

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



**Monday, April 21, 2025  
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, April 21, 2025 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: 865 9052 4188 Passcode: 024385 . 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 Jason Schleicher of Salem Lutheran 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. Presentations
  - 1. Presentation of the 2024 Tomball Fire Rescue Award Recipients.
- F. Reports and Announcements
  - 1. Announcements
    - I.

### **Upcoming Events:**

- April 21-26, 2025 – Spring Cleanup Week from Monday – Friday from 8 a.m. – 4 p.m., and Saturday from 8 a.m. – 4 p.m. at the Tomball Landfill (1335 Neal Dr.)
- April 25, 2025 – Tomball Star Academy Senior Picnic from 8 a.m. – 2 p.m. at Juergens and Matheson Park
- April 26, 2025 – Rails & Tails Mudbug Festival from 11 a.m. – 5 p.m. at Tomball Depot Plaza
- April 26, 2025 – Recycling Day from 10 a.m. – 2 p.m. at Lone Star College-Tomball South entrance
- April 29, 2025 – Blood Drive from 10 a.m. – 2:15 p.m. at Fire Station #1
- May 2, 2025 – Lone Star College Graduation from 4 – 10 p.m. at Juergens and Matheson Park
- May 3, 2025 – Tomball Prays Together from 10 – 11 a.m. at Depot Gazebo
- May 7, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Starbucks (14314 FM 2920)
- May 8, 2025 – Kaffeeklatsch from 8:30 – 10 a.m. at Tomball Community Center
- May 10, 2025 – 2<sup>nd</sup> Saturday from 5 – 9 p.m. at Tomball Depot Plaza
- May 15, 2025 – Police Memorial from 11 a.m. – 1 p.m. at Tomball Community Center

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

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



1. Approve, on Second Reading, Resolution No. 2025-10-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 Longhorn Realty Investments, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a medical office facility to be located at 308 Holderrieth Blvd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$91,835.00.
2. Approve, on Second Reading, Resolution No. 2025-11-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 Theis Lane and South Cherry Street, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a retail development to be located at the corner of Theis Lane and Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$83,615.00.
3. Approve, on Second Reading, Resolution No. 2025-12-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 Innersculpt Studio, LLC, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
4. Approve, on Second Reading, Resolution No. 2025-13-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 City of Tomball to make direct incentives to, or expenditures for, the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,500,000.00.
5. Approve, on Second Reading, Resolution No. 2025-14-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 City of Tomball to make direct incentives to, or expenditures for, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,000,000.00.

6. Approve, on Second Reading, Resolution No. 2025-15-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 City of Tomball to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$20,000,000.00.

H. Old Business

1. Adopt, on First Reading, Ordinance No. 2025-01, 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 the land use of "Child day care center (business)" within the City of Tomball's Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, 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.

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

1. Approve Minutes of April 7, 2025, Special Joint Planning and Zoning and City Council meeting.
2. Approve Minutes of April 7, 2025, Special and Regular City Council meetings.
3. Approve Request from Tomball Praise Together for City Support and In-Kind Services for the Tomball Praise Together event in downtown Tomball on Sunday, October 12, 2025, from 2:00 - 6:00 p.m.

4. Approve request from Tomball High School for City Support and In-Kind Services for the annual Tomball High School Homecoming Parade in downtown Tomball, on Wednesday, October 1, 2025, from 6:30 to 9:30 p.m.
5. Approve the expenditure of greater than \$50,000 with Data Projections, Inc. for the technology upgrades to the Administration Building Training Room, for a total not-to-exceed amount of \$54,937.68, approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.
6. Approve the expenditure of greater than \$50,000 with Waypoint Solutions for the firewall replacement, replacement backup server, required annual warranty maintenance for key networking solutions, and consulting services, for a total amount of \$101,032.62 (increasing the total annual vendor spend and not-to-exceed amount to \$188,634.71), approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2024-2025 budget.
7. Approve the expenditure of greater than \$50,000 with See Your Possibilities, LLC for the FY25-26 Strategic Planning Workshop and staff yearly trainings, the total not-to-exceed amount to \$58,500 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2024-25 budget.
8. Approve the purchase of two 650kW natural gas generators from Evolve Power Generation for the South Wastewater Treatment Plant Expansion through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04), for a total contract amount not-to-exceed \$893,452.62, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.
9. Adopt, on First and Only Reading, Ordinance No. 2025-15, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Winfrey Estates Public Improvement District); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
10. Approve a Professional Services Agreement with Arudrra for Project Number 2025-10013, Tomball Hills Drainage Study, for a total contract amount not-to-exceed \$28,560, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This

expenditure is included in the Fiscal Year 2024-2025 Budget under Professional Services – Contract Engineering.

11. Approve a Facility Use Agreement extension with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

J. New Business

1. Appoint a director to the Tomball Business Improvement District as created by Resolution No. 2021-44.
2. Conduct a public hearing and consideration to approve Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

3. Conduct a public hearing and consideration to approve Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-14, 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 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the

Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Approve Resolution No. 2025-16, 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.
5. Discussion and possible action regarding the appointment of a stakeholder group to assist with the preliminary conceptual designs for the wayfinding and entry/gateway monument sign project.
6. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
  - Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

K. Adjournment

### **CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of April 2025 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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Shannon Bennett, TRMC  
Assistant 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: April 21, 2025

**Topic:**

Presentation of the 2024 Tomball Fire Rescue Award Recipients.

**Background:**

Annually Tomball Fire Rescue bestows awards to personnel based on outstanding performance and achievements during the calendar year, as well as employee voted awards. The following fire personnel were given awards in the following categories.

Award	Recipient Name
Part-Time Firefighter of the Year	Part-Time Firefighter Eammon Donlon
Rookie of the Year	Firefighter Clay Wilson
Battalion Chiefs Award	A-Shift – Driver Operator Colby Story & Driver Operator Anthony Warden B-Shift – Firefighter Blake Henley C-Shift – Colin Canant
Silver Badge Award	Driver Operator Anthony Warden & Lieutenant Mason Allen
Gold Badge Award	Battalion Chief Steven McHenry
Leo H. Gammon Fire and Life Safety Award	Deputy Fire Marshal Jeramiah Wittenburg
Fire Chief's Award	Battalion Chief Steven Foehner

**Origination:** Fire Department

**Recommendation:**

n/a

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

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

Signed	Joe Sykora	04/14/2025	Approved by		
	Staff Member	Date		City Manager	Date

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 7, 2025

**Topic:**

**Upcoming Events:**

- April 21-26, 2025 – Spring Cleanup Week from Monday – Friday from 8 a.m. – 4 p.m., and Saturday from 8 a.m. – 4 p.m. at the Tomball Landfill (1335 Neal Dr.)
- April 25, 2025 – Tomball Star Academy Senior Picnic from 8 a.m. – 2 p.m. at Juergens and Matheson Park
- April 26, 2025 – Rails & Tails Mudbug Festival from 11 a.m. – 5 p.m. at Tomball Depot Plaza
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- May 7, 2025 – Coffee with a Cop from 8:30 – 10 a.m. at Starbucks (14314 FM 2920)
- May 8, 2025 – Kaffeeklatsch from 8:30 – 10 a.m. at Tomball Community Center
- May 10, 2025 – 2<sup>nd</sup> Saturday from 5 – 9 p.m. at Tomball Depot Plaza
- May 15, 2025 – Police Memorial from 11 a.m. – 1 p.m. at Tomball Community Center

**Background:**

**Origination:** Marketing Department

**Recommendation:**

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

Chrislord Templonuevo, Marketing  
Director



**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# Regular City Council Agenda Item Data Sheet

Meeting Date: April 21, 2025

## Topic:

Approve, on Second Reading, Resolution No. 2025-10-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 Longhorn Realty Investments, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a medical office facility to be located at 308 Holderrieth Blvd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$91,835.00.

## Background:

On March 4, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Longhorn Realty Investments, LLC for assistance with infrastructure costs related to the expansion of a medical office facility to be located at 308 Holderrieth Blvd., Tomball, Texas 77375.

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

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2025-10-TEDC after two separate readings.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2025-10-TEDC on Second Reading

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

## FUNDING (IF APPLICABLE)

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

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member-TEDC Date Executive Director-TEDC Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** Longhorn Realty Investments, LLC

**ITEM TYPE:** Action

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The Tomball Economic Development Corporation has received a request from Ahmad Adnan Aslam, President of Longhorn Realty Investments, LLC, for assistance with infrastructure costs related to the renovation and development of a heart and vascular surgery center.

Northwest Houston Heart Center PA has been in Tomball for over 19 years at their location at 308 Holderrieth Blvd. Per the request letter, Dr. Aslam is proposing to make renovations to the existing 7,500 sq. ft. Heart Center and build an additional 11,400 sq. ft. Heart and Vascular Surgery Center at the site. Northwest Houston Heart Center Pa and Heart and Vascular Surgery Center, LLC is a project of the parent company, Longhorn Realty Investments, LLC which Dr. Aslam owns and manages.

Along with the renovation and expansion of the surgery center the project retain the existing 45 employees from NW Houston Heart Center and hire an additional 45 full time employees to the site within the first two years. The estimated capital investment for the project is \$6,375,000.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. If the agreement between the TEDC and Northwest Houston Heart Center is approved as a Project of the Corporation, the grant funding amount will not exceed \$91,835, based on 4% of the actual expenditures for the eligible infrastructure improvements.

## **Longhorn Realty Investments, LLC**

February 26, 2025

Dear TEDC Board of Directors,

On behalf of Longhorn Realty Investments, LLC, I respectfully submit this request for grant funding from the TEDC for the Renovation and Addition to Northwest Houston Heart Center at 308 Holderrieth Blvd Tomball TX, 77375, our established medical practice of 19 years. Our development, management and ownership is led by Dr Ahmad Adnan Aslam.

Dr Aslam owns Longhorn Realty Investments, LLC which is developing the real estate and will operate his existing medical practice Northwest Houston Heart Center which employs over 40 employees currently at 308 Holderrieth Blvd which is a 7500 SF building. With this addition of the planned 11,400 SF Northwest Houston Heart Center and related businesses will add 25 additional employees in year one and a total of 40 additional employees over the next five years.

The Heart Center's mission is to provide quality and efficient healthcare to residents of Tomball and add high quality job opportunities in the Tomball area. This will enhance the economic growth of Tomball by supporting local businesses.

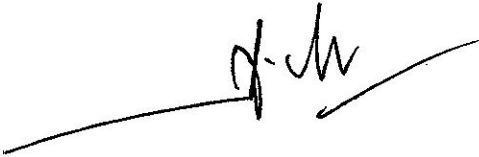
The Renovation and Addition project will be a modern, architecturally pleasing addition to Tomball office buildings. We will also provide pleasant landscaping to create a welcoming space for patients and employees. Conveniently located within walking distance from HCA Tomball hospital and FM 2920 and just minutes from the Grand Parkway and State Highway 249 makes our practice highly accessible to patients residing in Tomball.

The construction phase of this project is anticipated to commence in late March or early April 2025 and is scheduled for completion approximately 9 months later.

We have already submitted our infrastructure and development cost information and site plan with elevation which is attached with this letter. For further assistance in your consideration efforts, we have completed the online Tomball EDC Data Sheet.

We welcome any questions you may have about this application and our development plan. Please feel free to contact us at [houstonheartcenter@yahoo.com](mailto:houstonheartcenter@yahoo.com) or via cell at 832-338-8354. We are grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Aslam', is written over a horizontal line.

Ahmad Adnan Aslam, MD

President

Longhorn Realty Investments, LLC



# Houston Heart Center - Impact Report - Expansion Only

## Scenario 1 with Client Data

**Project Type:** New Construction - Office

**Industry:** Health Care

**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

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

## Existing & Expanded Operations

The Project under analysis represents the expansion of an existing business. The table below illustrates the economic impact over the next 10 years including both the current and expanded operations.

ECONOMIC IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS IN CITY OF TOMBALL			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
JOBS			
Direct	45.0	35.0	80.0
Spin-off	28.0	21.7	49.7
<b>Jobs Total</b>	<b>73.0</b>	<b>56.7</b>	<b>129.7</b>
SALARIES			
Direct	\$38,433,521	\$31,352,180	\$69,785,700
Spin-off	\$10,686,796	\$8,717,764	\$19,404,560
<b>Salaries Total</b>	<b>\$49,120,317</b>	<b>\$40,069,943</b>	<b>\$89,190,260</b>

The table below summarizes the fiscal impact, the net benefits for local taxing districts, over the next 10 years including both the current and expanded operations.

FISCAL IMPACT OF CURRENT & EXPANDED OPERATIONS OVER 10 YEARS			
NET BENEFITS			
	CURRENT OPERATIONS	EXPANSION	CURRENT & EXPANDED OPERATIONS
City of Tomball	\$317,738	\$427,039	\$744,777
Harris County	\$69,266	\$218,073	\$287,340
Tomball ISD	\$260,974	\$243,973	\$504,947
Lone Star College	\$26,362	\$72,154	\$98,516
Port of Houston	\$1,406	\$3,849	\$5,255
Harris County ESD #8	\$22,006	\$60,231	\$82,236
Harris County Hospital District	\$40,053	\$110,879	\$150,932
Harris County Department of Education	\$1,176	\$3,255	\$4,431
Harris County Flood Control	\$9,246	\$26,030	\$35,276
	<b>\$748,227</b>	<b>\$1,165,483</b>	<b>\$1,913,710</b>

The remainder of this report will focus on only the economic and fiscal impact associated with the expansion.

## Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	35.0	21.7	<b>56.7</b>
Annual Salaries/Wages at Full Ops (Yr 2)	\$2,998,800	\$833,844	<b>\$3,832,644</b>
Salaries/Wages over 10 Years	\$31,352,180	\$8,717,764	<b>\$40,069,943</b>
Taxable Sales/Purchases in City of Tomball	\$4,204,075	\$108,972	<b>\$4,313,047</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.9	0.6	<b>1.5</b>
New residents in City of Tomball	2.5	1.5	<b>4.0</b>
New residential properties constructed in City of Tomball	0.1	0.1	<b>0.2</b>
New students to attend local school district	0.5	0.3	<b>0.8</b>

Totals may not sum due to rounding

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

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$38,363	\$400,000	\$4,400,000	\$500,000	\$50,000	\$5,350,000	<b>\$5,388,363</b>
2	\$54,782	\$408,000	\$4,488,000	\$1,450,000	\$51,000	\$6,397,000	<b>\$6,451,782</b>
3	\$55,878	\$416,160	\$4,577,760	\$1,325,000	\$52,020	\$6,370,940	<b>\$6,426,818</b>
4	\$56,996	\$424,483	\$4,669,315	\$1,197,500	\$53,060	\$6,344,359	<b>\$6,401,354</b>
5	\$58,135	\$432,973	\$4,762,702	\$1,067,500	\$54,122	\$6,317,296	<b>\$6,375,431</b>
6	\$59,298	\$441,632	\$4,857,956	\$910,000	\$55,204	\$6,264,792	<b>\$6,324,090</b>
7	\$60,484	\$450,465	\$4,955,115	\$752,500	\$56,308	\$6,214,388	<b>\$6,274,872</b>
8	\$61,694	\$459,474	\$5,054,217	\$595,000	\$57,434	\$6,166,125	<b>\$6,227,819</b>
9	\$62,928	\$468,664	\$5,155,301	\$437,500	\$58,583	\$6,120,048	<b>\$6,182,976</b>
10	\$64,186	\$478,037	\$5,258,407	\$330,000	\$59,755	\$6,126,199	<b>\$6,190,385</b>

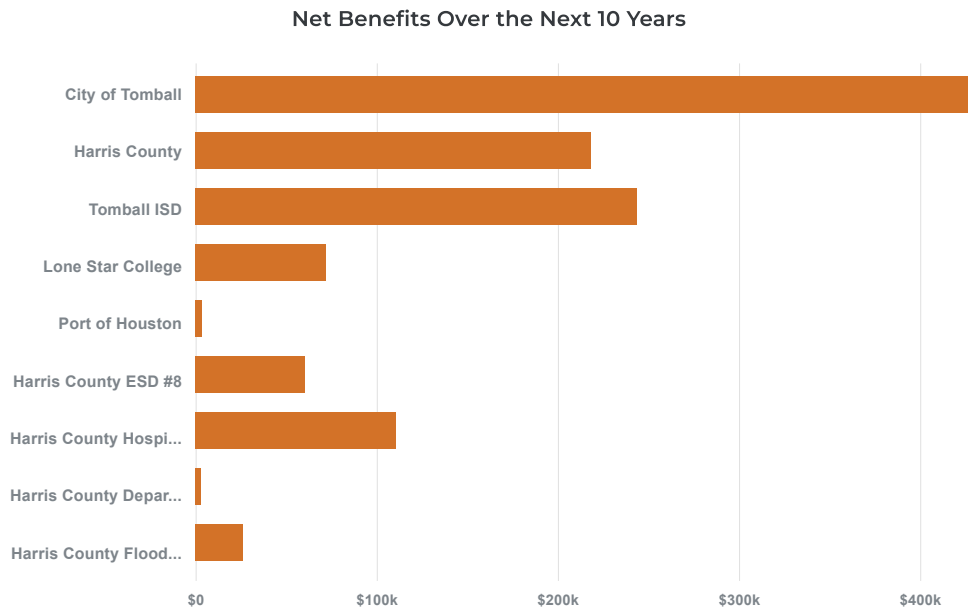


Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$819,198	(\$392,159)	\$427,039	\$367,942
Harris County	\$309,613	(\$91,540)	\$218,073	\$168,320
Tomball ISD	\$665,433	(\$421,460)	\$243,973	\$188,065
Lone Star College	\$72,154	\$0	\$72,154	\$55,565
Port of Houston	\$3,849	\$0	\$3,849	\$2,964
Harris County ESD #8	\$60,231	\$0	\$60,231	\$46,383
Harris County Hospital District	\$110,879	\$0	\$110,879	\$85,376
Harris County Department of Education	\$3,255	\$0	\$3,255	\$2,506
Harris County Flood Control	\$26,030	\$0	\$26,030	\$20,039
Total	\$2,070,642	(\$905,159)	\$1,165,483	\$937,161

