compliment residential development. These areas should be accessible by both vehicles and pedestrians. The Cottage Green and The Shoppes at Cottage Green are squarely consistent with Tomball's land use designation.

The Development will be composed of multiple land uses that may include commercial, retail, office, recreational, horizontal multi-family, etc. The final composition of the allowed land use shall be dictated by market conditions as related to the commercial development, however, The Cottage Green at Tomball shall be developed as submitted. The overall site plan

for The Development illustrates the mix of uses proposed and variety for horizontal multi-family and commercial areas. The commercial and retail uses may incorporate several commercial reserves for the smaller pad sites along Tomball Parkway. The larger pad sites and anchor stores for retail and restaurants will be in the boutique commercial development. Parking requirements ratios shall be based on Urban Land Institute (ULI) allowing flexibility during peak hours for the different uses to share the overall pool of parking.

#### D. Permitted Uses

Any uses permitted within the Multifamily Residential District (MF) and General Retail District (GR) listed in the City of Tomball Ordinance use regulations charts (section 50-82) as "P" or "C" are authorized uses permitted by right or conditionally permitted uses, respectively. Conditional uses permit (CUP) will require additional approval from the planning department. Refer to Tomball Ordinance Section 50-81 for approval process.

##### 1. The Cottage Green (Horizontal Multi-family development)

The City of Tomball's permitted uses, as in most municipal codes, define dwelling units by the number of families housed and whether units are attached or detached. The Cottage Green is a new and innovative concept in land utilization so it does not fit in a single-family category, a two-family category, a multi-family category, or any category in between. The Multifamily Residential District (MF) will be used as the base zoning district for the purpose of development guidelines. However, The Cottage Green's unique design for the type and mix of units on a single lot requires alternative dwelling categories. This Planned Development adds three new dwelling unit types and definitions specific to The Cottage Green.

Cottage means one-family detached dwelling unit in a single-story building. Cottages contain two bedrooms less than 1,000 square feet with a private fenced yard, covered porch, and/or covered patio.

Patio Home means two-family attached dwelling units in a single-story building. Patio Homes are attached at the rear of each unit and include a front yard and/or private porch area. These dwelling units are less than 1,000 square feet with one and two-bedroom options.

Veranda Home or Sixtuplet means six-family attached dwelling units in a two-story building. Veranda Homes includes four, one-bedroom units on the first floor less than 650 square feet and two, two-bedroom units on the second floor approximately 1,200+/- square feet. Each unit has a separate entrance with direct access to the walkways and parking areas. Additionally, all Veranda Homes have private, covered patios, balconies, and/or porches. Veranda Homes is situated along the main driveway of the Development.

##### 2. The Shoppes at The Cottage Green (Commercial Development)

In addition, the following uses will be permitted as-of-right: (intended for vehicular-oriented pad site only)  
Eating establishment (with drive-in service)  
Automobile wash (self-service)

#### E. Development Guidelines

Unless otherwise outlined in this document, the City of Tomball Ordinance shall govern regulations and requirements for this property. Any change to this document would necessitate a change to the Planned Development and would require either City Planner and/or Community Development Director approval for minor modifications or Planning & Zoning Commission/City Council approval for major changes.

##### 1. The Cottage Green (Horizontal Multi-family development)

###### A. Lot Standard and Building Setbacks

1. Density	Not to exceed 12 dwelling units per Net Acre. Net Acre is defined as the minimum lot area, not including the offsite detention acreage.
2. Minimum Lot Area	25.43 Acres
3. Minimum front yard	The minimum front yard setback from the property line will be at least 30 feet and situated to the south adjacent to Brown-Hufsmith Road.
4. Minimum side yard	The side yards are the east and west boundaries. The side yard setback adjacent to The Polly Carter Community Garden and Trail's property line will be more than 25 feet from the closest building. The additional side yard setback to the east will be at least 60 feet from the buildings to the boundary property line of the single-family homes in the Springwood Subdivision. The western side yard adjacent to the Shoppes will be 15 feet from the property line and the dwellings units will be at least 50 feet from the property line.
5. Minimum rear yard	Rear yard setback is a minimum of 50 feet from the property line adjacent to Tomball Methodist Church to the north.
<b>B. Building Requirements</b>	
1. Height Regulations	One story dwelling units and accessory buildings, including garages and maintenance building, not to exceed 20 feet. Two story dwelling units and community buildings, including clubhouse, mail kiosk, and clock tower, not to exceed 35 feet.
2. Building length	Dwelling units, accessory buildings, and community building not to exceed 200 feet in length.
3. Minimum building separation	One-story buildings, Cottages, are at least 6 feet apart on interior sides and minimum 20 feet from each building rear. The front doors of those facing the landscaped courtyards are at least 25 feet apart. All patio homes are one story. The One-Bedroom patio homes are 10 feet apart and the Two-Bedroom patio homes are 3 feet apart. Where there are 2-bedroom Patio Homes, the separation is approximately 3 feet on one side. Two-story buildings, Veranda Homes, are 9 feet apart on interior side and a minimum 15 feet apart from the one-story buildings. This includes private yards, porch, and sidewalks. The Community building is more than 20 feet from any dwelling building. The rear of Garages are at least 10 feet from dwelling buildings. The four bay Garages are 6 feet apart from each other. All buildings will comply with separation standards of the adopted Fire Code.
4. Minimum floor area per dwelling unit	One-bedroom Patio Homes have a minimum floor area of 650 square feet. One-bedroom Veranda Homes have a minimum floor area of 550 square feet. Two-bedroom Cottages and Patio Homes have a minimum floor area of 900 square feet and 800 square feet, respectively. Two-bedroom Veranda Homes have a minimum floor area of 1,150 square feet. All dwelling units include private outdoor living space within the yard, patio, porch, or balcony, adding at least 100 more square feet.
5. Maximum lot coverage	Maximum lot coverage is 42%, which includes 9.98-acre adjacent offsite detention pond. Impervious coverage not to exceed 50%.

6. Green space; recreational areas

The minimum greenspace and recreation areas will be 50% of the gross platted area. However, each dwelling unit will have private yards, porches, patios, or balconies for personal use. The Community Building, Pool, Dog Park, Pickleball Court, and People Park more than 10,000 square feet of recreation area. Additional recreation and green space will be provided and accessible to residents at the Shoppes.
- C. Streets and Driveways
1. Fire easements accessible

The main driveway into the development is 28 feet wide and will be used as a dedicated fire lane easement. All other internal driveways are at least 24 feet. Final design will designate fire lane easements to ensure all buildings are accessible within 150 feet of a marked fire lane.
  2. Internal driveways

All internal driveways will be constructed of concrete with curbs and gutters. The main driveway will be at least 28 feet wide and other driveways will be 24 feet. All driveways will be lighted at night with a minimum intensity of two-foot candles' illumination.
  3. Gated/secured entrances

There will be three gated entrances onto the property. The primary entrance will be restricted through the commercial development. The other two are along Brown-Hufsmith Road and will be setback at least 25 feet to allow proper stacking.
  4. Entrance

The primary entrance is divided with two minimum ingress lanes of 20 feet and less than a maximum of 45 feet in width. The secondary entrances on Brown-Hufsmith Road are 28 feet wide.
  5. Parking Spaces

Parking spaces will not be less than 2 per home built. Enclosed garages, under carports spaces, and spaces near each unit along the driveways, count towards the total parking spaces.
  6. Parking Location

The parking areas on the main driveway will be separated by a 5-foot-wide grassy area and a 4- or 5-foot walkway. All other parking areas will have a 2-foot grassy area and 4-foot walkway.