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



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

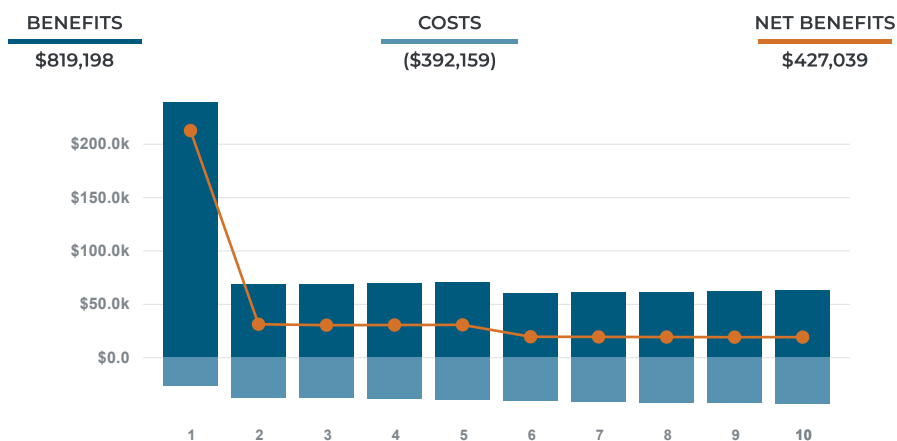
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$91,835	\$91,835
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$91,835	\$91,835

## City of Tomball Fiscal Impact

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

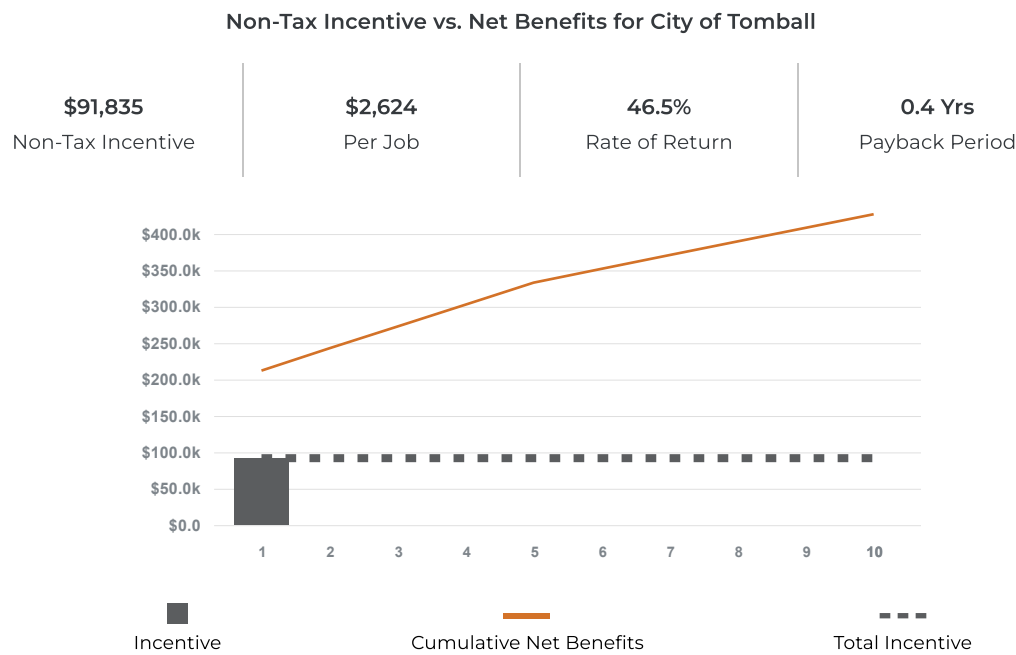
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$76,243	\$10,017	\$86,261
Real Property Taxes	\$154,165	\$0	\$154,165
FF&E Property Taxes	\$25,123	\$0	\$25,123
Inventory Property Taxes	\$1,606	\$0	\$1,606
New Residential Property Taxes	\$0	\$1,680	\$1,680
Hotel Occupancy Taxes	\$683	\$0	\$683
Building Permits and Fees	\$162,847	\$0	\$162,847
Utility Revenue	\$220,958	\$23,707	\$244,665
Utility Franchise Fees	\$12,690	\$1,356	\$14,046
Miscellaneous Taxes and User Fees	\$115,704	\$12,417	\$128,122
<b>Benefits Subtotal</b>	<b>\$770,020</b>	<b>\$49,178</b>	<b>\$819,198</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$110,852)	(\$11,862)	(\$122,714)
Cost of Utility Services	(\$243,353)	(\$26,092)	(\$269,445)
<b>Costs Subtotal</b>	<b>(\$354,205)</b>	<b>(\$37,954)</b>	<b>(\$392,159)</b>
<b>Net Benefits</b>	<b>\$415,815</b>	<b>\$11,224</b>	<b>\$427,039</b>

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.

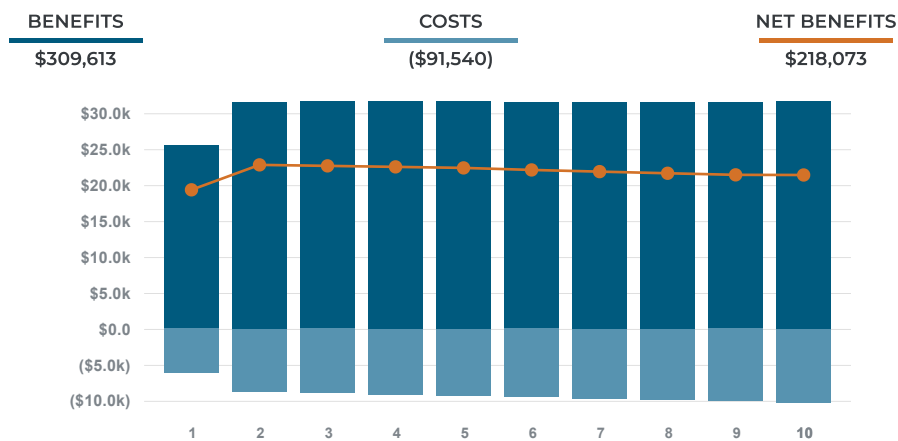


## Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$202,503	\$0	\$202,503
FF&E Property Taxes	\$33,000	\$0	\$33,000
Inventory Property Taxes	\$2,109	\$0	\$2,109
New Residential Property Taxes	\$0	\$23,707	\$23,707
Hotel Occupancy Taxes	\$195	\$0	\$195
Miscellaneous Taxes and User Fees	\$20,901	\$27,196	\$48,098
<b>Benefits Subtotal</b>	<b>\$258,709</b>	<b>\$50,903</b>	<b>\$309,613</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$39,937)	(\$51,603)	(\$91,540)
<b>Costs Subtotal</b>	<b>(\$39,937)</b>	<b>(\$51,603)</b>	<b>(\$91,540)</b>
<b>Net Benefits</b>	<b>\$218,773</b>	<b>(\$699)</b>	<b>\$218,073</b>

Annual Fiscal Net Benefits for Harris County

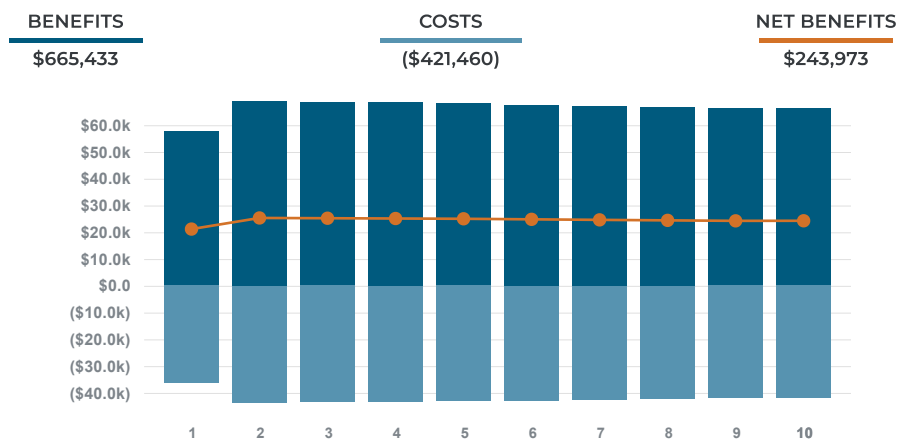


## Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$559,855	\$0	\$559,855
FF&E Property Taxes	\$91,234	\$0	\$91,234
Inventory Property Taxes	\$5,832	\$0	\$5,832
New Residential Property Taxes	\$0	\$1,950	\$1,950
Addtl. State & Federal School Funding	\$0	\$6,562	\$6,562
<b>Benefits Subtotal</b>	<b>\$656,921</b>	<b>\$8,512</b>	<b>\$665,433</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$6,371)	(\$6,371)
Reduction in State School Funding	(\$413,860)	(\$1,228)	(\$415,089)
<b>Costs Subtotal</b>	<b>(\$413,860)</b>	<b>(\$7,600)</b>	<b>(\$421,460)</b>
<b>Net Benefits</b>	<b>\$243,061</b>	<b>\$912</b>	<b>\$243,973</b>

Annual Fiscal Net Benefits for Tomball ISD



Lone Star College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$56,553	\$0	\$56,553
FF&E Property Taxes	\$9,216	\$0	\$9,216
Inventory Property Taxes	\$589	\$0	\$589
New Residential Property Taxes	\$0	\$5,796	\$5,796
Benefits Subtotal	\$66,358	\$5,796	\$72,154
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$66,358	\$5,796	\$72,154

Annual Fiscal Net Benefits for Lone Star College



## Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$3,017	\$0	\$3,017
FF&E Property Taxes	\$492	\$0	\$492
Inventory Property Taxes	\$31	\$0	\$31
New Residential Property Taxes	\$0	\$309	\$309
<b>Benefits Subtotal</b>	<b>\$3,540</b>	<b>\$309</b>	<b>\$3,849</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$3,540</b>	<b>\$309</b>	<b>\$3,849</b>

Annual Fiscal Net Benefits for Port of Houston



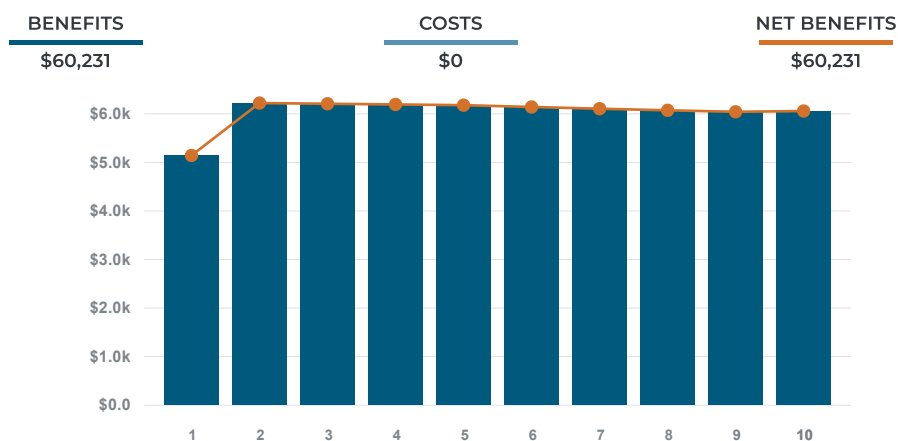


## Harris County ESD #8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$47,208	\$0	\$47,208
FF&E Property Taxes	\$7,693	\$0	\$7,693
Inventory Property Taxes	\$492	\$0	\$492
New Residential Property Taxes	\$0	\$4,838	\$4,838
<b>Benefits Subtotal</b>	<b>\$55,392</b>	<b>\$4,838</b>	<b>\$60,231</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$55,392</b>	<b>\$4,838</b>	<b>\$60,231</b>

Annual Fiscal Net Benefits for Harris County ESD #8



## Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$85,923	\$0	\$85,923
FF&E Property Taxes	\$14,002	\$0	\$14,002
Inventory Property Taxes	\$895	\$0	\$895
New Residential Property Taxes	\$0	\$10,059	\$10,059
<b>Benefits Subtotal</b>	<b>\$100,820</b>	<b>\$10,059</b>	<b>\$110,879</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$100,820</b>	<b>\$10,059</b>	<b>\$110,879</b>

Annual Fiscal Net Benefits for Harris County Hospital District



## Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,522	\$0	\$2,522
FF&E Property Taxes	\$411	\$0	\$411
Inventory Property Taxes	\$26	\$0	\$26
New Residential Property Taxes	\$0	\$295	\$295
<b>Benefits Subtotal</b>	<b>\$2,960</b>	<b>\$295</b>	<b>\$3,255</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$2,960</b>	<b>\$295</b>	<b>\$3,255</b>

Annual Fiscal Net Benefits for Harris County Department of Education



Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$19,836	\$0	\$19,836
FF&E Property Taxes	\$3,232	\$0	\$3,232
Inventory Property Taxes	\$207	\$0	\$207
New Residential Property Taxes	\$0	\$2,755	\$2,755
Benefits Subtotal	\$23,275	\$2,755	\$26,030
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$23,275	\$2,755	\$26,030

Annual Fiscal Net Benefits for Harris County Flood Control



Overview of Methodology

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

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

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

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

621111 OFFICES OF PHYSICIANS (EXCEPT MENTAL HEALTH SPECIALISTS)		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.6213
Earnings Multiplier	(Type II Direct Effect)	1.2781

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

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

This approach uses relies on two assumptions:

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

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

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

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

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

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

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

## About Impact DataSource

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

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)



Scenario 1 with Client Data

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Longhorn Realty Investments, LLC** (the “Company”), 308 Holderrieth Blvd., Tomball, TX 77375.

### WITNESSETH:

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

**WHEREAS**, the Company proposes to develop a 1.7791-acre tract of land within the City, located at 308 Holderrieth Blvd., Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Six Million Dollars (\$6,000,000) to renovate the existing 7,500 square foot medical facility and construct an additional 11,400 square foot heart and vascular surgery center (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

**WHEREAS**, the Company also proposes to retain the twenty-five (25) existing employees and create an additional thirty-five (35) new full-time employment positions in Tomball in conjunction with the opening of its business operations on the Property; and

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Ninety-One Thousand Eight Hundred and Thirty-Five Dollars (\$91,835.00), or an amount equal to up to Four percent (4%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, and electric, utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will renovate the existing 7,500 square foot medical facility and construct and maintain on the Property an additional 11,400 square-foot heart and vascular surgery center (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the



Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

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

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Ninety-One Thousand Eight Hundred and Thirty-Five Dollars (\$91,835.00), or an amount equal to up to Four percent (4%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the costs of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the Improvements to the Property; (c) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; and (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any and all liens and claims regarding such work have been released.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with

interest at the rate equal to the 90-day Treasury Bill plus one-half percent (½%) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

7.

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

8.

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

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

If to Company: Longhorn Realty Investments, LLC  
308 Holderrieth Blvd.  
Tomball, TX 77375  
Attn: Ahmad Adnan Aslam  
Owner, Longhorn Realty Investments, LLC

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "Effective Date").

**Longhorn Realty Investments, LLC**

By: \_\_\_\_\_  
Name: Ahmad Adnan Aslam  
Title: Owner

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Name: Gretchen Fagan  
Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS     §

§

COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2025, by Ahmad Adnan Aslam, Owner, Longhorn Realty Investments, LLC for and on behalf of  
said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS     §

§

COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2025, 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**

**NORTHWEST HOUSTON HEART CENTER REPLAT NO. 1**

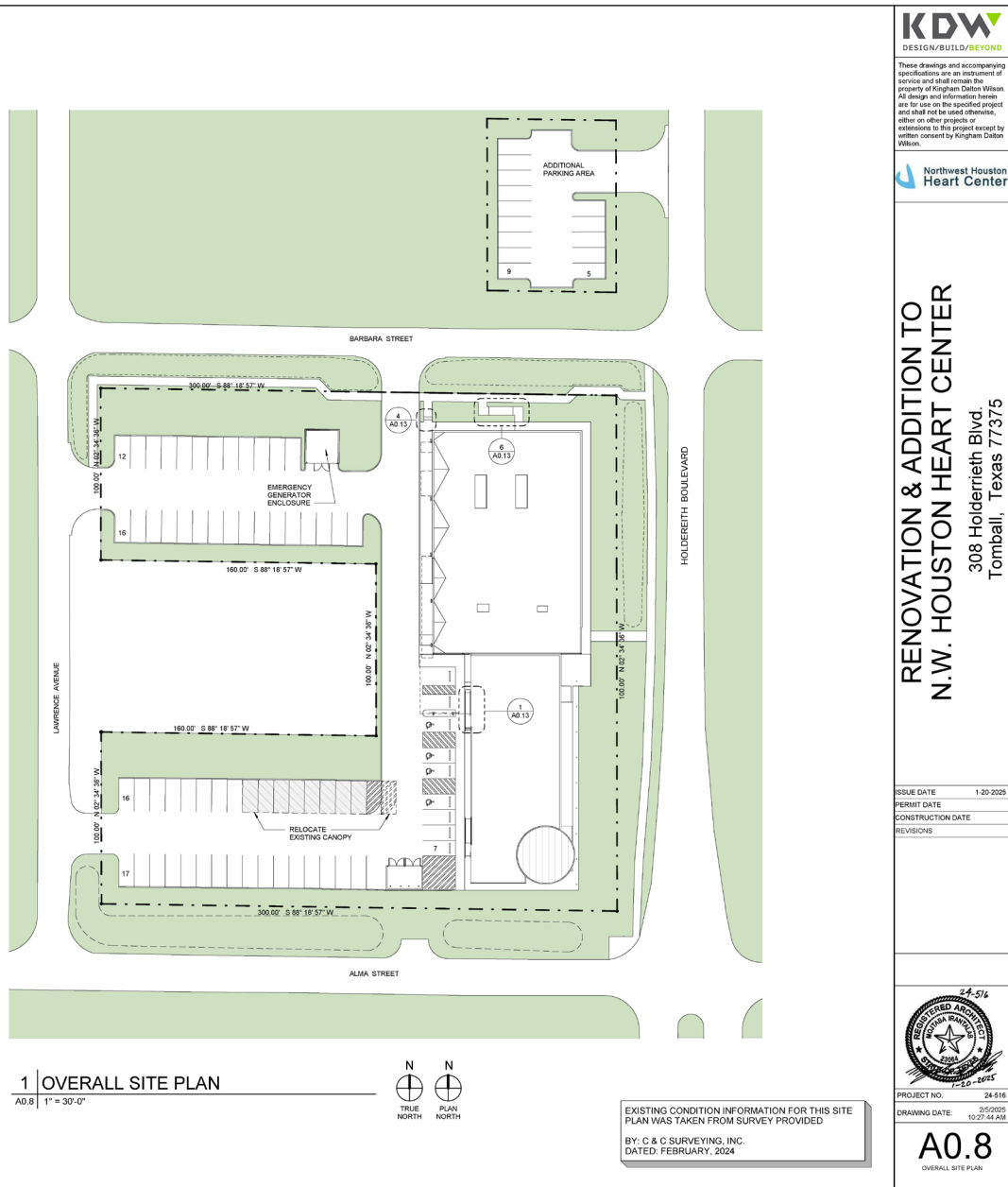
Being a 0.9641 acre, a 0.3214 acre, a 0.3214 acre and a 0.1722 acre tract of land all situated in the Joseph House Survey, A-34, Harris County, Texas, being a replat of Lot 1 in Block 1 of NORTHWEST HEART CENTER, a subdivision as recorded in Film Code Number 621269, of the Map Records of Harris County, Texas, together with a replat of Lots 1, 2, 11 and 12, in Block 6, and a replat of the East 75 feet of Lots 5 and 6, in Block 5, all of MAIN STREET ADDITION TO THE CITY OF TOMBALL, a subdivision as recorded in Volume 15, Page 43, of said Map Records.

4 Lots, 2 Blocks

## Exhibit B

### Description of Improvements

Renovation to the existing 7,500 square foot medical facility and construction of an additional 11,400 square foot heart and vascular surgery center.





## Exhibit C

### Description of Infrastructure Improvements

Targeted Infrastructure		
Site Preparations	\$	213,962.00
Underground Detention	\$	189,074.00
Public Storm Sewer & Associated		
Conflict Resolution	\$	471,709.00
Water/Sanitary/Storm	\$	172,106.00
Telecom/Internet-Allowance	\$	50,000.00
Electric - Generator	\$	464,410.00
Gas Line Relocation	\$	49,790.00
City Sidewalk	\$	43,934.00
Site Paving	\$	440,845.00
Geotechnical Reports / Materials		
Testing	\$	25,617.00
Consulting Fees	\$	41,250.00
Permit Fees	\$	60,000.00
Landscaping Allowance	\$	40,864.00
Mill & Asphalt Overlay	\$	73,190.00
City Tap Fees	\$	121,983.00
	\$	2,458,734.00

## RESOLUTION NO. 2025-10-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 LONGHORN REALTY INVESTMENTS, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ninety One Thousand Eight Hundred and Thirty Five Dollars (\$91,835.00) found by the Board to be required or suitable to promote a new business development by Longhorn Realty Investments, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ninety One Thousand Eight Hundred and Thirty Five Dollars (\$91,835.00) to Longhorn Realty Investments, LLC, in accordance with an economic development agreement by and between the TEDC and Longhorn Realty Investments, LLC, to promote and develop a new or expanded business enterprises, to be located at 308 Holderrieth Blvd., Tomball, Texas 77375.

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

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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# Regular City Council Agenda Item Data Sheet

Meeting Date: April 21, 2025

## Topic:

Approve, on Second Reading, Resolution No. 2025-11-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 Theis Lane and South Cherry Street, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a retail development to be located at the corner of Theis Lane and Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$83,615.00.

## Background:

On March 4, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with Theis Lane and South Cherry Street, LLC for assistance with infrastructure costs related to the development and construction of a retail development to be located at the corner of Theis Lane and Cherry Street, Tomball, Texas 77375.

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

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2025-11-TEDC after two separate readings.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2025-11-TEDC on Second Reading

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

## FUNDING (IF APPLICABLE)

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

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member-TEDC Date Executive Director-TEDC Date





**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** Theis and Cherry Street, LLC

**ITEM TYPE:** Action

The Tomball Economic Development Corporation has received a request from Matthew Lawrence, Managing Partner, Theis Lane and South Cherry Street, LLC, for assistance with infrastructure costs related to the construction of a commercial office/retail development.

Theis Lane and South Cherry Street, LLC is a project of the parent company, Lone Star Development, which builds and manages first-class buildings and properties with above industry standard amenities. Currently, Lone Star Development owns and manages over 150,000 square feet of office/warehouse space in the Houston area.

The development will consist of two standalone buildings, totaling 17,177 square feet. The first building will be approximately 8,403 square-foot and will feature 5,000 sq. ft. of built-out boutique salons and fully serviced office suites. The second building will be 8,774 sq. ft. that is designed to accommodate a diverse range of businesses, ideal for restaurants, medical offices, ice cream shops, and businesses seeking high visibility office space. The projected capital investment for the project is \$4,975,000.00.

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

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$284,284.00.

If the agreement between the TEDC and Theis Lane and South Cherry Street, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$83,615, based on 7% of the actual expenditures for the eligible infrastructure improvements.





February 12, 2025

Dear TEDC Board of Directors,

On behalf of Lone Star Development, we respectfully submit this request for grant funding from the TEDC for the completion of the 17,100 square foot Shops at Theis and Cherry Retail development. Our development, management and ownership team consist of the following individuals:

- Matthew Lawrence – over 15 years business operational management skills both here in the United States and in Europe
- William Lawrence – over 40 years entrepreneurial experience in the restaurant and car wash industry
- Jason Snell – over 25 years' experience and former owner/operating partner of one of Houston's largest independent construction firms.

Currently, Lone Star Development owns and manages over 150,000 square feet of office/warehouse space in the Houston metropolitan area. Lone Star Development's business model entails building and managing first-class buildings and properties with above industry standard amenities and construction techniques and materials, while commanding rents that are consistent with current market rates. This strategy results in their history of zero (0) availability at all of their properties.

Lone Star Development takes the position that tenants are business partners, and that by working to assist each other in the accomplishment of their business objectives, together they can provide the businesses and their employees the safest, most secure working conditions that serve their constituencies more professionally than their competitors.

Our mission in developing the retail center at the corner of Theis Lane and S Cherry Street is to serve the growing needs of the surrounding neighborhoods by providing a modern, state-of-the-art retail destination. This development will consist of two 8,000-square-foot buildings designed to accommodate a diverse range of businesses.

The retail center will feature 5,000 square feet of built-out boutique salons and fully serviced office suites, offering professionals a turnkey solution to establish or expand their businesses. Additionally, it will include 13,000 square feet of prime retail space, ideal for restaurants, medical offices, ice cream shops, and businesses seeking high-visibility office space. Designed with





architectural appeal on all sides, enhanced landscaping, and ample parking, this project will set a new standard for retail and business spaces in Tomball. Conveniently located within the City of Tomball, the property is less than two miles south of downtown Tomball. and is just minutes from the Grand Parkway and State Highway 249.

The construction phase of this project is anticipated to commence in April and is scheduled for completion approximately 8 months later.

We are seeking grant funding for approved installations at our project, including infrastructure, landscaping, and development Services. Our current estimated budget is as follows:

Building Construction Cost	\$ 2,319,773
Site	\$550,000
Total Tenant Improvements	\$ 1,041,000
Architectural Design and Engineering	\$ 90,000
Landscaping	\$ 70,000
Project Management	\$ 350,000
Utility Impact Fees	\$ 70,000
Construction Materials Testing	\$ 25,000
Permit/Plan Review	\$ 50,000
CPE Encroachment	\$ 25,000
Legal	\$ 25,000
Graphics and Signage	\$ 7,500
Geotechnical Investigation	\$ 6,300
Surveyor	\$ 3,220

<b>TOTAL DEVELOPMENT COSTS</b>	<b>\$5,600,118</b>
--------------------------------	--------------------

Based on our research and that of the major home development companies, we believe that the area known as the northwest corridor of Houston (more specifically Tomball) will continue to experience significant growth in residential development, thereby enhancing the need for this type of development to support the growing business community. The Shops at Theis and Cherry



will help facilitate that growth and provide new and existing residents of the growing area with flexible, clean, and affordable spaces for them to locate their businesses.

For further assistance in your consideration efforts, we have completed the online Tomball EDC Data Sheet.

We welcome any questions you may have about the Hufsmith-Korhville Business Park. Please feel free to contact us at [development@lonestardevelopment.com](mailto:development@lonestardevelopment.com). We are grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Matthew Lawrence". The signature is written in a cursive, flowing style.

Matt Lawrence

# Lone Star Development - Impact Report

## Scenario 2 with Client Data

**Project Type:** New Construction - Industrial

**Prepared By:** Tomball EDC

## Purpose & Limitations

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

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

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

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

## Introduction

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

## Economic Impact Overview

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

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	113.0	0	<b>113.0</b>
Annual Salaries/Wages at Full Ops (Yr 5)	\$8,317,409	\$0	<b>\$8,317,409</b>
Salaries/Wages over 10 Years	\$76,637,852	\$0	<b>\$76,637,852</b>
Taxable Sales/Purchases in City of Tomball	\$21,885,589	\$0	<b>\$21,885,589</b>

Totals may not sum due to rounding

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

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	3.1	0	<b>3.1</b>
New residents in City of Tomball	7.9	0	<b>7.9</b>
New residential properties constructed in City of Tomball	0.5	0	<b>0.5</b>
New students to attend local school district	1.5	0	<b>1.5</b>

Totals may not sum due to rounding

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

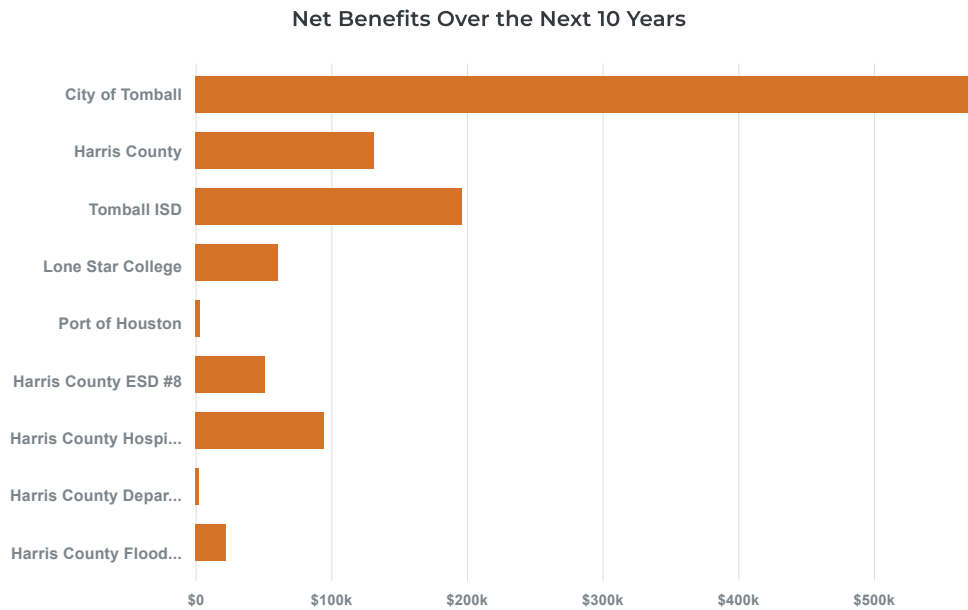
SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$42,592	\$525,000	\$3,500,000	\$950,000	\$0	\$4,975,000	<b>\$5,017,592</b>
2	\$86,887	\$535,500	\$3,570,000	\$855,000	\$0	\$4,960,500	<b>\$5,047,387</b>
3	\$98,472	\$546,210	\$3,641,400	\$760,000	\$0	\$4,947,610	<b>\$5,046,082</b>
4	\$108,477	\$557,134	\$3,714,228	\$665,000	\$0	\$4,936,362	<b>\$5,044,839</b>
5	\$115,769	\$568,277	\$3,788,513	\$570,000	\$0	\$4,926,789	<b>\$5,042,559</b>
6	\$118,085	\$579,642	\$3,864,283	\$475,000	\$0	\$4,918,925	<b>\$5,037,010</b>
7	\$120,446	\$591,235	\$3,941,568	\$380,000	\$0	\$4,912,804	<b>\$5,033,250</b>
8	\$122,855	\$603,060	\$4,020,400	\$285,000	\$0	\$4,908,460	<b>\$5,031,315</b>
9	\$125,312	\$615,121	\$4,100,808	\$190,000	\$0	\$4,905,929	<b>\$5,031,241</b>
10	\$127,819	\$627,424	\$4,182,824	\$190,000	\$0	\$5,000,248	<b>\$5,128,066</b>

Fiscal Impact Overview

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

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$1,710,422	(\$1,140,237)	\$570,185	\$441,122
Harris County	\$322,525	(\$190,648)	\$131,877	\$103,138
Tomball ISD	\$541,948	(\$345,584)	\$196,364	\$151,627
Lone Star College	\$61,015	\$0	\$61,015	\$46,953
Port of Houston	\$3,255	\$0	\$3,255	\$2,505
Harris County ESD #8	\$50,932	\$0	\$50,932	\$39,194
Harris County Hospital District	\$94,403	\$0	\$94,403	\$72,614
Harris County Department of Education	\$2,771	\$0	\$2,771	\$2,132
Harris County Flood Control	\$22,382	\$0	\$22,382	\$17,205
Total	\$2,809,654	(\$1,676,469)	\$1,133,185	\$876,491

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



Public Support Overview

A summary of the total Public Support modeled in this analysis is shown below.