Parking spaces, carports, and garages are at least 10 feet from any building. Additionally, they will be at least 30 feet from the front and rear lot lines.
  7. Parking Stalls

90 Degree Stalls: Width 9 feet, Depth 18 feet, Aisle 24 feet, Curb Length 9 feet

45 Degree Stalls: Width 9 feet, Depth 27.6 feet, Aisle 28 feet, Curb Length 12.5 feet
2. The Shoppes at The Cottage Green (Commercial Development)
- Varied standards are listed below.
- A. Lot standard
1. Minimum lot area (sq ft): 20,000
  2. Minimum lot width (ft): 100
  3. Minimum lot depth (ft): 200

B. Building Setbacks (When adjacent to an arterial public street)

- |                                 |  |
|---------------------------------|--|
| 1. Minimum front yard setback:  | 35 feet when adjacent to an arterial street, Brown-Hufsmith Road.              |
| 2. Minimum side street setback: | 25 feet when adjacent to an arterial street, State Highway 249.                |
| 3. Minimum side yard setback:   | 15 feet adjacent to residential to the east which includes appropriate buffer. |
| 4. Minimum rear yard setback:   | 15 feet adjacent to Baker Road.  |

C. Building Requirements

- |  |         |
|--|---------|
| 1. Building height:                            | 50 feet |
| 2. Building floor area, maximum:               | 1:1 FAR |
| 3. Building lot coverage, maximum:             | 50%     |
| 4. Impervious (surface lot) coverage, maximum: | 80%     |
| 5. Outside storage lot coverage, maximum (sf): | 5%      |

F. Landscape Standards

A landscape plan will be created and submitted separately with full construction plans. The development will meet or exceed all City of Tomball landscape standards. Both sets of landscape plans will include the following:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• The scale shown in both written and graphic form.</li><li>• Location, size, and species of all trees to be preserved (do not use tree stamps unless they indicate true size and location of trees).</li><li>• Where credited trees are proposed, a plan indicating how these existing trees will be protected from damage during construction.</li><li>• Location of all plant and landscaping material to be used, including plants, paving, benches, screens, fountains, statues, earthen berms, ponds (to</li></ul> | <ul style="list-style-type: none"><li>include depth of water), topography of site, or other landscape features.</li><li>• Species and common names of all plant materials to be used.</li><li>• Size of all plant material to be used (container size, planted height, etc.).</li><li>• Spacing of plant material where appropriate.</li><li>• North arrow/symbol and a small map showing where the property is located.</li><li>• Date of the landscape plan.</li></ul> |
|--|--|

1. The Cottage Green (Horizontal Multi-family development)

- |                                   |  |
|-----------------------------------|--|
| a. Landscape area minimum (sq ft) | At least 10% of the area will not be covered by buildings and will be landscaped. There will be a total of 171 trees 2" minimum size throughout. |
| b. Street side landscape buffer   | The landscape buffer adjacent to Brown-Hufsmith Road will be at least 10 feet wide.  |
| c. Front yard                     | At least 15 percent of the front yard, Brown-Hufsmith Road, shall be permanently landscaped area.  |
| d. Street trees, minimum          | One large tree shall be required per 40 linear feet (or portion thereof) of street frontage. Large trees shall be a minimum of                   |

three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

2. The Shoppes at The Cottage Green (Commercial Development)

- |  |  |
|--|--|
| a. Green space / recreational areas:                                 | <p><i>Vehicular-oriented commercial</i> - Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.</p> <p><i>Pedestrian-oriented commercial</i> - Match requirements from Vehicular-oriented commercial. Additional amenities are required such as courtyard, lawn, trails, shade structure and outdoor furniture.</p> |
| b. Landscape area minimum (sq ft):                                   | <ul style="list-style-type: none"> <li>- Sites up to 20,000 sq ft = 5%.</li> <li>- Sites of 20,000 sq ft to 200,000 = 7.5%.</li> <li>- Sites over 200,000 sq ft = 10% of area NOT covered by building or structure.</li> </ul>   |
| c. Street side landscape buffer:                                     | <ul style="list-style-type: none"> <li>- 15-foot-wide along (SH 249)</li> <li>- All boulevard entrances and other site entrances from SH 249, Baker Dr and Brown-Hufsmith Rd must be furnished with a minimum 5-foot-wide landscape strip and provide one large street tree every 40-linear foot of street frontage.</li> </ul>  |
| d. Street trees, minimum:  | <p>One large tree and three small trees for every 40-linear foot of street frontage. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.</p>  |
| e. Tree requirements, minimum (in addition to required street trees) | <p>Sites less than 3,000 sqft = 3</p> <p>Sites of 3,001 to 7,000 sqft = 4</p> <p>Sites of 7,001 to 10,000 sqft = 5</p> <p>Sites of 10,001 to 20,000 sqft = 6</p> <p>Sites of 20,001 to 30,000 sqft = 7</p> <p>Sites of 30,001 to 40,000 sqft = 8</p> <p>Sites over 40,000 sqft = per 20,000 sqft = 3</p>   |
| f. Parking lot trees, minimum:                                       | <p>One tree shall be planted in the parking area for every (10) parking spaces, for parking lots with more than 20 spaces. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where trees are located.</p>   |
| g. Within 15' commercial/multifamily buffer                          | <p>Enhanced landscaping and iron fencing to be included at vehicular/pedestrian entry of multifamily to promote cohesive</p>   |

theme of overall development. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees to create a natural, aesthetically pleasing arrangement.

## G. Parking Lot Landscaping

A landscape plan will be created and submitted separately with full construction plans to include parking lot landscaping. The development will meet or exceed all City of Tomball landscape standards.

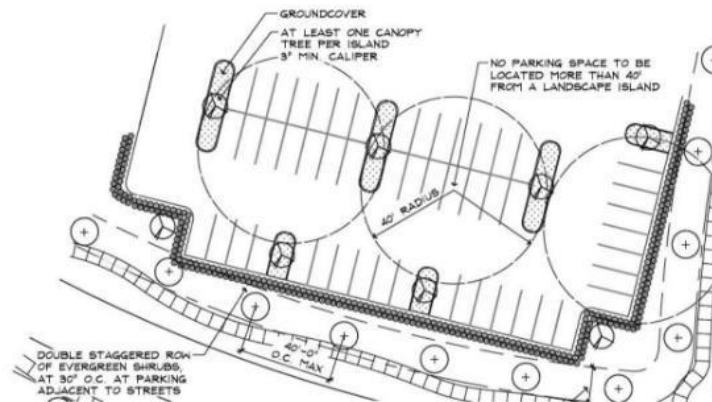
### 1. The Cottage Green (Horizontal Multi-family development)

A two-foot pervious area will be adjacent to all parking areas between the pedestrian walks and parking stalls. There will also be landscaped islands throughout, especially on either side of the garage and carport bays.

### 2. The Shoppes at The Cottage Green (Commercial Development)

Parking areas for pad sites must be connected to parking areas of adjacent parcels and structures with a connecting driveway. A continuous double hedge row of shrubs planted with triangular spacing along the parking lot boundary adjacent to a street (major throughfare, throughfare, boulevard entrance, etc.) is required. The shrubs shall be a minimum of five (5) gallon size of thirty-six (36") in height, planted thirty inches (30") on center and maintained at a uniform height of forty-two inches (42").

At areas where monument signage may be installed a temporary interruption in continuity (up to 20') may be warranted for signage visibility. One nine by nineteen-foot (9'x19') landscape island is required for every ten (10) parking spaces. Landscape Island may include a 6" perimeter concrete curb within the required 9'x19' area. Each island shall contain a minimum of one (1) three-inch (3") caliper canopy tree with the remaining planted area consisting of a low shrub or groundcover. An 18" strip of gravel contained by steel edging shall be located directly adjacent to any length of parking stall. No sod or hydromulch shall be permitted within the island extents. Each island corner shall consist of a three-foot



(3') radius along the driving isle. Each bay of parking must be separated from the end drive aisles by a landscape island consisting of the required parking lot island landscaping. A typical parking lot planting scenario can be found below:

Parking lot landscape exhibit

## H. Buffering / Fencing

### 1. The Cottage Green (Horizontal Multi-family development)

- a. Buffer between Multi-Family and Single-Family  
Opaque screen will be erected adjacent to the single-family homes in the Springwood neighborhood. Such screening will include a treated wood fence no less than six feet in height. All buildings are at least 60 feet from the boundary property line of the Springwood neighborhood. Additionally, a 10-foot buffer of landscaping will be added. Such buffer will include one large tree per 40 linear feet (or portion thereof). Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees.
- b. Materials  
All opaque screening along the northern property lines adjacent to the Tomball Methodist Church and Polly Carter Community Garden will be treated wood fencing no less than six feet in height.
- c. Refuse Area  
Three sides will be constructed of a six-foot masonry wall and include an opaque metal gate on the fourth side.
- d. Buffer between Commercial and Residential  
The landscaped buffer of 15 feet wide will be provided on the adjacent commercial development to the west. Within the side yard, a combination of iron fencing, garages, and landscaping will be placed along the residential property line. See landscape standards above for details.

### 2. The Shoppes at The Cottage Green (Commercial Development)

- a. Buffer between Commercial and Multi-Family  
Where commercial is adjacent to the Cottage Green multifamily, a 15-foot landscape buffer is required to be installed incorporating non-opaque screening, such as wrought iron or metal fencing. One large tree shall be required per 40 linear feet (or portion thereof) within the buffer. Large trees shall be a minimum of three inches in caliper measured 12 inches above the ground, and shall be a minimum of seven feet in height at time of planting. Three smaller trees at 2" caliper will be planted and grouped in between the larger trees. Tree species will vary, including Oak, Pine, and low shrubs to gain vertical screening.
- b. Materials  
All other fencing material may be treated wood, masonry, reinforced concrete, or similar suitable materials without openings, unless in special areas where visibility is encouraged.
- c. Refuse Area  
All refuse containers must be screened on three sides by a minimum 6-foot solid masonry wall and include an opaque metal gate.

## I. Sidewalks

This Planned Development anticipates pedestrian paths to enhance movement and access for residents and patrons in both the residential and commercial areas. Residents will have convenient access to the commercial development but connectivity will be restricted from the commercial to the residential by secured, gated entrances. The overall development is designed to promote walkability.

### 1. The Cottage Green (Horizontal Multi-family development)

- a. Walkways                      Five-foot sidewalks along the main driveway adjacent to the Community Building and Sixtuplet Buildings.  
Four-foot sidewalks throughout connecting to separate walkways at each dwelling unit/building.
- b. Parking Areas              Four-foot-wide sidewalk connects the parking areas to separate walkways for each dwelling unit.
- c. Materials                    All sidewalks shall be paved with concrete.

2. The Shoppes at The Cottage Green (Commercial Development)

Sidewalks:

- a. Minimum 5-foot-wide sidewalks shall be provided along all commercial frontage/access points for both mixed-use & pad sites.
- b. Minimum 5-foot-wide primary pedestrian sidewalk to be included as primary pedestrian connection linking commercial pads sites & commercial mixed-use components. This primary pedestrian sidewalk to connect/integrate with primary entry/connection to multifamily component. This primary pedestrian sidewalk to connect/integrate with required SH249 & Brown-Hufsmith Road sidewalks.
- c. All sidewalks shall be paved with concrete for primary connections.

Connectivity:

- a. All commercial and multi-family components must be interconnected with the overall site.
- b. All building entries to be accessible via pedestrian pathways via public roads (SH249, Bakers Dr & Brown-Hufsmith Rd) or as required by the City of Tomball Ordinances.
- c. Crosswalk striping to be provided at all pedestrian crossings of internal/private drives for enhanced safety. Crosswalk striping to be provided at public ROW sidewalk crossings (along SH249 & Brown-Hufsmith Rd).

Materials

- a. Sidewalk material will be limited to one of the following: concrete, concrete pavers, integrally-colored concrete, or stamped concrete.

J. Signage

Detailed plans and specifications of any sign must be submitted for review prior to installation. The sign designs are subject to review and approval by the Developer to ensure consistency with the overall development theme. All signs must be fabricated and installed in compliance with all applicable City of Tomball ordinances as well as the following additional site-specific standards:

- a. Pole signage to be prohibited within the full Cottage Green Development.
- b. Monument signage base material to be masonry. Finishes above base must be of high-quality finishes that are complimentary with the architectural style/finishes prevalent within the overall development. Finishes may include masonry, wood siding (treated), fiber cement siding, & flat metal paneling. The following materials are prohibited: industrial/corrugated metal, untreated wood.
- c. Monument signs are to be located minimum 10' from property lines facing any public ROW
- d. Monument signs may encroach or partially encroach public utility easements if particular utility easements allow such improvements within.
- e. Monument signs may encroach into ROW landscape setbacks and may interrupt required landscaping improvements for no more than 40' of frontage length.

1. The Cottage Green (Horizontal Multi-family development)

The Cottage Green will have one masonry monument sign at the main entrance within the side yard adjacent to the commercial development. Another masonry monument sign will be at the entrance along Brown-Hufsmith Road leading into the rear of the commercial development. This sign and driveway entrance will give residents direct access to the

gated residential development. All buildings shall provide signage which clearly identifies the numbers (i.e., addresses) of the units within each building. Signage shall be visible from entrances into the complex and/or from vehicular drive aisles within the complex such that each individual unit is easy to locate by visitors, delivery persons, and/or emergency personnel.