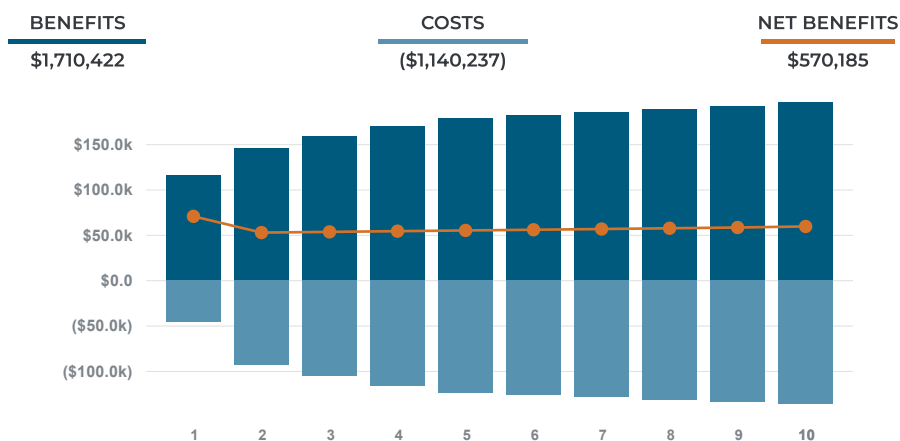
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$83,615	\$83,615
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$83,615	\$83,615

## City of Tomball Fiscal Impact

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

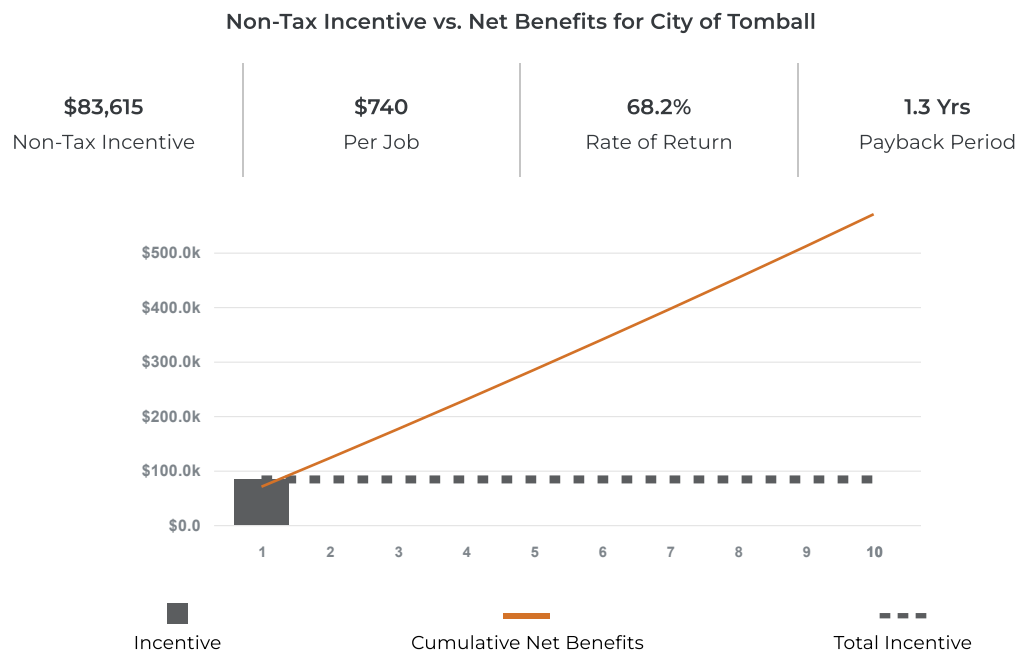
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$418,552	\$19,159	\$437,712
Real Property Taxes	\$129,274	\$0	\$129,274
FF&E Property Taxes	\$15,605	\$0	\$15,605
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,129	\$3,129
Hotel Occupancy Taxes	\$0	\$0	\$0
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$667,200	\$44,154	\$711,354
Utility Franchise Fees	\$38,319	\$2,526	\$40,845
Miscellaneous Taxes and User Fees	\$349,378	\$23,127	\$372,505
<b>Benefits Subtotal</b>	<b>\$1,618,328</b>	<b>\$92,094</b>	<b>\$1,710,422</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$334,727)	(\$22,092)	(\$356,819)
Cost of Utility Services	(\$734,822)	(\$48,596)	(\$783,418)
<b>Costs Subtotal</b>	<b>(\$1,069,549)</b>	<b>(\$70,688)</b>	<b>(\$1,140,237)</b>
<b>Net Benefits</b>	<b>\$548,779</b>	<b>\$21,406</b>	<b>\$570,185</b>

Annual Fiscal Net Benefits for City of Tomball



Non-Tax Incentives

The graph below depicts the non-tax incentives modeled in this analysis versus the cumulative net benefits to City of Tomball. The intersection indicates the length of time until the incentives are paid back.



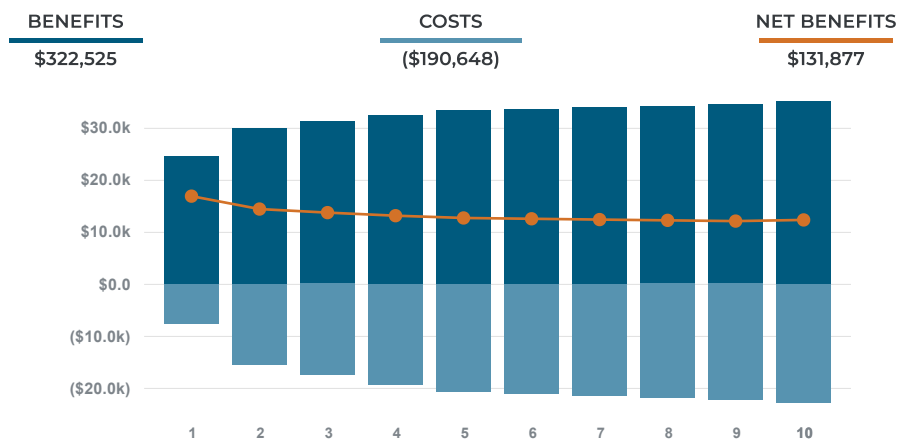


## Harris County Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$169,807	\$0	\$169,807
FF&E Property Taxes	\$20,497	\$0	\$20,497
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$32,185	\$32,185
Hotel Occupancy Taxes	\$0	\$0	\$0
Miscellaneous Taxes and User Fees	\$63,114	\$36,921	\$100,035
<b>Benefits Subtotal</b>	<b>\$253,418</b>	<b>\$69,106</b>	<b>\$322,525</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$120,592)	(\$70,056)	(\$190,648)
<b>Costs Subtotal</b>	<b>(\$120,592)</b>	<b>(\$70,056)</b>	<b>(\$190,648)</b>
<b>Net Benefits</b>	<b>\$132,826</b>	<b>(\$950)</b>	<b>\$131,877</b>

Annual Fiscal Net Benefits for Harris County

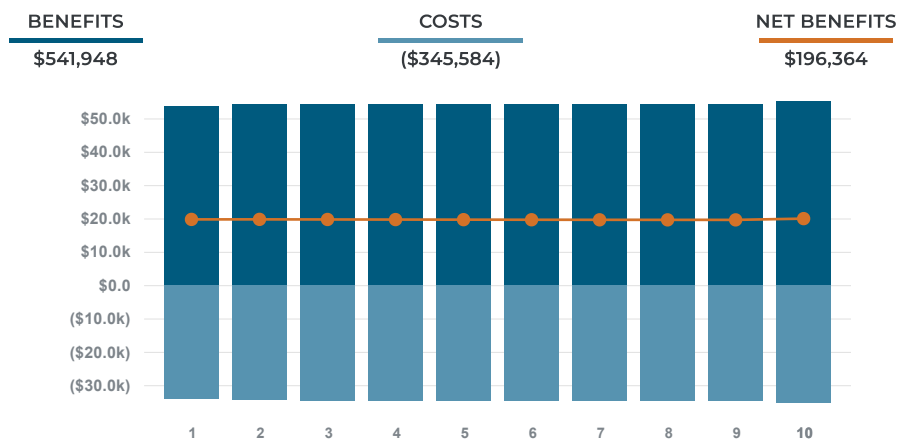


## Tomball ISD Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: TOMBALL ISD			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$469,462	\$0	\$469,462
FF&E Property Taxes	\$56,669	\$0	\$56,669
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,623	\$3,623
Addtl. State & Federal School Funding	\$0	\$12,194	\$12,194
<b>Benefits Subtotal</b>	<b>\$526,130</b>	<b>\$15,818</b>	<b>\$541,948</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$11,839)	(\$11,839)
Reduction in State School Funding	(\$331,462)	(\$2,283)	(\$333,745)
<b>Costs Subtotal</b>	<b>(\$331,462)</b>	<b>(\$14,122)</b>	<b>(\$345,584)</b>
<b>Net Benefits</b>	<b>\$194,668</b>	<b>\$1,696</b>	<b>\$196,364</b>

Annual Fiscal Net Benefits for Tomball ISD



## Lone Star College Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: LONE STAR COLLEGE			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$47,422	\$0	\$47,422
FF&E Property Taxes	\$5,724	\$0	\$5,724
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$7,869	\$7,869
<b>Benefits Subtotal</b>	<b>\$53,146</b>	<b>\$7,869</b>	<b>\$61,015</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$53,146</b>	<b>\$7,869</b>	<b>\$61,015</b>

Annual Fiscal Net Benefits for Lone Star College



## Port of Houston Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: PORT OF HOUSTON			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,530	\$0	\$2,530
FF&E Property Taxes	\$305	\$0	\$305
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$420	\$420
<b>Benefits Subtotal</b>	<b>\$2,835</b>	<b>\$420</b>	<b>\$3,255</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$2,835</b>	<b>\$420</b>	<b>\$3,255</b>

Annual Fiscal Net Benefits for Port of Houston



## Harris County ESD #8 Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY ESD #8			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$39,586	\$0	\$39,586
FF&E Property Taxes	\$4,778	\$0	\$4,778
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$6,568	\$6,568
<b>Benefits Subtotal</b>	<b>\$44,364</b>	<b>\$6,568</b>	<b>\$50,932</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$44,364</b>	<b>\$6,568</b>	<b>\$50,932</b>

Annual Fiscal Net Benefits for Harris County ESD #8



## Harris County Hospital District Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY HOSPITAL DISTRICT			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$72,050	\$0	\$72,050
FF&E Property Taxes	\$8,697	\$0	\$8,697
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$13,656	\$13,656
<b>Benefits Subtotal</b>	<b>\$80,747</b>	<b>\$13,656</b>	<b>\$94,403</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$80,747</b>	<b>\$13,656</b>	<b>\$94,403</b>

Annual Fiscal Net Benefits for Harris County Hospital District



## Harris County Department of Education Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY DEPARTMENT OF EDUCATION			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$2,115	\$0	\$2,115
FF&E Property Taxes	\$255	\$0	\$255
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$401	\$401
<b>Benefits Subtotal</b>	<b>\$2,370</b>	<b>\$401</b>	<b>\$2,771</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$2,370</b>	<b>\$401</b>	<b>\$2,771</b>

Annual Fiscal Net Benefits for Harris County Department of Education

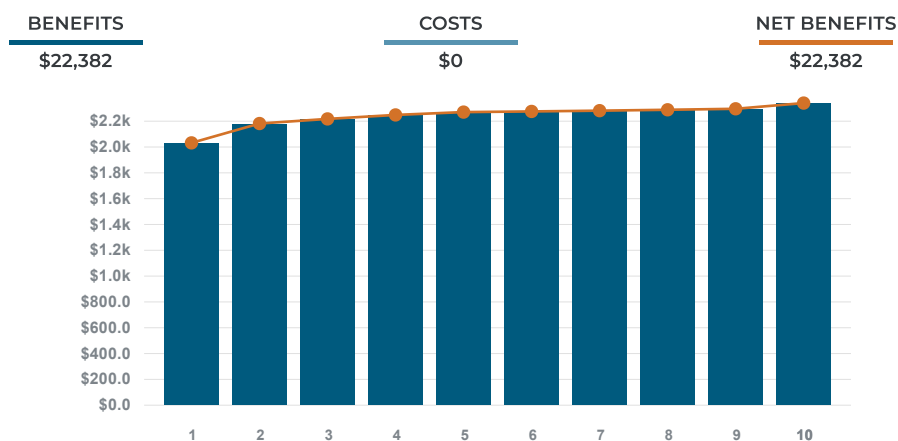


## Harris County Flood Control Fiscal Impact

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

NET BENEFITS OVER 10 YEARS: HARRIS COUNTY FLOOD CONTROL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Real Property Taxes	\$16,633	\$0	\$16,633
FF&E Property Taxes	\$2,008	\$0	\$2,008
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$3,741	\$3,741
<b>Benefits Subtotal</b>	<b>\$18,641</b>	<b>\$3,741</b>	<b>\$22,382</b>
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
<b>Costs Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Benefits</b>	<b>\$18,641</b>	<b>\$3,741</b>	<b>\$22,382</b>

Annual Fiscal Net Benefits for Harris County Flood Control





Overview of Methodology

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

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

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

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

CITY OF TOMBALL		
Employment Multiplier	(Type II Direct Effect)	1.0
Earnings Multiplier	(Type II Direct Effect)	1.0

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

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

This approach uses relies on two assumptions:

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

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

Additionally, this analysis sought to estimate the additional expenditures faced by local jurisdictions to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs.

This approach relies on two assumptions:

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

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

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

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced. However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

## About Impact DataSource

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

For more information on Impact DataSource, LLC and our product Impact DashBoard, please visit our website [www.impactdatasource.com](http://www.impactdatasource.com)



Scenario 2 with Client Data

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Theis Lane and South Cherry Street, LLC**. (the “Company”), 16023 Rudgewick Lane, Spring, TX 77379.

### WITNESSETH:

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

**WHEREAS**, the Company proposes to develop a 1.899-acre tract of land within the City, located at the corner of Theis Lane and South Cherry Street, Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company plans to expend over Four Million Dollars (\$4,000,000) to construct a 8,403 square-foot and a 8,774 square-foot commercial building and related site improvements (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

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

**WHEREAS**, the TEDC agrees to provide to the Company the sum of Eighty-Three Thousand Six Hundred and Fifteen Dollars (\$83,615.00), or an amount equal to up to seven percent (7%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property a 8,403 square-foot and a 8,774 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the “Term”).

4.

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of thirty (30) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Eighty-Three Thousand Six Hundred and Fifteen Dollars (\$83,615.00), or an amount equal to seven percent (7%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the

Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ( $\frac{1}{2}\%$ ) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

7.

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

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

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

If to Company: Theis Lane and South Cherry Street, LLC  
16023 Rudgewick Lane  
Spring, Texas 77379  
Attn: William J. Lawrence, President

9.

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

10.

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

11.

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



12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the “Effective Date”).

**THEIS LANE AND SOUTH CHERRY STREET, LLC**

By: \_\_\_\_\_  
Name: William J. Lawrence  
Title: President

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Name: Gretchen Fagan  
Title: President, Board of Directors

ATTEST:

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

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2025, by William J. Lawrence, President, Theis Lane and South Cherry Street, LLC for and on  
behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_4th\_\_ day of \_\_March\_\_\_\_  
2025, 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**

ALL THAT CERTAIN 1.899 ACRE (82,729 SQUARE FOOT) TRACT OR PARCEL OF LAND SITUATED IN THE JESSE PRUITT SURVEY, A-629, HARRIS COUNTY, TEXAS AND BEING ALL OF RESERVE "A" OF PINE MEADOWS, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 555232 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; SAID 1.899 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "PICKERING 5879" SET FOR THE NORTHEAST CORNER OF SAID RESERVE "A" AND THE HEREIN DESCRIBED TRACT, SAID CORNER MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE (WIDTH VARIES) AND THE WEST RIGHT-OF-WAY LINE OF CHERRY STREET (80 FEET WIDE);