## 2. The Shoppes at The Cottage Green (Commercial Development)

Additional commercial standards include:

- a. Dual-tenant / pad-site monument signage height to be limited to 12' & maximum area limited to 250'.
- b. Multi-tenant / mixed-use monument signage height to be limited to 18' & maximum area limited to 300'.
- c. Individual pad site signage prohibited along SH249. Dual-tenant monument signage required for every 2 adjacent pad sites.
- d. (1) multi-tenant monument sign allowed along SH249 frontage for mixed-use (non-pad) commercial user representation.
- e. (1) multi-tenant monument sign allowed along Brown-Hufsmith Rd frontage for mixed-use (non-pad) commercial user representation.
- f. Additional internal multi-tenant way-finding signage allowed within mixed-use component.

Where guidelines above conflict with City of Tomball regulations, the city code will govern. In general, it is prohibited to use signage which by its location, size, shape, color, lighting, subject or sound, may be harmful to the appearance of the locality, public street, site, view, or constitute a threat to road traffic. Specifically prohibited signs include rotating, trailer, animated, oscillating, iridescent or dayglo painted signs, signs which make noise, incandescent or fluorescent illuminated signs, and laser lights. Also prohibited are "canned" signs constructed of a light box frame with a single panel backlit sign which includes the logo and sign copy applied to the building surface. Other prohibited signs include changeable message banners, flags, and single-pole signages. Pylon signs, must have 2 poles and be architecturally cohesive with the Planned Development architecture style. Balloons, streamers, pennants, bunting, search lights, signs with exposed or flashing lights, signs with moveable parts, or any other such fixtures are deemed to be inconsistent with the intent of this Planned Development and prohibited. The use of exposed neon is discouraged and not acceptable in most cases subject to Developer approval.

For building mounted signs, Tenants shall design as an integral element of the storefront design, with letter form size and location appropriately scaled and proportioned to the overall storefront design. All Tenant sign designs must be submitted and subject to approval by the Developer.

One building identifier will be permitted for each Tenant having an exterior public entrance. The maximum span of the Tenant's sign shall not exceed 75% of the store frontage width. Tenants with 5,000 square feet or less may have building signage not to exceed a maximum of 36" in height and tenants in a lease space greater than 5,000 feet may have signage up to 48" tall. For spaces larger than 10,000 square feet, the signs must be an integral part of the store front design, with letter size and location appropriately scaled and proportioned to the overall store front design. The information on the sign will consist of the name of the Tenant in a typeface of their choice. The use of pictorial logos or symbols may be considered for nationally recognized tenant's trademarked logos. The message will typically appear as one horizontal line of copy. Two lines are allowed if the tenant's name will not fit on one line.

All sign designs are subject to review and approval by the Developer.

## K. Architectural Criteria

The overall development style mimics a traditional southern vernacular style of architecture with a beach town vibe. These recommendations and standards are meant to foster a sense of design continuity that creates a sense of place in the master planned mixed-use land development. The building façade finishes and materials should include:

- a. Usage of coastal / southern classical materials and finishes are encouraged, including wood siding, fiber cement siding, board and batten, etc. the usage of raw materials and finishes are discouraged (exposed steel (painted), architectural steel, metal cladding, aluminum, composite aluminum panels, corten steel, decorative CMU (Concrete Masonry Unit) blocks, brick masonry, concrete (raw, board-formed, or form-liner concrete)).
- b. A consistent palette of materials appropriate to the regional context should be employed for exterior materials. A

- range of natural earth tones is recommended, with coastal accent colors utilized as a secondary application.
- c. Accent colors and/or painted graphics/art (only as minimal & part of a signage) may be permitted when deemed to add value to overall project and community aesthetic.
- d. Prior to plan submittal, ALL building elevation/material plans will be subject to final review/approval by the developer and/or representative authorized to act on behalf of the developer in accordance with applicable restrictions.

1. The Cottage Green (Horizontal Multi-family development)

The multifamily architectural design style must be compatible with the design intent for the overall project.

2. The Shoppes at The Cottage Green (Commercial Development)

The following Architectural Criteria is intended to make the building designer aware of the architectural context, not to inhibit or limit unique design. The building façade criteria and features should include:

- a. Building facades shall include offsets, changes in building materials, colors, textures, and architectural detailing that creates shade and cast shadows.
- b. Facades greater than 100 feet in length shall incorporate offsets having a minimum depth of at least 2 feet and extending at least 20% of the length of the façade. No uninterrupted length of a façade shall exceed 100 feet. This Regulation applies to all building facades within the PD except for the building rear façade.
- c. Canopies, arcades, or recessed entries shall be provided at pedestrian entrances to the building. Canopies and arcades shall be structural extensions of the building and cover a ground area of at least 20 feet. A recessed entry shall be at least 20 square feet in size.
- d. The front façade of the multi-tenant retail building facing SH 249 and facing Brown-Hufsmith shall be at least 60% transparent by means of storefronts, entrances, and display windows.
- e. Facades of all buildings within the PD shall be of similar architectural design, colors, and materials.
- f. The developer or city planner may approve alternative canopy or façade treatments not specified herein if equal or better than a specified requirement in quality, durability, and appearance and the use thereof will not violate any provision of this article.
- g. Columns should be simple in form and are encouraged to incorporate a traditional Southern Vernacular style of architecture.
- h. All rooftop equipment shall be screened so as not to be visible from the finished elevation of the parking area and common amenity space.

The photos provided below are examples for massing, scale, proportion, and building materials to aid in understanding the intended community style. The following photos reflect the broad architectural style meant to be expressed and not one single image captures the exact look.

Multi-tenant retail & Pad retail – style inspiration



## L. Lighting

This Planned Development provides recommendations for a coordinated family of site lighting and materials for use in open areas. Parking lot lighting must be designed in an attempt to maximize pedestrian and vehicular safety and in accordance with Illuminating Engineering Society of North America (IESNA) recommended standards. Additionally, parking lighting should be shielded with sharp cut-off in order to promote "dark sky" concepts and limit intrusion into adjacent properties and on a house meter. Photometric calculations and drawing documentation are required for each project assuring minimal light trespass into or onto adjacent properties and the sky-dome. All light fixtures must be LED or low-energy / high efficiency and be submitted with cut sheets for developer approval.

### Parking Lot Lights:

Color – Black or dark bronze, complimenting metal trims selections in development. Pole Height –  $\pm 25'$

Base –  $\pm 3'$  tall concrete base.

Additional lighting specifications must be provided per photometric study and site-specific design needs.

## M. Amenities

The amenities in the Planned Development intends to create a sense of place and comfort for the residents, patrons, and business owners. Additionally, the well-appointed amenities will add overall value to the City of Tomball.