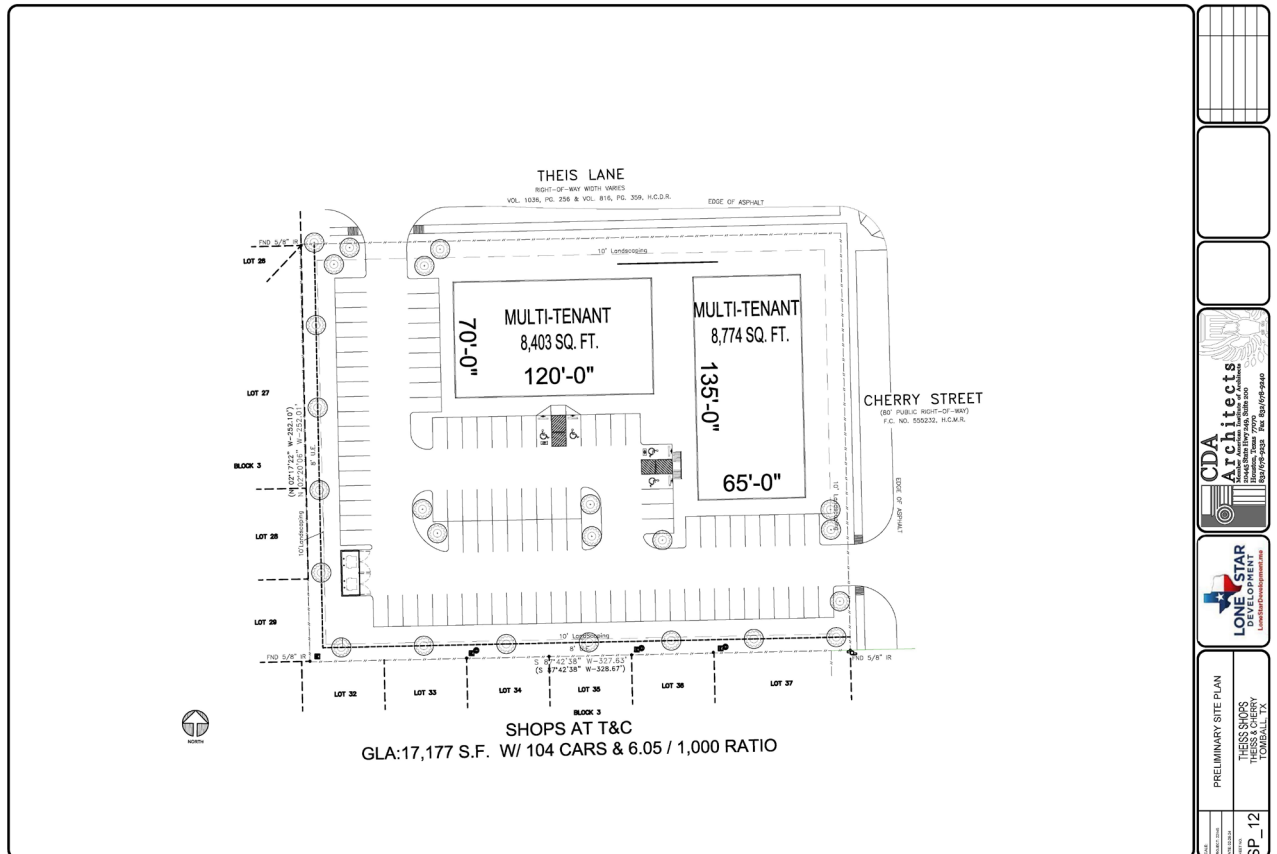
THENCE, S 02° 27' 37" E-253.44 FEET (CALLED S 02° 27' 37" E-253.53 FEET) ALONG THE EAST LINE OF SAID RESERVE "A" AND THE WEST RIGHT-OF-WAY LINE OF SAID CHERRY STREET TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

THENCE, S 87° 42' 38" W-327.63 FEET (CALLED S 87° 42' 38" W-328.67 FEET) TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

THENCE, N 02° 20' 06" W-252.01 FEET (CALLED N 02° 17' 22" W-252.10 FEET) TO A 5/8 INCH IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE AND MARKING THE NORTHWEST CORNER OF RESERVE "A" AND THE HEREIN DESCRIBED TRACT;

THENCE, N 87° 27' 39" E-327.07 FEET (CALLED N 87° 27' 39" E-327.92 FEET) ALONG THE SOUTH RIGHT-OF-WAY LINE OF THEIS LANE TO THE POINT OF BEGINNING AND CONTAINING 1.899 ACRES (82,729 SQUARE FEET) OF LAND, MORE OR LESS.

Construction of a 8,403 sq. ft. and a 8,774 sq. ft. commercial building and related site improvements located at corner of Theis Lane and South Cherry Street, Tomball, TX 77375.



### Description of Improvements Cont'



## Exhibit C

### Description of Infrastructure Improvements

TARGETED INFRASTRUCTURE	COST
CIVIL DESIGN FEES	23,598
UTILITY IMPACT FEES	71,820
SITE PREPARATIONS	782,286
NEW PUBLIC ROW	51,300
STORM DRAINAGE	151,012
SANITARY SEWER	76,529
WATER	76,950
TELECOMMUNICATIONS / INTERNET	10,260
ELECTRIC	41,040
GAS	5,130
TOTAL	\$1,194,507

**RESOLUTION NO. 2025-11-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 THEIS LANE AND SOUTH CHERRY STREET, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Eighty Three Thousand Six Hundred and Fifteen Dollars (\$83,615.00) found by the Board to be required or suitable to promote a new business development by Theis Lane and South Cherry Street, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Eighty Three Thousand Six Hundred and Fifteen Dollars (\$83,615.00) to Theis Lane and South Cherry Street, LLC, in accordance with an economic development agreement by and between the TEDC and Theis Lane and South Cherry Street, LLC, to promote and develop a new or expanded business enterprises, to be located at the corner of Theis Lane and South Cherry Street, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution



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

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# Regular City Council Agenda Item Data Sheet

Meeting Date: April 21, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2025-12-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 Innersculpt Studio, LLC, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

**Background:**

On March 4, 2025, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an economic development performance agreement with Innersculpt Studio, LLC for rental assistance for new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

**Origination:** Tomball Economic Development Corporation Board of Directors

**Recommendation:** Approval of Resolution No. 2025-12-TEDC, Second Reading

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

**FUNDING (IF APPLICABLE)**

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

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

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

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



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** Innersculpt Studio, LLC

**ITEM TYPE:** Action

The Tomball Economic Development Corporation has received a request from Brennan Cross, Owner, of Innersculpt Studio, LLC for funding assistance through the TEDC's Rental Incentive Program for a new Pilates Fitness Studio.

Ms. Cross plans to open a fitness studio where residence can focus on their health and well-being thru Pilates. Innersculpt Studio plans to locate their business at 1417 Graham Drive, Suite 600, Tomball, Texas 77375. The space is approximately 1,600 square feet located in the new Headquarters TOO development.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$4,400.00 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

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.

# Innersculpt Studio

1417 Graham Dr. Ste 600, Tomball, TX 77375

Innersculptstudio.com

February 26<sup>th</sup> 2025

Tiffiani Wooten, CECD  
Assistant Director  
Tomball Economic Development Corporation

Dear Tiffani,

I am thrilled to announce the upcoming opening of Innersculpt Studio in Tomball, TX. As a local entrepreneur, I am excited to bring a dedicated wellness space to the community where residents can focus on their health and well-being through Pilates. Our studio will offer a variety of classes, from group sessions to private instruction, catering to all fitness levels, and fostering an atmosphere of support and empowerment for all participants.

Our mission goes beyond just fitness—we're deeply committed to becoming an active part of Tomball's growing community. We intend to connect with local organizations, engage in community wellness initiatives, and create a space where neighbors can come together to improve their physical health while forming lasting relationships.

Opening a new business comes with many initial expenses, and we are seeking the Rental Incentive Grant to help us offset some of these costs. With this funding, we will be able to invest in high-quality equipment, create local job opportunities, and ensure that our studio is well-equipped to provide top-notch service to our future clients.

We are grateful for the opportunity to apply for this grant and look forward to contributing to Tomball's economic vitality. We believe Innersculpt Studio will be a valuable addition to the city's thriving business community, and we are eager to be a part of its continued success.

Thank you for your time and consideration.

Sincerely,

Brennan Cross  
Owner  
Innersculpt Studio

# TOMBALL

ECONOMIC DEVELOPMENT CORP.

## NEW BUSINESS RENTAL INCENTIVE PROGRAM

### PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball 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: Innersculpt Studio

Current Business Physical Address: 971 Reverend B J Lewis Dr

City, State & Zip Houston TX 77060

Mailing Address: 971 Reverend B J Lewis Dr

City, State & Zip Houston TX 77060

Business Phone: 281-702-0472

Business Website: innersculptstudio.com

Business Owner Name: Brennan Cross

Applicant's Name (if different): \_\_\_\_\_

Position /Title: Owner

Phone and Email: 281-702-0472 / brennan@innersculptstudio.com

Nature of Business: Pilates Studio

NAICS Code: 713940

Legal Form of Business:

- |   |                             |
|---|-----------------------------|
| <input type="checkbox"/> Sole Proprietor                      | Days and Hours of Operation |
| <input type="checkbox"/> Partnership Number of Partners _____ | Days Open: <u>Mon-Sun</u>   |
| <input type="checkbox"/> Corporation                          | Hours Open: <u>5am-8pm</u>  |
| <input checked="" type="checkbox"/> Limited Liability Corp    |                             |
| <input type="checkbox"/> Other _____                          |                             |

Business Start/Opening Date May 2025

**Employees**

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 1

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

No ☐ Yes ☐ (please explain)

**Moving and Space Improvement Cost and Funding Information**

Investment Data

Tenant Space Improvement (finish)	\$ <u>10,000.00</u>
Landlord Space Improvement (finish)	\$ <u>60,000.00</u>
Equipment and Display	\$ <u>25,000.00</u>
Product Stock (for Opening)	\$ <u>5,000.00</u>
Marketing (First Year)	\$ <u>5,000.00</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>45,000.00</u>
Funds from other sources*	\$ <u>10,000.00</u>
Total estimated cost to move/expand	\$ <u>55,000.00</u>

\* Source of Funding and Amounts Personal money and loans

**New Lease Property Information**

Address of space to be leased: 1417 Graham Dr Tomball, TX 77375

Total amount of square feet to be leased and occupied: 1600

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 4,400 per month \$ 2.75 per s.f.

Additional lease terms and other monthly charges: NNN charges additional \$0.67 sqft per month

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.

As a new Pilates studio, securing the appropriate space and setting up operations presents significant upfront financial challenges. The rent subsidy through the Rental Incentive Program would be crucial factor in helping me establish and sustain my business during the critical first year of operations. The first year of any new business involves building a client base, brand recognition, and generating consistent revenue. During this time, operating costs can be high while income is typically slower to ramp up. The 25% rent reduction would provide essential financial relief, allowing me to allocate resources toward attracting and retaining clients through targeted marketing, purchasing necessary equipment, and hiring skilled instructors. Additionally, the subsidy would allow me to offer competitive pricing to make Pilates more accessible to the local community, while still maintaining a sustainable business model. Without the support, the financial strain of covering rent, especially during the early months could jeopardize the stability and long-term success of the studio.

Ultimately, the rent subsidy will help me create a solid foundation for the business, leading to job creation, community engagement, and a positive economic impact as the studio grows and becomes a key part of the local wellness scene.

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:

I was born and raised in Tomball, attending local schools and growing up surrounded by a supportive community. Having spent my childhood here, I've developed a deep connection to the area and a strong desire to contribute to its growth.

My Pilates studio will be a valuable addition to the community, enhancing the area by promoting health, wellness and a sense of connection among local residents. The response from the local community has already been overwhelming - when I posted about the studio on a local Tomball Facebook group, it received nearly 200 comments and over 230 likes from residents expressing their excitement and support for bringing a Pilates studio to the area. This outpouring of interest demonstrates a clear demand for this type of wellness offering in Tomball and reinforces the belief that the studio will fill a significant gap in the local market. In addition, I plan to collaborate with nearby businesses to foster cross-promotions, such as joint events or special offers for members of both businesses.

This will strengthen the local economy and create a network of like-minded businesses that support one another. This studio will also generate local job opportunities for instructors, front desk staff, and other positions contributing to the area's economic growth. The strong local interest I've already seen is a testament to the positive impact this business will have on Tomball, helping to make it an even more attractive place to work, live and visit.

## 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.

**Brennan Cross**



Printed Name of Principal Owner

Signature

**2-18-2025**

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@tomballxedc.org](mailto:kviolette@tomballxedc.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: 1417 Graham Drive, Tomball, TX 77375

Property Owner of Record: Headquarters TOO LLC

Mailing Address: 1431 Graham Drive Suite 175

City, State & Zip Tomball, TX 77375

Phone: 7139991927 Email: peter@tpc-re.com

Name(s) of Authorized Signatories: Peter, Devin, and Mark Licata

Name of Management Company: TPC Real Estate

Name of Representative/Contact Person: Peter Licata

Management Company Address: 1431 Graham Drive Suite 175

City, State & Zip Tomball, TX 77375

Phone: 7139991927 Email: peter@tpc-re.com

Name of proposed business at site:

Innersculpt Studio

Name of business owner:

Brennan Cross

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

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**SITE & LEASE INFORMATION**

Total amount of square feet to be leased and occupied by business: 1600

Term of lease: 5 years

Gross rental rate \$ 4,400 per month \$ 2.75 per s.f.

Additional lease terms and other monthly charges: NNN charges will be additional charges

They are estimated at \$0.67 sqft per month

Indicate any rate increases: \_\_\_\_\_

Is the subject space currently vacant? Yes ☒ No ☐

If yes, how long has the space been vacant? 12 months

Name of previous tenant: N/A

Previous Rental Rate: \$ N/A Per Month \$ N/A 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.

**Headquarters TOO LLC**



Printed Name of Property Owner/Landlord

Signature

**2-22-25**

Date



## COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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**REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT** 1417 Graham Drive,  
Tomball, TX

**NOTICE:** These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

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- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:

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## COMMERCIAL LEASE GUARANTY

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**GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT** 1417 Graham Drive,  
Suite 300, Tomball TX 77375 **between**  
Headquarters TOO LLC **(Landlord) and**  
**(Tenant).**

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantor will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is also responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:

**Guarantor:**

Signature:

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

SS# or Tax ID#: \_\_\_\_\_

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

**Witness:**

**Guarantor:**

Signature:

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

SS# or Tax ID#: \_\_\_\_\_

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

**Witness:**



## COMMERCIAL LEASE CONSTRUCTION ADDENDUM (Tenant to Complete Construction)

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### ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Suite 300, Tomball TX 77375

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

- A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective upon lease execution for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.
- B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost to construct the improvements in an amount that does not exceed \$75,000.00

C. Approval of Plans:

- (1) Not later than 05/01/2025, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.
- (2) Within 10 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.
- (3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 15 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by \_\_\_\_\_, and:  
(a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or

(b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within \_\_\_\_\_ days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:

- (a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
- (b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
- (c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before 07/01/2025.

Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (c) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or \_\_\_\_\_ days. If a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.



- (2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.
- (3) The supervising person is \_\_\_\_\_. The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

H. No Liens:

- (1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.
- (2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
- (a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
  - (b) obtain any required certificate of occupancy; and
  - (c) commence business in the leased premises.
- (3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.
- (4) Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.

- I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: \_\_\_\_\_

J. Insurance:

- (1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.
- (2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:
- ☒ (a) workman compensation claims and other employee benefit acts in an amount not less than \$250,000 \_\_\_\_\_ per occurrence;
  - ☒ (b) claims for damages from bodily injury or death to employees and others in an amount not less than \$250,000 \_\_\_\_\_ per person and \$1,000,000 \_\_\_\_\_ per occurrence; and

☒ (c) property damage in an amount not less than \$150,000 per occurrence.

(3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontractor(s).

(4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:

(a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or

(b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: *(If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A commences].)*

Tenant Improvement Allowance paid to Tenant once Tenant receives their Certificate of Occupancy, and delivers final lien waivers to Landlord.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By (signature):

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## COMMERCIAL LEASE

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CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Tomball, TX 77375  
between Headquarters TOO LLC (Landlord)  
and \_\_\_\_\_ (Tenant).

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(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: Headquarters TOO LLC; and  
Tenant: \_\_\_\_\_.

### 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 300 containing approximately 1875 square feet of rentable area ("rsf") in 1417 Graham Drive (*project name*) at 1417 Graham Drive (*address*) in Tomball (*city*), Harris (*county*), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows:

\_\_\_\_\_  
\_\_\_\_\_

☐ (2) Single-Tenant Property: The real property containing approximately \_\_\_\_\_ square feet of rentable area ("rsf") at: \_\_\_\_\_ (*address*) in \_\_\_\_\_ (*city*), \_\_\_\_\_ (*county*), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

B. If Paragraph 2A(1) applies:

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

### 3. TERM:

A. Term: The term of this lease is 60 months and 0 days, commencing on:

03/01/2025 (Commencement Date) and ending on

02/28/2030 (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 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 30 \_\_\_\_\_ 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 \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot <i>(optional)</i>		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
03/01/2025	02/28/2030	2.75 / rsf / month	33.00 / rsf / year	5,156.25
		/ 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 03/01/2025

First month's rent is prepaid and will be applied to rent for 09/01/2025

- 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: Appfolio

Address: Online; Appfolio



- 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 \$100 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 12.09 %.
- (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.

- (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 ☒ pro rata of water, and dumpster.

- (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 15,500 \_\_\_\_\_ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.67 / rsf / month	8.00 / 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.

## 5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$6,406.25 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.)*

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(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 type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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" mean 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.



☐ (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: Pilates Studio

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 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*): minimum of 5 days a week, 8 hours per day
- 
- 

## 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) any activity other than their permitted use
- 
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

## 11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

## 12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

## 13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

## 14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

## 15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

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 type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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.

- 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 stationery, 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.
- 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: TPC Real Estate Copr

Cooperating Broker: NA

Agent: Peter Licata

Agent: Taylor Lovitt

Address:

Address:

Phone & Fax:

Phone & Fax:

E-mail:

E-mail:

License No.:

License No.:

Principal Broker: (Check only one box)

Cooperating Broker represents Tenant.

☒ represents Landlord only.

☐ represents Tenant only.

☐ is an intermediary between Landlord and 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: Headquarters TOO LLC

Address: 1431 Graham, Ste 175, Tomball, TX 77375

Attention: TPC Real Estate

Fax:

and a copy to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Landlord also consents to receive notices by e-mail at: PETER@TPC-RE.COM

Tenant at the leased premises,

and to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

and a copy to:

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

☒ Tenant also consents to receive notices by e-mail at: \_\_\_\_\_

**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.

- 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: License Holder owns more than 10% of  
property.