### 1. The Cottage Green (Horizontal Multi-family development)

Specific common area amenities within the development will exceed 11,000 square feet. Those items and other amenities that are useful and desirable to residents include the following:

- a. Community Building to house a leasing office, conference room, and public kitchen areas
- b. Fitness center with state-of-the-art equipment
- c. Resort-style pool
- d. Two covered porch areas for lounging, grilling, and a fire pit
- e. Mail kiosk
- f. Pickleball Court
- g. Bark Park with Wash Station
- h. Open lawn area
- i. Decorative accent sculptures
- j. Separate maintenance building
- k. On-site management

For the comfort and convenience of the tenant, every unit has well-appointed amenities including the following:

- a. Private, fenced yards and/or covered porch and patio areas
- b. Lawn maintenance
- c. Nine-foot ceilings with ceiling fans
- d. Energy-efficient and stainless-steel appliances
- e. Faux wood and carpet flooring
- f. In unit clothes washer and dryers
- g. Quartz countertops
- h. Large closets

### 2. The Shoppes at The Cottage Green (Commercial Development)

The following amenities are required within the *Vehicular-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.

The following amenities are required within the *Pedestrian-oriented commercial development*:

- a. Pedestrian pathways / trails constructed of concrete or pavers (minimum of 5 feet in width) connecting the different developments to each other.
- b. Enhanced landscape beds (plants, shrubs, groundcover, etc.) will be required where required trees are located. 10% of gross platted area shall be open green space and common recreational area.
- c. Shade structures (minimum 1), along pedestrian pathways or courtyard.
- d. Public plaza / courtyard, composed of architectural concrete or pavers. The courtyard to be partially surrounded by restaurants patio areas.
- e. Lawn, a minimum of 30% (thirty) percent of the designated public plaza / courtyard area.
- f. Furniture, such as benches and / or low masonry seating walls.
- g. Architectural tower / landmark minimum of 30' (thirty) feet of height to visually attract the users to the amenities and shopping experience.

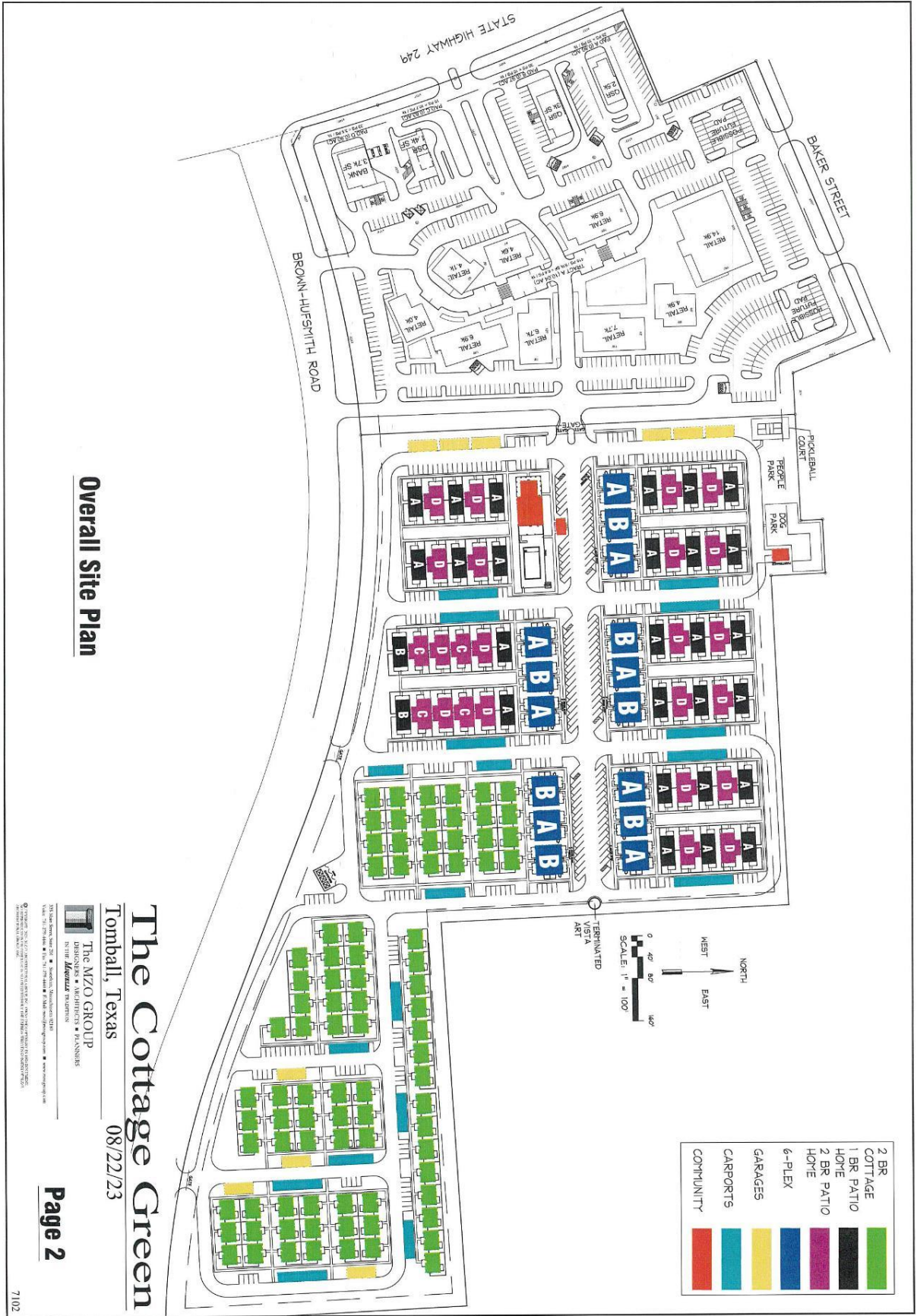
#### N. Minor Modifications

The following minor modifications of the Planned Development are allowed provided that such modifications shall be reviewed for compliance with the applicable City of Tomball Ordinances, and this will be approved by the City Planner or Community Development Director.

1. The Cottage Green (Horizontal Multi-family development)
  - a. Modifications to dwelling unit offerings between Cottages, Patio Homes, and Veranda Homes.
  - b. Minor adjustment to dwelling unit square footage provided the minimum square footage is consistent with the PD.
  - c. Modifications to the number and location of each dwelling unit provided all are maintained on the residential parcel and do not exceed the density established in the PD.
  - d. Modification of the type and location of parking spaces provided the total number of spaces are maintained.
  - e. Modifications to the exact ingress/egress points as may be required by an engineering review, Traffic Impact Analysis, or City of Tomball code.
2. The Shoppes at The Cottage Green (Commercial Development)
  - a. Modifications to internal driveway patterns.
  - b. Modifications to the location of land use provide that such relocations meet the minimum area and land use regulations set forth within this document.
  - c. Modifications to lot sizes / property line locations, provided that such lots shall meet the minimum area regulations set forth in this document.
  - d. Modifications to the total acreage provided for each land use as set for in the site exhibit area allowed. If needed, signage location can be revised following the standard from this document.
  - e. Central Courtyard patio area shows a general intent to enhance the pedestrian & restaurant/retail customer experience with programmed amenities to further engage the commercial development with place-making, interactive/engaging amenity elements. Within that broad goal, the specific concept design may evolve & change from what is currently included in this document with something greater or equal in quality.