**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:** Headquarters TOO LLC

**Tenant:**

By:

By (signature):

Printed Name:

Title: Date:

By:

By (signature):

Printed Name:

Title: Date:

By:

By (signature):

Printed Name:

Title: Date:

By:

By (signature):

Printed Name:

Title: Date:

## AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Innersculpt Studio, LLC** (the “Company”), 971 Reverend B J Lewis Dr., Houston, TX 77060.

### WITNESSETH:

**WHEREAS**, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

**WHEREAS**, the Company proposes to lease a 1,600 square foot existing commercial space located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

**WHEREAS**, the Company proposes to open a Pilates Fitness Studio at the Property; and

**WHEREAS**, the Company proposes to create Two (2) 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 the Two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus  $\frac{1}{2}\%$  per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

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

7.

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

If to City:

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

If to Company:

Innersculpt Studio, LLC  
1417 Graham Drive, Suite 600  
Tomball, TX 77375  
Attn: Brennan Cross, Owner

8.

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



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 \_\_\_\_\_ 2025 (the “Effective Date”).

**INNERSCULPT STUDIO, LLC**

By: \_\_\_\_\_

Name: Brennan Cross

Title: Owner

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TOMBALL ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: \_\_\_\_\_

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_ 2025, by Brennan Cross, Owner of Innersculpt Studio, LLC, for and on behalf of said company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

(SEAL)

**ACKNOWLEDGMENT**

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the \_4th\_ day of \_March\_ 2025, 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**

Property Address: 1417 Graham Drive, Suite 600, Tomball, TX 77375

DRAFT

## RESOLUTION NO. 2025-12-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 INNERSCULPT STUDIO, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Innersculpt Studio, LLC; and

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

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

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), to Innersculpt Studio, LLC, in accordance with an economic development agreement by and between the TEDC and Innersculpt Studio, LLC to promote and develop a new or expanded business enterprise, to be located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375.

**Section 3.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to

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

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of  
\_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve, on Second Reading, Resolution No. 2025-13-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 City of Tomball to make direct incentives to, or expenditures for, the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,500,000.00.

#### Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project". At its meeting on March 4, 2024 the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with the City of Tomball, for the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

**Origination:** David Esquivel, City Manager, City of Tomball

#### Recommendation:

Approval of the proposed Economic Development Agreement with the City of Tomball

**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: Yes      No: \_\_\_\_\_ If yes, specify Account Number: # Main Street Rebuild  
(Upsizing of Trees)

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

Signed	<u>Kelly Violette</u>	Approved by	_____
	Executive Director-TEDC		City Manager
	Date		Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** City of Tomball – Main Street Rebuild Tree Upsizing

**ITEM TYPE:** Action

The TEDC received the attached request letter from David Esquivel, City Manager, requesting one-time funding assistance for the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild Project. This expenditure was discussed during the TEDC FY 2025 Budget process and has been included in the adopted budget.

This is an eligible project under the legislation that governs Type B sales tax corporations. If approved as a Project of the TEDC, it will go to the city council for final approval by resolution.





# City of Tomball

*Lori Klein Quinn*  
Mayor

*David Esquivel, PE*  
City Manager

February 10, 2025

Kelly Violette, Executive Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, Texas 77375

RE: Main Street Rebuild Funding Request

Kelly,

As discussed during the fiscal year budget meeting, the City of Tomball is requesting financial assistance from the Tomball Economic Development Corporation for the Main Street Rebuild project. Financial assistance is being requested to support utility relocations and the enhancement of trees along the entire corridor in preparation for the upcoming TxDOT project.

The City is requesting a contribution of \$2,500,000 for FY 2025, which was allocated during the budget process.

The City has already allocated \$3,159,700 towards the project and is seeking \$2,500,000 in the current fiscal year to assist specifically with utility relocations and the enhancement of trees, as detailed below. The total estimated cost of the utility relocations is \$4 million, and the City will make requests for funding in future years for the remaining amounts of that project.

Project Element	Requested Amount	Occurrence
Utility Relocation	\$1,000,000 (out of \$4,000,000)	Recurring (estimated for 3 years)
Upsizing of Trees	\$1,500,000	One-time
<b>Total Requested Amount: \$2,500,000</b>		

Please let me know if you need any additional information regarding this project and the City's funding request.

Sincerely,

David Esquivel  
City Manager

**February 26, 2025**

**The Honorable Mayor and City Council  
City of Tomball  
401 West Market Street  
Tomball, Texas 77375**

**Re: Letter of Agreement for Funding of Upsizing of Trees on Main Street**

**Dear Mayor and Councilmembers:**

The City of Tomball (the “City”), by letter dated February 10, 2025 (the “Request Letter”), which is attached hereto as “Exhibit A”, requested financial assistance from the Tomball Economic Development Corporation (the “TEDC”) for the upsizing of street trees in conjunction with the FM 2920 Main Street Reconstruction Project (the “Project”). Through the Request Letter, the City has requested that the TEDC provide One Million Five Hundred Thousand Dollars (\$1,500,000) to fund the upsizing of the trees for the Project (the “Funds”).

**The TEDC hereby agrees to provide the Funds subject to the City’s acknowledgement and compliance with the following conditions:**

1. The transfer of Funds contemplated in this Letter of Agreement are subject to all applicable rules associated with a project of the TEDC as provided in Chapter 505 of the Texas Local Government Code;
2. The Funds shall be deposited in a City account dedicated to the Project and shall not be commingled with any other City funds;
3. The Funds shall only be used for the Project as provided herein;
4. The City shall keep a complete and accurate accounting of all expenditures of the Funds and make such records available to the TEDC; and
5. In the event the total amount of the Funds transferred by the TEDC to the City are not used to fund the upsizing of trees for the Project as provided herein, then upon completion of the Project, the City shall remit the remaining portion of the Funds to the TEDC.

If the above terms and conditions are acceptable to the City, please have an authorized officer of the City sign below acknowledging the City’s agreement and return this Letter of Agreement to the undersigned. Upon receipt of this signed Letter of Agreement, the TEDC’s Treasurer will be directed to transfer the Funds as provided above.

**Yours very truly,**

**By:** \_\_\_\_\_  
**Gretchen Fagan, President**  
**Board of Directors**

**AGREED AND ACCEPTED:**

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
**Lori Klein Quinn, Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

**DATE:**

\_\_\_\_\_

**EXHIBIT A: City's Request for Funding**

**RESOLUTION NO. 2025-13-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 CITY OF TOMBALL, TEXAS TO MAKE  
DIRECT INCENTIVES TO, OR EXPENDITURES FOR, THE UPSIZING  
OF TREES IN CONJUNCTION WITH THE FM 2920/MAIN STREET  
REBUILD PROJECT.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Million and Five Hundred Thousand Dollars (\$1,500,000.00) found by the Board to be required or suitable for the upsizing of trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas; 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 is authorized by Section 505.152 and 505.154 of the Act; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Million and Five Hundred Thousand Dollars (\$1,500,000.00) to the City of Tomball, in accordance with an economic development agreement by and between the TEDC and The City of Tomball, to make direct incentives to, or expenditures for, the upsizing of trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas.

**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, whether there be one or more parts.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 202\_.

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

ATTEST:

\_\_\_\_\_  
City Secretary

# City Council Meeting Agenda Item Data Sheet

**Meeting Date:** April 21, 2025

**Topic:**

Approve, on Second Reading, Resolution No. 2025-14-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 City of Tomball to make direct incentives to, or expenditures for, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,000,000.00.

### Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project". At its meeting on March 4, 2025 the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with the City of Tomball, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

**Origination:** David Esquivel, City Manager, City of Tomball

### Recommendation:

## Approval of the proposed Economic Development Agreement with the City of Tomball

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

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

Signed	<u>Kelly Violette</u>		Approved by	<u></u>	
	Executive Director-TEDC	Date		City Manager	Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** FM 2920/Main Street Rebuild Utility Relocation

**ITEM TYPE:** Action

The TEDC received the attached request letter from David Esquivel, City Manager, requesting funding assistance for Phase I Utility Relocations (water, sewer, and gas) associated with the FM 2920/Main Street Rebuild Project. In the letter, the City of Tomball requests \$1,000,000 out of the FY 2025 TEDC Budget with the intent to request an additional \$3,000,000 over the next three years to complete the utility relocations.

This expenditure was discussed during the TEDC FY 2025 Budget process and has been included in the adopted budget.

This is an eligible project under the legislation that governs Type B sales tax corporations. If approved as a Project of the TEDC, it will go to the city council for final approval by resolution.





# City of Tomball

*Lori Klein Quinn*  
Mayor

*David Esquivel, PE*  
City Manager

February 10, 2025

Kelly Violette, Executive Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, Texas 77375

RE: Main Street Rebuild Funding Request

Kelly,

As discussed during the fiscal year budget meeting, the City of Tomball is requesting financial assistance from the Tomball Economic Development Corporation for the Main Street Rebuild project. Financial assistance is being requested to support utility relocations and the enhancement of trees along the entire corridor in preparation for the upcoming TxDOT project.

The City is requesting a contribution of \$2,500,000 for FY 2025, which was allocated during the budget process.

The City has already allocated \$3,159,700 towards the project and is seeking \$2,500,000 in the current fiscal year to assist specifically with utility relocations and the enhancement of trees, as detailed below. The total estimated cost of the utility relocations is \$4 million, and the City will make requests for funding in future years for the remaining amounts of that project.

Project Element	Requested Amount	Occurrence
Utility Relocation	\$1,000,000 (out of \$4,000,000)	Recurring (estimated for 3 years)
Upsizing of Trees	\$1,500,000	One-time
<b>Total Requested Amount: \$2,500,000</b>		

Please let me know if you need any additional information regarding this project and the City's funding request.

Sincerely,

David Esquivel  
City Manager

**February 26, 2025**

**The Honorable Mayor and City Council  
City of Tomball  
401 West Market Street  
Tomball, Texas 77375**

**Re: Letter of Agreement for Funding of Main Street Utility Relocations**

**Dear Mayor and Councilmembers:**

The City of Tomball (the “City”), by letter dated February 10, 2025 (the “Request Letter”), which is attached hereto as “Exhibit A”, requested financial assistance from the Tomball Economic Development Corporation (the “TEDC”) for the relocation of city utilities (water, sewer, and gas) in conjunction with the FM 2920 Main Street Reconstruction Project (the “Project”). Through the Request Letter, the City has requested that the TEDC provide One Million Dollars (\$1,000,000) to fund a portion of the utility relocations for the Project (the “Funds”).

**The TEDC hereby agrees to provide the Funds subject to the City’s acknowledgement and compliance with the following conditions:**

1. The transfer of Funds contemplated in this Letter of Agreement are subject to all applicable rules associated with a project of the TEDC as provided in Chapter 505 of the Texas Local Government Code;
2. The Funds shall be deposited in a separate TEDC account dedicated to the Project and shall not be commingled with any other TEDC funds;
3. The City may request the funds from the TEDC as it incurs expenses related to the design and/or construction of the Project;
4. The Funds shall only be used for the Project as provided herein;
5. The City shall keep a complete and accurate accounting of all expenditures of the Funds and make such records available to the TEDC; and
6. In the event the total amount of the Funds transferred by the TEDC to the City are not used to fund the utility relocations for the Project as provided herein, then upon completion of the Project, the City shall remit the remaining portion of the Funds to the TEDC.

If the above terms and conditions are acceptable to the City, please have an authorized officer of the City sign below acknowledging the City's agreement and return this Letter of Agreement to the undersigned. Upon receipt of this signed Letter of Agreement, the TEDC's Treasurer will be directed to transfer the Funds as provided above.

**Yours very truly,**

**By:**

\_\_\_\_\_  
**Gretchen Fagan, President  
Board of Directors**

**AGREED AND ACCEPTED:**

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
**Lori Klein Quinn, Mayor**

**ATTEST:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**EXHIBIT A: City's Request for Funding**

**RESOLUTION NO. 2025-14-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 CITY OF TOMBALL, TEXAS TO MAKE  
DIRECT INCENTIVES TO, OR EXPENDITURES FOR, THE  
RELOCATION OF CITY UTILITIES IN CONJUNCTION WITH THE FM  
2920/MAIN STREET REBUILD PROJECT LOCATED IN THE CITY OF  
TOMBALL, TEXAS.**

\* \* \* \* \*

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

**WHEREAS**, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of One Million Dollars (\$1,000,000.00) found by the Board to be required or suitable for the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas; 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 is authorized by Section 505.152 and 505.154 of the Act; now, therefore,

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

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

**Section 2.** The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of One Million Dollars (\$1,000,000.00) to the City of Tomball, in accordance with an economic development agreement by and between the TEDC and The City of Tomball, to make direct incentives to, or expenditures for, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project.

**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, whether there be one or more parts.

**PASSED AND APPROVED** on first reading this \_\_\_\_ day of \_\_\_\_\_, 202\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_ day of \_\_\_\_\_, 202\_.

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

ATTEST:

\_\_\_\_\_  
City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve, on Second Reading, Resolution No. 2025-15-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 City of Tomball to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$20,000,000.00.

#### Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project". At its meeting on March 4, 2025 the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with the City of Tomball, for improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

**Origination:** David Esquivel, City Manager, City of Tomball

#### Recommendation:

Approval of the proposed Economic Development Agreement with the City of Tomball

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

#### FUNDING (IF APPLICABLE)

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

Yes: ☒ No: ☐ If yes, specify Account Number: # City Debt Service\_  
Southside Sewer Plant  
Expansion (2025)

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

Signed Kelly Violette Approved by \_\_\_\_\_  
Executive Director-TEDC Date City Manager Date



**TO:** Honorable Mayor and City Council

**FROM:** Kelly Violette  
Executive Director

**MEETING DATE:** March 17, 2025

**SUBJECT:** City of Tomball – Southside Sewer Plant Expansion (2025)

**ITEM TYPE:** Action

The TEDC received the attached debt service contribution request from David Esquivel, City Manager, for funding assistance for the City’s South Wastewater Treatment Plant Expansion Project. The total estimated project cost is over \$70,000,000.

The TEDC previously approved and funded \$415,000 towards the design of the project. As indicated in the request letter, the city has and will continue to issue debt to finance the project over the next several years. This funding request is for an annual debt service payment of \$1,000,000 for the next 20 years. Additionally, the agreement consolidates the TEDC’s existing Debt Service agreements into one document.

This expenditure was discussed during the TEDC FY 2025 Budget process and has been included in the adopted budget.

This is an eligible project under the legislation that governs Type B sales tax corporations. If approved as a Project of the TEDC, it will go to the city council for final approval by resolution. This is an eligible project under the legislation that governs Type B sales tax corporations. If approved as a Project of the TEDC, it will go to the city council for final approval by resolution.





# City of Tomball

*Lori Klein Quinn*  
Mayor

*David Esquivel, PE*  
City Manager

February 10, 2025

Kelly Violette, Executive Director  
Tomball Economic Development Corporation  
29201 Quinn Road, Suite B  
Tomball, Texas 77375

RE: Debt Service Contribution Request

Kelly,

As discussed in the fiscal year budget meeting, the City of Tomball is requesting financial assistance from the Tomball Economic Development Corporation to support debt service contributions for financing of the South Wastewater Treatment Plant expansion. This project is currently estimated to cost \$70,432,404 to complete. The City has and will continue to issue debt to finance the project over the next few years. The City is requesting an annual contribution of \$1,000,000 for the next 20 years to assist with debt payments related to this expansion.

This request comes at a time when the City is making a tremendous investment in infrastructure improvements related to growth. An estimated \$120 million will be invested by the City over the next 5 years. A comprehensive list of the major debt funded projects planned by the City is below.

Project	Bonded Amount
N. Sycamore Parking Lot	\$959,916.95
N. Elm Street Parking Lot	\$984,897.00
Telge Easement Acquisition	\$1,500,000.00
Pine Street EST Rehabilitation	\$293,276.31
Pine Street Well #2 Rehabilitation	\$440,560.00
East Water Plant	\$19,546,000
Baker Drive Water Plant	\$10,179,000
FM 2920 Lift Station Consolidation	\$15,474,100
South Wastewater Treatment Expansion	\$70,432,404
<b>Total Bond Issuances:</b>	<b>\$119,812,154.26</b>

Please let me know if you need any additional information regarding this project and the City's funding request.

Sincerely,

David Esquivel  
City Manager



WHEREAS, the TEDC hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

WHEREAS, the City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the City and TEDC agree as follows:

### **SECTION 1: PRIOR AGREEMENTS**

- A. All terms, conditions, and obligations set forth in prior agreements as adopted by Resolution 2013-12 (**EXHIBIT A**) AND 2016-15 (**EXHIBIT B**) are incorporated into this Agreement unless expressly modified herein.
- B. In the event of a conflict between this Agreement and those prior agreements adopted by Resolutions 2013-12 and 2016-15, this Agreement supersedes the prior agreements.

### **SECTION 2: TEDC ANNUAL PAYMENT TO THE CITY**

- A. TEDC agrees to contribute an annual payment to the City as outlined in the TEDC Payment Schedule (**EXHIBIT C**). The TEDC Payment Schedule includes payments previously agreed to in Resolutions 2013-12 and 2016-25, and an additional payment for the South Wastewater Treatment Plant Expansion.
- B. TEDC agrees to make the annual payments no later than September 30 of each year a payment is due beginning with the payment due in 2025 in accordance with the TEDC Payment Schedule.

### **SECTION 3: RESPONSIBILITIES OF THE CITY**

- A. The City shall oversee the design, permitting, and construction of the South Wastewater Treatment Plant expansion.
- B. The City shall provide TEDC with periodic reports on the progress of the project, including financial statements detailing the application of funds provided by TEDC.
- C. The City shall ensure that all improvements funded under this Agreement comply with applicable laws and regulations.

#### **SECTION 4: RESPONSIBILITIES OF THE TEDC**

- A. The TEDC shall provide the payments specified in Section 2 in accordance with the terms of this Agreement.
- B. TEDC shall have the right to request financial and project progress reports from the City to ensure that funds are being used in accordance with the intended purpose.

#### **SECTION 5: TERM AND TERMINATION**

- A. This Agreement shall remain in effect until all obligations under Section 2 have been fulfilled unless earlier terminated by mutual written agreement of the Parties.
- B. In the event of a material breach of this Agreement by either Party, the non-breaching Party shall provide written notice to the breaching Party specifying the nature of the breach. The breaching Party shall have thirty (30) days to cure the breach. If the breach is not cured within such time, the non-breaching Party may terminate this Agreement upon written notice.

#### **SECTION 6: GENERAL PROVISIONS**

- A. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- B. Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- C. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to its subject matter.
- D. Amendments: This Agreement may not be amended except by a written instrument executed by both Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF TOMBALL, TEXAS

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

## **EXHIBIT A**

**RESOLUTION NO. 2013-12**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,  
TEXAS APPROVING AN AGREEMENT REGARDING THE  
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF  
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION**

<b>THE STATE OF TEXAS</b>	<b>§</b>
<b>COUNTIES OF HARRIS AND MONTGOMERY</b>	<b>§</b>
<b>CITY OF TOMBALL</b>	<b>§</b>

**WHEREAS**, the City of Tomball, Texas (the “City”) and the Tomball Economic Development Corporation (the “Corporation”) wish to proceed with the following: the construction and equipment of streets and traffic signals, the construction of storm sewer and drainage improvements, including improvements to the M-118 drainage channel and detention pond, and the construction of improvements to the City’s water, sewer, and gas utility facilities, all of which infrastructure improvement projects will serve the Tomball Business and Technology Park (collectively, the “Project”); and

**WHEREAS**, the City and Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Certificates of Obligation (the “Certificates”) and for the Corporation to make the principal and interest payments on the Certificates associated with the Project;

**WHEREAS**, the City and the Corporation wish to enter into an agreement to set forth the terms and conditions for the City’s issuance of the Certificates and the Corporation’s payments of principal and interest on the Certificates; Now Therefore,

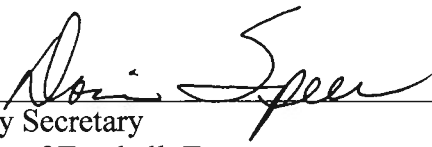
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL,  
TEXAS:**


Section 1: The City Council hereby approves the Agreement Regarding the Construction of Improvements between the City and the Corporation in substantially the form attached hereto as **Exhibit A** (the “Agreement”), with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City.

[Execution Page to Follow]

PASSED, APPROVED AND EFFECTIVE on the 18<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

  
\_\_\_\_\_  
Mayor  
City of Tomball, Texas

[SEAL]



This Agreement Regarding the Construction of Improvements (the "Agreement") is entered into as of the 18<sup>th</sup> day of February, 2013, between the CITY OF TOMBALL, TEXAS, a home rule municipality situated in Harris and Montgomery Counties, Texas (the "City") and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the "Corporation") created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (formerly Article 5190.6, Vernon's Texas Revised Civil Statutes) (the "Act").

At an election held within the City on January 15, 1994, the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the “Additional Sales Tax”) as authorized by the Act for economic development purposes.

The Corporation was formed pursuant to the Act for the purpose, among others, of financing projects authorized by the Act. Pursuant to the provisions of the Act, the City collects the Additional Sales Tax and pays it to the Corporation.

Having complied with the legal prerequisites for undertaking the following project under the Act, the City and the Corporation now wish to proceed with: the construction and equipment of streets and traffic signals, the construction of storm sewer and drainage improvements, including improvements to the M-118 drainage channel and detention pond, and the construction of improvements to the City's water, sewer, and gas utility facilities, all of which infrastructure improvement projects will serve the Tomball Business and Technology Park (collectively, the "Project").

The Corporation hereby finds, determines and declares that the Project is an authorized project of the Corporation under the Act that is for the creation or retention of primary jobs and required or suitable for the development, retention and expansion of manufacturing facilities, recycling facilities, distribution centers, small warehouse, regional and corporate headquarters facilities, and primary training facilities for use by institutions of higher education, and that the expenditures on the Project are required or suitable for infrastructure necessary to promote new or expanded business enterprises.

The City and the Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Certificates of Obligation, Series 2013 (the “Certificates”) in the aggregate principal amount of approximately \$8,500,000 for the

purpose of the Project, and with the agreement of the Corporation to make payments to the City from the Additional Sales Tax in amounts sufficient to pay the debt service on the Certificates as and when it becomes due, all as more specifically detailed in the schedule described in Section 1.04(b) of this Agreement.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

## AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

### ARTICLE I

#### THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

#### Section 1.02 Construction of the Project.

(a) The Corporation in consultation with the City agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Projects, which costs shall be payable from funds to be paid by the Corporation. Copies of all such plans and specifications shall be provided to the City for review and approval prior to the commencement of the procurement process.

(b) The City agrees to contract with all individuals or entities necessary to complete the Projects in accordance with the plans, specifications and other construction documents. The Corporation and the City will jointly provide all construction and contract management services in connection with the construction of the Project. The public infrastructure improvements being financed with the Certificates will be owned by the City.

(c) To the extent allowed by law, drainage impact fees will be waived for the entire 120.8081 acre Tomball Business and Technology Park site as depicted on the Final Plat of Tomball Business and Technology Park.

(d) The costs of constructing the Project shall be payable from Certificate proceeds or other funds to be paid by the Corporation. The Corporation shall be responsible for and pay any

and all costs associated with the Project in excess of the Certificate proceeds allocated to the Project.

Section 1.03 Issuance of the Certificates. Subject to applicable legal restrictions, the City agrees to issue and sell the Certificates and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Project and the costs of issuing the Certificates.

Section 1.04 Use of Additional Sales Tax. (a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts sufficient to pay the principal of and interest on the Certificates and any bonds issued to refund the Certificates when due. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation.

(b) The City will provide the Corporation with a schedule of the principal and interest payments due on the Certificates issued for the Project upon the pricing of the Certificates. The Corporation agrees to pay to the City amounts sufficient to make each such principal and interest payment at least fifteen (15) days before such payment is due. Upon delivery of such schedule to the Corporation, which receipt shall be acknowledged by the Corporation, the schedule shall be considered incorporated into this Agreement. Upon the issuance of any bonds refunding the Certificates, the City will provide the Corporation with a revised schedule of principal and interest payments.

(c) The Corporation agrees that it will maintain an unencumbered fund balance of not less than \$2,000,000 at all times during the term of this Agreement.

(d) The Corporation agrees that during the term of this Agreement it will not borrow any money, issue any bonds or notes without the written approval of the City.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from the date of execution hereof until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any


reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]

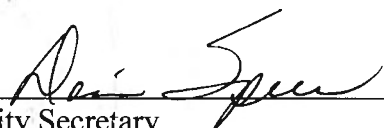
Exhibit A

EXECUTED in multiple counterparts as of the date first written above.

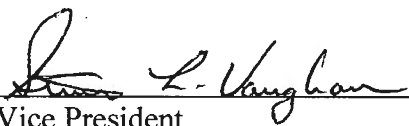
CITY OF TOMBALL, TEXAS

By:   
Mayor

ATTEST:

By:   
City Secretary

TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION

By:   
Vice President

ATTEST:

By:   
Secretary

Exhibit A

**SCHEDULE I**

**DEBT SERVICE SCHEDULE FOR THE CERTIFICATES**

## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS                                 \$  
COUNTIES OF HARRIS AND MONTGOMERY     \$  
CITY OF TOMBALL                                  \$

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

1. The City Council of City of Tomball, Texas convened in a special meeting on the 18<sup>th</sup> day of February, 2013, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Gretchen Fagan	Mayor
F.S. “Field” Hudgens	Council Member, Position #1
Mark Stoll	Council Member, Position #2
Rick Brown	Council Member, Position #3, Mayor Pro-Tem
Derek Townsend Sr.	Council Member, Position #4
Preston L. Dodson	Council Member, Position #5

and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

## RESOLUTION NO. 2013-12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,  
TEXAS APPROVING AN AGREEMENT REGARDING THE  
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF  
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC DEVELOPMENT  
CORPORATION

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

**AYES:** 5

NOES: 0

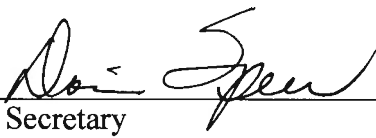
ABSTENTIONS: 0

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



the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED the 18<sup>th</sup> day of February, 2013.

  
\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

[SEAL]

## **EXHIBIT B**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TOMBALL, TEXAS APPROVING AN AGREEMENT REGARDING THE  
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF  
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION**

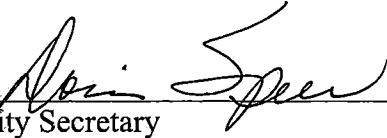
WHEREAS, the City of Tomball, Texas (the “City”) and the Tomball Economic Development Corporation (the “Corporation”) wish to proceed with the following: the acquisition of land for and the construction and equipment of an extension of Persimmon Street and Medical Complex Drive, including related storm sewer, drainage and water, sewer and gas utility improvements (collectively, the “Project”); and


WHEREAS, the City and the Corporation wish to enter into an agreement to set forth the terms and conditions for the City's issuance of the Certificates and the Corporation's payment of \$4,000,000 in principal amount of the Certificates; **Now Therefore,**

Section 1: The City Council hereby approves the Agreement Regarding the Construction of Improvements between the City and the Corporation in substantially the form attached hereto as **Exhibit A** (the "Agreement"), with such changes as may be approved by the City Manager, and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

[Execution Page to Follow]

**PASSED, APPROVED AND EFFECTIVE** on the 21st day of November, 2016.

  
\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

  
\_\_\_\_\_  
Mayor  
City of Tomball, Texas

[SEAL]

## AGREEMENT REGARDING THE CONSTRUCTION OF IMPROVEMENTS

This Agreement Regarding the Construction of Improvements (the “Agreement”) is entered into as of the 21st day of November, 2016, between the CITY OF TOMBALL, TEXAS, a home rule municipality situated in Harris and Montgomery Counties, Texas (the “City”) and the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, a non-profit economic development corporation (the “Corporation”) created and operating as a Type B corporation pursuant to the provisions of Chapters 501 and 505, Texas Local Government Code, as amended (formerly Article 5190.6, Vernon's Texas Revised Civil Statutes) (the “Act”).

At an election held within the City on January 15, 1994, the voters approved a proposition authorizing the levy and collection of a sales and use tax within the City at the rate of one-half of one percent (the “Additional Sales Tax”) as authorized by the Act for economic development purposes.

The City is a home rule municipality with a population of less than 20,000.

In accordance with the Act, the City and the Corporation now wish to proceed with the acquisition of land for and the construction and equipment of an extension of Persimmon Street and Medical Complex Drive, including related storm sewer, drainage and water, sewer and gas utility improvements (collectively, the “Project”).

The Corporation hereby finds, determines and declares that the Project is an authorized project of the Corporation under the Act that will promote or develop new or expanded business enterprises that create or retain primary jobs.

The City and the Corporation have determined that the most economical means of financing the costs of the Project is for the City to issue its Tax and Revenue Certificates of Obligation, Series 2016 (the “Certificates”), with the agreement of the Corporation to make payments to the City from the Additional Sales Tax in amounts sufficient to pay the \$4,000,000 in principal amount of the Certificates allocated to the EDC’s portion of the Project as and when it becomes due, all as more specifically detailed in the schedule described in Section 1.04(b) of this Agreement.

The Corporation hereby finds that this Agreement is for the benefit of the Corporation and that all payments made hereunder are for authorized project costs under the Act.

The City and the Corporation hereby find, determine, and declare that the respective meetings of the City Council of the City and the Board of Directors of the Corporation at which this Agreement was approved were open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Agreement, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

## AGREEMENT

For and in consideration of the respective promises and mutual covenants and benefits hereinafter set forth, the City and the Corporation agree as follows:

### ARTICLE I

#### THE PROJECTS

Section 1.01 Definitions, Declarations, Findings and Determinations. The definitions, declarations, determinations and findings contained in the recitals to this Agreement are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.02 Construction of the Project.

(a) The City agrees to prepare or cause to be prepared all plans and specifications required for the construction of the Project.

(b) The City agrees to contract with all individuals or entities necessary to complete the Project in accordance with the plans, specifications and other construction documents. The City will provide all construction and contract management services in connection with the construction of the Project. The public infrastructure improvements being financed with the Certificates will be owned by the City.

(c) The costs of constructing the Project shall be payable from Certificate proceeds or other funds to be paid by the Corporation.

Section 1.03 Issuance of the Certificates. Subject to applicable legal restrictions, the City agrees to issue and sell the Certificates and to use the applicable portion of the proceeds from the sale of the Certificates to pay the costs of the Project and the costs of issuing the Certificates.

Section 1.04 Use of Additional Sales Tax. (a) The Corporation agrees to use the Additional Sales Tax, and any interest earned thereon, to make payments to the City in amounts equal to the principal amount of the portion of the Certificates issued for the Project and any bonds issued to refund such portion of the Certificates when due as provided in Schedule I of this Agreement, which is incorporated herein for all purposes. Unless it receives the prior written consent of the City, the Corporation shall make such payments to the City prior to using the Additional Sales Tax, and any interest earned thereon, for any other lawful purposes of the Corporation.

(b) The Corporation agrees to pay to the City amounts sufficient to make each Project payment described in Schedule I at least fifteen (15) days before each principal payment on the Certificates or any bonds issued to refund the Certificates is due.

(c) The Corporation agrees that it will maintain an unencumbered fund balance of not less than \$2,000,000 at all times during the term of this Agreement.

(d) The Corporation agrees that during the term of this Agreement it will not borrow any money, issue any bonds or notes without the written approval of the City.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the City. (a) The City hereby confirms the earlier levy by the City of the Additional Sales Tax, and hereby warrants and represents that the City has duly and lawfully ordered the imposition and collection of the Additional Sales Tax upon all sales, uses and transactions as are permitted by and described in the Act throughout the boundaries of the City as such boundaries existed on the date of said election and as they may be expanded from time to time pursuant to applicable law.

(b) The City agrees to take and pursue all action permissible under applicable law to cause the Additional Sales Tax to be collected and remitted and deposited with the Corporation as required by the Act, at the earliest and most frequent times permitted by applicable law.

(c) The City agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under this Agreement.

Section 2.02 Representations and Warranties of the Corporation. (a) The Corporation represents and warrants that it is and will be authorized by applicable law and by its articles of incorporation and bylaws to enter into this Agreement and make the payments to the City in the manner and to the extent provided in this Agreement.

(b) The Corporation represents and warrants that the Project is an authorized project of the Corporation under the Act, and that the Corporation has taken all action and obtained all approvals required by law and the Corporation's bylaws in order to proceed with this Project and to undertake its obligations under this Agreement.

(c) The Corporation agrees to do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Corporation under this Agreement.

(d) The Corporation represents and warrants that this Agreement constitutes a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting creditors' rights, and that the execution and delivery of this Agreement will not conflict with or constitute a material breach of or a default under any agreement or instrument to which the Corporation is a party.

## ARTICLE III

### MISCELLANEOUS PROVISIONS

Section 3.01 Term. This Agreement shall be in force and effect from December 20, 2016 until the date on which the Certificates or bonds issued to refund the Certificates are paid in full.

Section 3.02 Amendments and Supplements. This Agreement may be amended, supplemented or extended by mutual agreement of the parties hereto.

Section 3.03 Merger. This Agreement embodies the entire understanding between the parties hereto and there are no prior effective representations, warranties, or agreements between the parties hereto.

Section 3.04 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original instrument and each will have the force and effect of an original and all of which together constitute, and will be deemed to constitute, one and the same instrument.