#### O. Exhibits

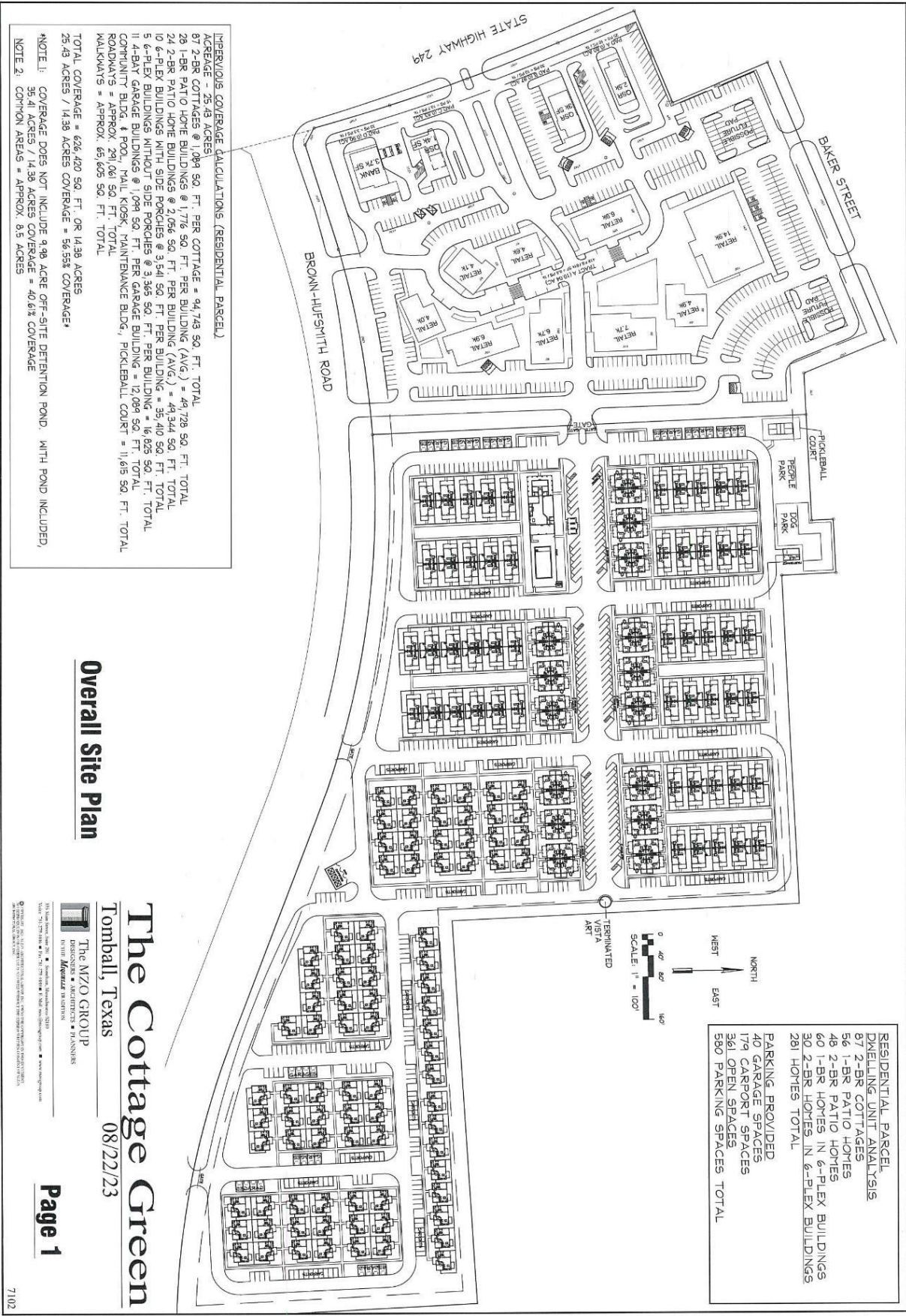
Includes all site plans, renderings, and photographic package.



**The MZO GROUP**  
ARCHITECTS  
10000 Katy Freeway, Suite 100  
Houston, Texas 77059  
www.mzogroup.com

**By: MZOGROUP**

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PREVIOUS COVERAGE CALCULATIONS (RESIDENTIAL PARCEL)

ACREAGE - 25.43 ACRES

87 2-BR COTTAGES @ 1,094 SQ. FT. PER COTTAGE = 94,743 SQ. FT. TOTAL

29 1-BR PATIO HOMES @ 1,776 SQ. FT. PER BUILDING (AVG.) = 51,504 SQ. FT. TOTAL

24 2-BR PATIO HOMES @ 2,056 SQ. FT. PER BUILDING (AVG.) = 49,344 SQ. FT. TOTAL

10 6-PLEX BUILDINGS WITH SIDE PORCHES @ 3,541 SQ. FT. PER BUILDING = 35,410 SQ. FT. TOTAL

5 4-BAY GARAGE BUILDINGS @ 1,094 SQ. FT. PER GARAGE BUILDING = 5,470 SQ. FT. TOTAL

11 4-BAY GARAGE BUILDINGS @ 1,094 SQ. FT. PER GARAGE BUILDING = 12,034 SQ. FT. TOTAL

COMMUNITY BLDG. # POOL, MAIL KIOSK, MAINTENANCE BLDG., PICKLEBALL COURT = 11,615 SQ. FT. TOTAL

ROADWAYS = APPROX. 291,061 SQ. FT. TOTAL

WALKWAYS = APPROX. 65,605 SQ. FT. TOTAL

TOTAL COVERAGE = 626,420 SQ. FT. OR 14.38 ACRES

25.43 ACRES / 14.38 ACRES COVERAGE = 56.55% COVERAGE

NOTE 1: COVERAGE DOES NOT INCLUDE 9.98 ACRE OFF-SITE DETENTION POND, WITH POND INCLUDED, 35.41 ACRES / 14.38 ACRES COVERAGE = 40.61% COVERAGE

NOTE 2: COMMON AREAS = APPROX. 8.5 ACRES

# Overall Site Plan

## The Cottage Green

Tomball, Texas

08/22/23

**The MZO GROUP**  
DESIGNERS • ARCHITECTS • PLANNERS

1100 Main Street, Suite 200 • Houston, Texas 77002  
713.279.4444 • [www.mzogroup.com](http://www.mzogroup.com)

**Page 1**

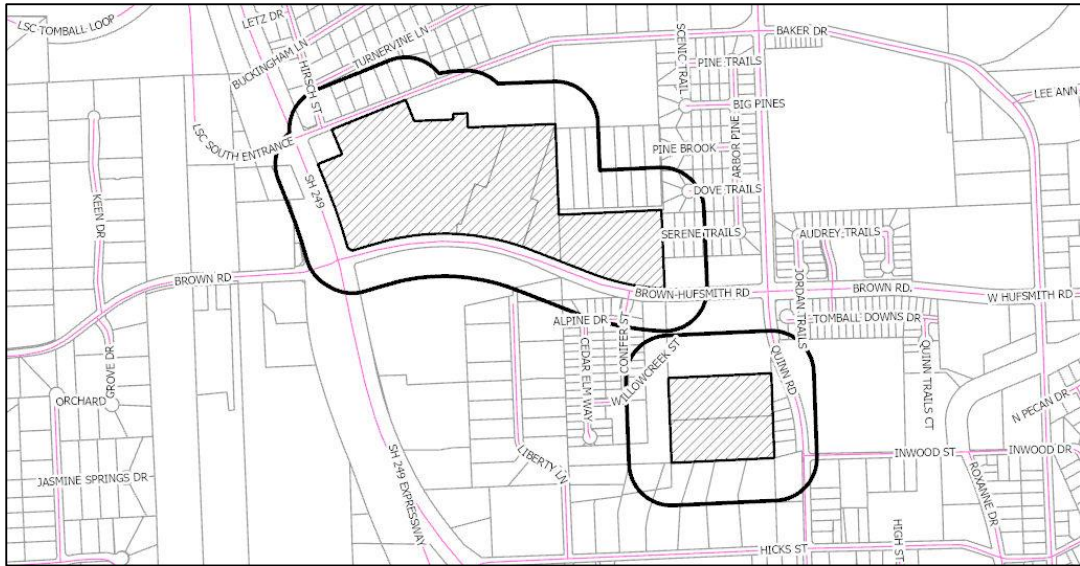
RESIDENTIAL PARCEL  
DWELLING UNIT ANALYSIS

87 2-BR COTTAGES
56 1-BR PATIO HOMES
48 2-BR PATIO HOMES
60 1-BR HOMES IN 6-PLEX BUILDINGS
30 2-BR HOMES IN 6-PLEX BUILDINGS
281 HOMES TOTAL

PARKING PROVIDED

40 GARAGE SPACES
179 CARPORT SPACES
361 OPEN SPACES
580 PARKING SPACES TOTAL





Location: Northeast corner of SH 249 & Brown-Hufsmith Road and west of the 29700 block (west side) of Quinn Road, City of Tomball, Harris County, Texas.

-END-

# Regular City Council Agenda Item Data Sheet

Meeting Date: October 16, 2023

**Topic:**

Approve, on First Reading, Resolution No. 2023-46-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and The Garza Agency to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 28427 SH 249, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

**Background:**

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

**Origination:** Tomball Economic Development Corporation Board of Directors

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

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

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_

Staff Member-TEDC

Date \_\_\_\_\_

Approved by \_\_\_\_\_

Executive Director-TEDC

Date \_\_\_\_\_



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** October 16, 2023

**SUBJECT:** The Garza Agency

**ITEM TYPE:** Action

---

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

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

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

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

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

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



Date: August 25, 2023

Tiffani Wooten  
Tomball Economic Development

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

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

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

Thank you for your consideration,

*Gabriel C. Garza*

Gabriel Garza  
President



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART A –BUSINESS OWNER APPLICATION

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

#### **Business Owner Applicant Information**

Name of Business: The Garza Agency

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

City, State & Zip Houston, Texas 77084

Mailing Address: Same

City, State & Zip \_\_\_\_\_

Business Phone: 281-656-8340

Business Website: www.thegarzaagency.com

Business Owner Name: Gabriel Garza

Applicant's Name (if different): \_\_\_\_\_

Position /Title: Owner

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

Nature of Business: Insurance and Financial Services

NAICS Code: 524126

Legal Form of Business:

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

Business Start/Opening Date 9/2006

Days and Hours of Operation

Days Open: M-F

Hours Open: 9-5:30

## Employees

Full Time Employees (40 hours per week): 13

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

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

No ☐ Yes ☒ (please explain)

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

---

## Moving and Space Improvement Cost and Funding Information

### Investment Data

Tenant Space Improvement (finish) \$ 50,000

Landlord Space Improvement (finish) \$ \_\_\_\_\_

Equipment and Display \$ \_\_\_\_\_

Product Stock (for Opening) \$ \_\_\_\_\_

Marketing (First Year) \$ 20,000

### Sources of Funding for Move/Expansion

Funds invested by owner \$ 100,000

Funds from other sources\* \$ \_\_\_\_\_

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

\* Source of Funding and Amounts Cash on hand and revenue

---

## New Lease Property Information

Address of space to be leased: \_\_\_\_\_

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

Term of lease (minimum 3 years): 5 years

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

Additional lease terms and other monthly charges: \_\_\_\_\_

---

Indicate any rate increases: \_\_\_\_\_

---

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

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

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

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

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## Certification

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

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

**Gabriel Garza**

Printed Name of Principal Owner

*Gabriel C. Garza*

Signature

**8.23.2023**

Date

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

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

**For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or [kviolette@tomballtxedc.org](mailto:kviolette@tomballtxedc.org).**



## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART B – PROPERTY OWNER/LANDLORD APPLICATION

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

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

Property Address: 28427 SH 249, Tomball, Texas 77375

Property Owner of Record: \_\_\_\_\_

Mailing Address: 4600 HWY 6 N. Ste 103

City, State & Zip Houston, Texas 77084

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

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

Name of Management Company: \_\_\_\_\_

Name of Representative/Contact Person: \_\_\_\_\_

Management Company Address: \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of proposed business at site:

The Garza Agency

Name of business owner:

Gabriel Garza and Patricia Garza

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

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

\_\_\_\_\_

\_\_\_\_\_

## SITE & LEASE INFORMATION

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

Term of lease: 5 years

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

Additional lease terms and other monthly charges: \_\_\_\_\_

Indicate any rate increases: \_\_\_\_\_

Is the subject space currently vacant? Yes ☐ No ☒

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

Name of previous tenant: Davis Chiropractor

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

## CERTIFICATIONS

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

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

Other Properties: YES ☐ NO ☐ N/A ☒

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

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

Other Properties: YES ☐ NO ☐ N/A ☐

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

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

Other Properties: YES ☐ NO ☐ N/A ☒

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

☐ YES (Please explain on supplemental sheet)

☒ NO

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

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

**Gabriel Garza**

Printed Name of Property Owner/Landlord

*Gabriel C. Garza*

Signature

**8.23.2023**

Date



## COMMERCIAL LEASE

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28427 SH 249

CONCERNING THE LEASED PREMISES AT Tomball, Tx 77375

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

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### ADDENDA & EXHIBITS (check all that apply)

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

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

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## COMMERCIAL LEASE

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### 1. PARTIES: The parties to this lease are:

Landlord: GP+3 LLC \_\_\_\_\_; and

Tenant: TGA Ventures LP dba The Garza Agency \_\_\_\_\_.

### 2. LEASED PREMISES:

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

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

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

B. If Paragraph 2A(1) applies:

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

### 3. TERM:

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

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

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

Page 2 of 18

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

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

#### 4. RENT AND EXPENSES:

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

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

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

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

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

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

Name: **Gabriel Garza**

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

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

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

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

(2) Definitions:

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

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

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

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

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

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**5. SECURITY DEPOSIT:**

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

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

**7. UTILITIES:**

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

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

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

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

**8. INSURANCE:**

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
- ☒ (a) \$1,000,000; or
- ☐ (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- ☒ (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): Monday - Thursday 9-5:30, Friday 9-5 and appointments on the weekends

# 10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

# 11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

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**12. ACCESS BY LANDLORD:**

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

**14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:**

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

**15. MAINTENANCE AND REPAIRS:**

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls and other structural components .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Fire sprinkler systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Parking areas and walks .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Electrical systems, mechanical systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) Ballast and lamp replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) HVAC system replacement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Signs and lighting: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(21) Cranes and related systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant ☐ is ☒ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

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- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

#### 16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

**17. LIENS:** Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

**18. LIABILITY:** To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:**

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for

any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- ☒ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☐ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

## 28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

**29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

**30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

## 31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: \_\_\_\_\_.

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

- A. The brokers to this lease are:

Principal Broker: \_\_\_\_\_

Cooperating Broker: \_\_\_\_\_

Agent: \_\_\_\_\_

Agent: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone &amp; Fax: \_\_\_\_\_

Phone &amp; Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

License No.: \_\_\_\_\_

License No.: \_\_\_\_\_

Principal Broker: *(Check only one box)*☐ represents Landlord only.☐ represents Tenant only.☐ is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

- B. Fees:

- ☐ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Principal Broker and:  
☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- ☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
- ☐ (a) a separate written commission agreement between Cooperating Broker and:  
☐ Principal Broker ☐ Landlord ☐ Tenant.
- ☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

- 33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

- 34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: GP+3 LLC

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

and a copy to: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Landlord also consents to receive notices by e-mail at: [gabriel@thegarzaagency.com](mailto:gabriel@thegarzaagency.com)Tenant at the leased premises,and to: TGA Ventures LP dba The Garza Agency,

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

and a copy to: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Tenant also consents to receive notices by e-mail at: [gabriel@tthegarzaagency.com](mailto:gabriel@tthegarzaagency.com)

**35. SPECIAL PROVISIONS:** The following special provisions apply and will control in the event of a conflict with other provisions of this lease. (If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)

### 36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

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- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.
- J. Counterparts: If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

**37. EFFECTIVE DATE**: The effective date of this lease is the date the last party executes this lease and initials any changes.

**38. LICENSE HOLDER DISCLOSURE**: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: \_\_\_\_\_

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: GP+3 LLCTenant: TGA Ventures LP dba The Garza AgencyBy: Gabriel GarzaBy: Gabriel Garza

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Gabriel GarzaPrinted Name: Gabriel GarzaTitle: President Date: \_\_\_\_\_Title: President Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## RESOLUTION NO. 2023-46-TEDC

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

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (10,000.00), found by the Board to be required or suitable to promote a new business development by The Garza Agency; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (10,000.00), to The Garza Agency in accordance with an economic development agreement by and between the TEDC and The Garza Agency to promote and develop a new or expanded business enterprise, to be located at 28427 SH 249, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it

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

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Tracy Garcia, City Secretary

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **The Garza Agency** (the “Company”), 4600 HWY 6 N. Suite 103, Houston, TX 77084

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

**WHEREAS**, the Company proposes to lease an 1,800 square foot existing office space located at 28427 SH 249, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company currently provides insurance and financial services to the public under the Farmers Insurance organization and proposes to expand its business operations by opening an additional location at the Property; and

**WHEREAS**, the Company proposes to create up to six (6) full-time jobs in Tomball in conjunction with the new location; and

**WHEREAS**, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not

to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

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

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

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of at least two (2) full-time W-2 employees, and obtaining all necessary occupancy permits from the City shall occur within eighteen (18) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the minimum number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

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

7.

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

If to City:	Tomball Economic Development Corporation 401 W. Market Street Tomball, Texas 77375 Attn: President, Board of Directors
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If to Company:	The Garza Agency 4600 Hwy 6 N. Suite 103 Houston, TX 77084 Attn: Gabriel Garza, President
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8.

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

9.

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

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 (the “Effective Date”).

**THE GARZA AGENCY**

By: \_\_\_\_\_

Name: Gabriel Garza

Title: President

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2023, by Gabriel Garza, President of The Garza Agency, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

### ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_12th\_ day of \_September\_  
2023, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic  
Development Corporation, for and on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

(SEAL)

**Exhibit "A"**  
**Legal Description of Property**

Legal Description: RES B  
TOMBALL PARK

Property Address: 28427 SH 249, Tomball, TX 77375



Pierce Manufacturing Inc.  
2600 American Drive  
Appleton, Wisconsin 54912-2017  
920-832-3000



December 14, 2022

Dear Valued Customer,

Since 1917, Pierce Manufacturing has provided the finest fire apparatus in the industry. The quality of our products and services are our number one priority.

To provide you with the personalized level of service you deserve, Pierce Manufacturing has established a widespread network of authorized dealers throughout the country. Siddons-Martin Emergency Equipment Group, LLC is the Pierce sole source for Aftermarket parts sales in Nevada (excluding Clark County), New Mexico, Utah, Texas, and Louisiana supporting the Pierce fire apparatus product lines. They are the sole source for parts and warranty service in this area accordingly and are extremely qualified to provide you with the service you have come to expect.

Please contact them directly for any requests concerning the product line. Siddons-Martin Emergency Equipment Group, LLC can provide you parts and labor for any of these apparatus at the quality you deserve.

Regards,



Dylan Reitzner, Pierce Aftermarket Support Team  
Pierce Manufacturing Inc.  
An Oshkosh Corporation Company

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: October 16, 2023

#### Topic:

Approve a purchase order with Siddons-Martin Emergency Group, LLC (sole source) for preventative maintenance and repairs to Pierce Fire Apparatus, within the fleet of the Fire Department,. for a not to exceed amount of \$80,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents relating to the purchase. Funds for vehicle repairs are included in the FY 2023-2024 budget.

#### Background:

Siddons-Martin Emergency Group, LLC is the local authorized service center for Pierce Manufacturing, the manufacturer of the current Fire Department fleet. Siddons-Martin Emergency Group, LLC is the only provider of Pierce aftermarket parts sales in Texas supporting the Pierce fire apparatus product lines, making this expenditure a sole source purchase and exempt from competitive bidding under Chapter 252 of the Local Government Code. At this time, the City intends to have Siddons-Martin Emergency Group, LLC perform preventative maintenance and repairs to all Pierce apparatus within the fleet.

Per the City's adopted Purchasing and Bidding Policy, expenditures in excess of \$50,000 to one vendor require approval of the City Council.

**Origination:** Fire Department

#### Recommendation:

Staff recommends authorizing the City Manager to execute a purchase order with Siddons-Martin Emergency Group, LLC for preventative maintenance and repairs, in the not to exceed amount of \$80,000, and approving the associated expenditure of funds.

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

#### FUNDING (IF APPLICABLE)

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 100-142 & 145-6205

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

Signed Joe Sykora 10/4/2023  
Staff Member Date

Approved by \_\_\_\_\_  
City Manager Date