Section 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 3.06 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application hereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

[Execution Page Follows]



EXECUTED in multiple counterparts as of the date first written above.

CITY OF TOMBALL, TEXAS

By:   
Mayor

ATTEST:

By:   
City Secretary

TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION

By:   
Vice President, Board of Directors

ATTEST:

By:   
Secretary, Board of Directors

## SCHEDULE I

### Project Payment Schedule

Principal Maturity Date (February 15)	Project Payments
2020	\$ 222,222
2021	222,222
2022	222,222
2023	222,222
2024	222,222
2025	222,222
2026	222,222
2027	222,222
2028	222,222
2029	222,222
2030	222,222
2031	222,222
2032	222,222
2033	222,222
2034	222,222
2035	222,222
2036	222,222
2037	222,226
<b>Total</b>	<b>\$ 4,000,000</b>

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

1. The City Council of City of Tomball, Texas convened in a regular meeting on the 21<sup>st</sup> day of November, 2016, at the regular meeting place thereof within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

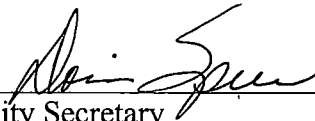
and all of said persons were present, except the following absentee(s): None, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,  
TEXAS APPROVING AN AGREEMENT REGARDING THE  
CONSTRUCTION OF IMPROVEMENTS BETWEEN THE CITY OF  
TOMBALL, TEXAS AND THE TOMBALL ECONOMIC  
DEVELOPMENT CORPORATION**

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

the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED AND SEALED the 21<sup>st</sup> day of November, 2016.

  
\_\_\_\_\_  
City Secretary  
City of Tomball, Texas

[SEAL]

**EXHIBIT C**  
**TEDC DEBT SERVICE PAYMENT SCHEDULE**

<b>YEAR</b>	<b>PAYMENTS OBLIGATED IN RES. 2013-12 SERIES 2013 BUSINESS PARK INFRASTRUCTURE</b>	<b>PAYMENTS OBLIGATED IN RES. 2016-25 SERIES 2016 MEDICAL COMPLEX DRIVE SECTION 4B &amp; PERSIMMON ST.</b>	<b>SOUTH WASTEWATER TREATMENT PLANT EXPANSION</b>	<b>ANNUAL PAYMENT</b>
2025	\$547,312.50	\$222,222.00	\$1,000,000.00	\$1,769,534.50
2026	\$548,412.50	\$222,222.00	\$1,000,000.00	\$1,770,634.50
2027	\$548,737.50	\$222,222.00	\$1,000,000.00	\$1,770,959.50
2028	\$548,275.00	\$222,222.00	\$1,000,000.00	\$1,770,497.00
2029	\$551,925.00	\$222,222.00	\$1,000,000.00	\$1,774,147.00
2030	\$549,056.25	\$222,222.00	\$1,000,000.00	\$1,771,278.25
2031	\$549,600.00	\$222,222.00	\$1,000,000.00	\$1,771,822.00
2032	\$549,075.00	\$222,222.00	\$1,000,000.00	\$1,771,297.00
2033	\$548,100.00	\$222,222.00	\$1,000,000.00	\$1,770,322.00
2034		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2035		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2036		\$222,222.00	\$1,000,000.00	\$1,222,222.00
2037		\$222,226.00	\$1,000,000.00	\$1,222,226.00
2038			\$1,000,000.00	\$1,000,000.00
2039			\$1,000,000.00	\$1,000,000.00
2040			\$1,000,000.00	\$1,000,000.00
2041			\$1,000,000.00	\$1,000,000.00
2042			\$1,000,000.00	\$1,000,000.00
2043			\$1,000,000.00	\$1,000,000.00
2044			\$1,000,000.00	\$1,000,000.00

**RESOLUTION NO. 2025-15-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 CITY OF TOMBALL, TEXAS TO MAKE  
DIRECT INCENTIVES TO, OR EXPENDITURES FOR,  
IMPROVEMENTS TO THE SOUTH WASTEWATER TREATMENT  
PLANT EXPANSION.**

\* \* \* \* \*

**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 Twenty Million Dollars (\$20,000,000.00) found by the Board to be required or suitable for improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas; 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 is authorized by Section 505.152 and 505.154 of the Act; 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 Twenty Million Dollars (\$20,000,000.00) to the City of Tomball, in accordance with an economic development agreement by and between the TEDC and The City of Tomball, to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project.

**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, whether there be one or more parts.

**PASSED AND APPROVED** on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**PASSED, APPROVED, AND RESOLVED** on second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

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

ATTEST:

\_\_\_\_\_  
City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Adopt, on First Reading, Ordinance No. 2025-01, 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 the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, 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.

#### Background:

On February 17<sup>th</sup>, the City Council requested that a Memo of Understanding (MOU) be executed between TAVA LLC and Rudel Rd LLC regarding shared usage of the existing drive aisle located within the Cody Drive right-of-way. The MOU has since been executed which allows for shared usage, describes the proposed improvements, and Rudel Rd LLC’s maintenance responsibility. Also, the City Council requested that the two following conditions be added to the Conditional Use Permit in addition to the conditions recommended by the Planning & Zoning Commission:

- The driveway on the east side of the property shall connect directly to the existing driveway to the south, as illustrated in Exhibit “A”, and an executed shared access agreement with the adjacent property owner(s) shall be executed allowing for unconditional use of the existing driveway.
- The hours of operation of the “child day care center (business)” shall be 6:00 am to 10:00 pm on regular business days.

On February 3<sup>rd</sup>, the City Council conducted a public hearing but took no action on this item. The applicant has since revised their concept plan to include a one-way drive aisle connecting to Klein Drive to eliminate the parking lot dead-end. Four parking spaces with adjacent sidewalks were also added to the concept plan along the drive aisle.

On January 13<sup>th</sup>, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included fencing of the property and pond, parking, impacts to the surrounding area, and operations of the facility. The Planning & Zoning Commission recommended approval of the rezoning case with a 5-0 vote with the following conditions:

- The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- “No stopping or standing” signs shall be placed along the Rudel Drive frontage.
- Three parking spaces within the development shall be designated as drop-off and pick-up only.
- Install a fence along the entire southern property line.
- Install a fence around the entire onsite detention pond.

**Origination:** Mike Matheson

**Recommendation:**



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

**FUNDING (IF APPLICABLE)**

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

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

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

## **ORDINANCE NO. 2025-01**

**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 THE LAND USE OF “CHILD DAY CARE CENTER (BUSINESS)” WITHIN THE CITY OF TOMBALL’S OFFICE (O) ZONING DISTRICT. THIS REQUEST AFFECTS APPROXIMATELY 1.0402 ACRES OF LAND LEGALLY DESCRIBED AS BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1. THE PROPERTY IS LOCATED AT 1211 RUDEL DRIVE, 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**, Mike Matheson has requested that 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1, located at 1211 Rudel Drive, 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 approve the requested CUP with the following conditions:

- the curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking,
- “no stopping or standing” signs shall be placed along the Rudel Drive frontage,
- three parking spaces within the development shall be designated as drop-off and pick-up only,
- install a fence along the entire southern property line,
- install a fence around the entire onsite detention pond; 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 with the following conditions:

- the curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking,
- “no stopping or standing” signs shall be placed along the Rudel Drive frontage,
- three parking spaces within the development shall be designated as drop-off and pick-up only,
- install a fence along the entire southern property line,
- install a fence around the entire onsite detention pond,

- the driveway on the east side of the property shall connect directly to the existing driveway to the south, as illustrated in Exhibit “A”, and an executed shared access agreement with the adjacent property owner(s) shall be executed allowing for unconditional use of the existing driveway,
- the hours of operation of the “child day care center (business)” shall be 6:00 am to 10:00 pm on regular business days; and

**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 “Child day care center (business)” 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 \_\_\_\_\_ 2025.**

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

**SECOND READING:**

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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

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

ATTEST:

\_\_\_\_\_  
Tracylynn Garcia, City Secretary

## Exhibit “A” Concept Plan

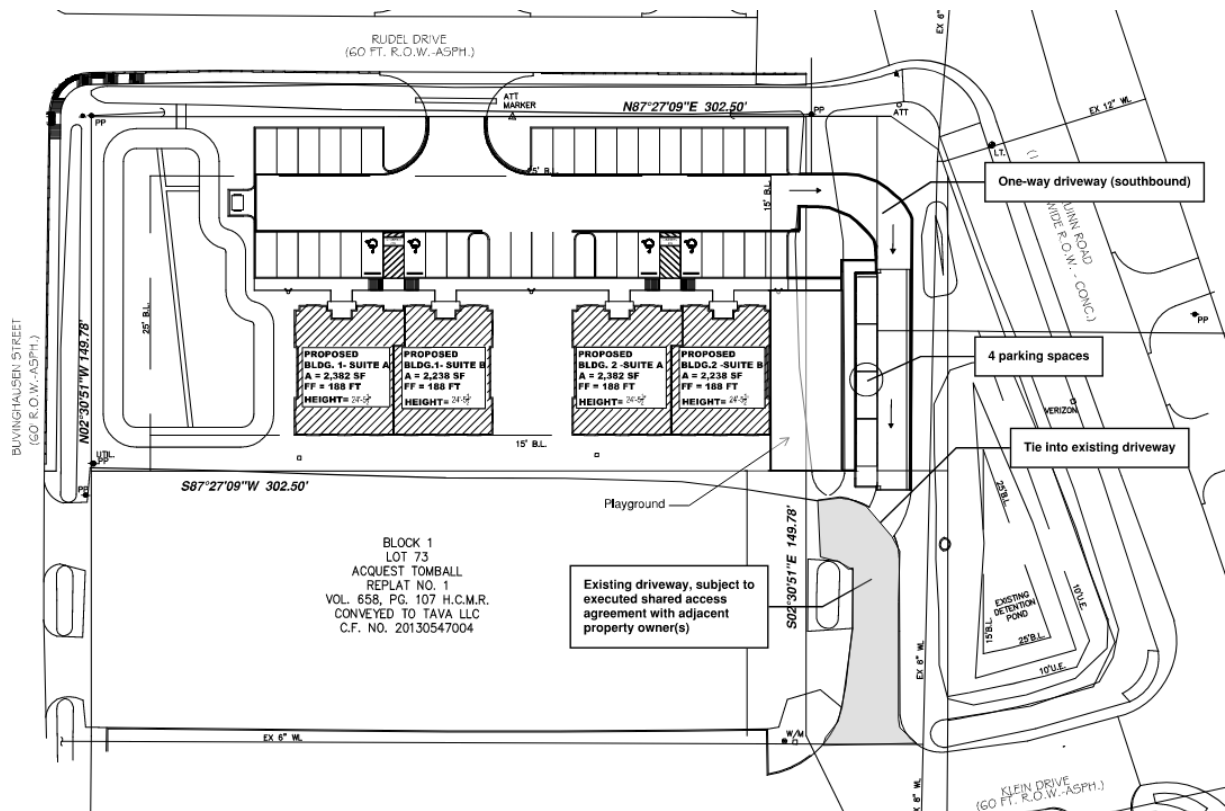


Exhibit “B”  
Location Map



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
CITY COUNCIL  
FEBRUARY 3, 2025**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, February 3, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such date, the City Council will consider the following:

**Conditional Use Permit Case CUP25-01:** Request by Mike Matheson, for a Conditional Use Permit to allow the land use of “Child day care center (business)” within the City of Tomball’s Office (O) zoning district. This request affects approximately 1.0402 acres of land legally described as being Lot 72, Block 1 of Acquest Tomball Replat No. 1. The property is located at 1211 Rudel Drive, within the City of Tomball, Harris County, Texas.

**Zoning Case Z25-01:** Request by Kitchens Real Estate Family Partnership LTD., represented by J. Edwards Concrete & Construction LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.2618 acres of land legally described as being all of the 1.2035 and 0.0740 acre tracts (2L and 2Y) out of a called 160 acre tract, located in the C.N. Pillot Survey, Abstract No.632 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 27223 SH 249, within the City of Tomball, Harris County, Texas.

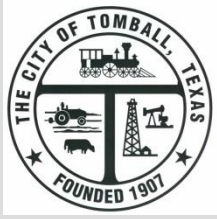
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

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

I hereby certify that the above notice of the 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 31st day of January 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley  
Benjamin Lashley  
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: January 13, 2025

City Council Public Hearing Date: February 3, 2025

**Rezoning Case:** CUP25-01  
**Property Owner(s):** Mike Matheson  
**Applicant(s):** Mike Matheson  
**Legal Description:** Lot 72, Block 1 of Acquest Tomball Replat No. 1.  
**Location:** 1211 Rudel Drive (Exhibit "A")  
**Area:** 1.0402 acres  
**Comp Plan Designation:** Neighborhood Commercial (Exhibit "B")  
**Present Zoning:** Office (O) District (Exhibit "C")  
**Request:** The granting of a Conditional Use Permit (CUP) to allow the land use of "Child day care center (business)" within the City of Tomball's Office (O) zoning district.

### Adjacent Zoning & Land Uses:

**North:** Old Town & Mixed Use (OT&MU) / Tomball Fire Station 1

**South:** Commercial (C) / VA Tomball Outpatient Clinic

**East:** Multi-Family Residential (MF) and Commercial (C) / Fountains of Tomball Apartments and medical offices

**West:** Multi-Family Residential (MF) / Rudel Crossing Apartments

### **BACKGROUND**

The subject property is currently undeveloped; however, it is nearing completion of the city permitting process for the construction of two 4,620 square-foot office buildings. This property was rezoned from the Commercial (C) zoning district to the Office (O) zoning district in June of 2023 with the goal of subdividing the property into two separate lots. The applicant now desires to have the land use of *Child day care center (business)* occupy one of the buildings, which is only allowed within the Office (O) zoning district with the issuance of a CUP.



## **ANALYSIS**

According to Section 50-81 (f) of 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 Neighborhood Commercial by the Comprehensive Plan's Future Land Use Map. The Neighborhood Commercial designation is intended for commercial uses that are developed with the appropriate context, scale, and design to complement residential development. These areas are intended to be accessible by both vehicles and pedestrians. The desire to establish a child day care center at this location will promote a development that creates a complimentary relationship between differing land uses, which is an objective of the Comprehensive Plan. The proximity of the subject property to a wide variety of residential housing, professional offices, and existing schools makes the desired land use mutually beneficial to the surrounding area.

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

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

The property was first zoned within the Commercial district when zoning was adopted in 2008 but was rezoned into the Office district in 2023. The subject property is surrounded by the Commercial, Multifamily, and Old Town & Mixed-Use zoning districts. The nature of the area is a mixture of schools, offices, commercial and other non-residential uses, along with single-family and multi-family uses. The Comprehensive Plan endorses the continuation of the mixture of uses in this area of the city, and specifically states that retail, offices, clinics, and government facilities are the most appropriate uses. The Office district was established to create an appropriate setting for low intensity office and professional uses

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

No, the proposed use will not meet all supplemental standards outlined in Chapter 50 of the Code of Ordinance. Chapter 50, Article IV, Section 50-112 (d)(3) requires:

*"Kindergartens, elementary schools, day schools, and similar child training and care establishments shall provide one paved off-street pedestrian loading and unloading space for an automobile on a through, "circular" drive for each ten students cared for (excluding child care in a residence). An additional lane shall also be required to allow pass by or through traffic to move while automobiles waiting or parked to pick up children occupy loading/unloading areas."*

No such driveway orientation has been proposed on the property.

Additionally, it does not appear that the number of parking spaces allocated for the desired use within the office complex as illustrated on the Concept Plan will meet the minimum parking requirement for a “*Child day care center (business)*”. Chapter 50, Article III, Section 50-82(b) requires one parking space per three children.

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

The proposed use is consistent with surrounding land uses and would provide a beneficial service to the area. With this Conditional Use Permit, the City is recommending conditions that are aimed at helping alleviate potential nuisances that could arise due to this land use such as traffic congestion. Said conditions may include but are not limited to signage and staggered pick up and drop off times.

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

With the other future businesses that will be established on the property, it does not appear that the minimum parking requirements for a “*Child day care center (business)*” (one space per three children) will be met. Since the applicant has indicated that the child day care facility will operate with extended hours and have staggered drop-off and pick-up times, City Staff does not anticipate adverse impacts to Rudel Drive nor the surrounding properties.

## **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 December 27, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **RECOMMENDATION**

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Conditional Use Permit Case CUP25-01 with the following conditions:

- ❖ The curb for the proposed sidewalk along Rudel Drive shall be painted red for no parking.
- ❖ “No Stopping or Standing” signage shall be placed along the entire Rudel Drive frontage.
- ❖ Three parking spaces within the development shall be clearly marked with signage and paint for drop-off and pick-up only.

**Note that the Planning & Zoning Commission may recommend, and the City Council may impose any additional conditions as are reasonably necessary.**

**EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location



Exhibit "B"  
Future Land Use Plan

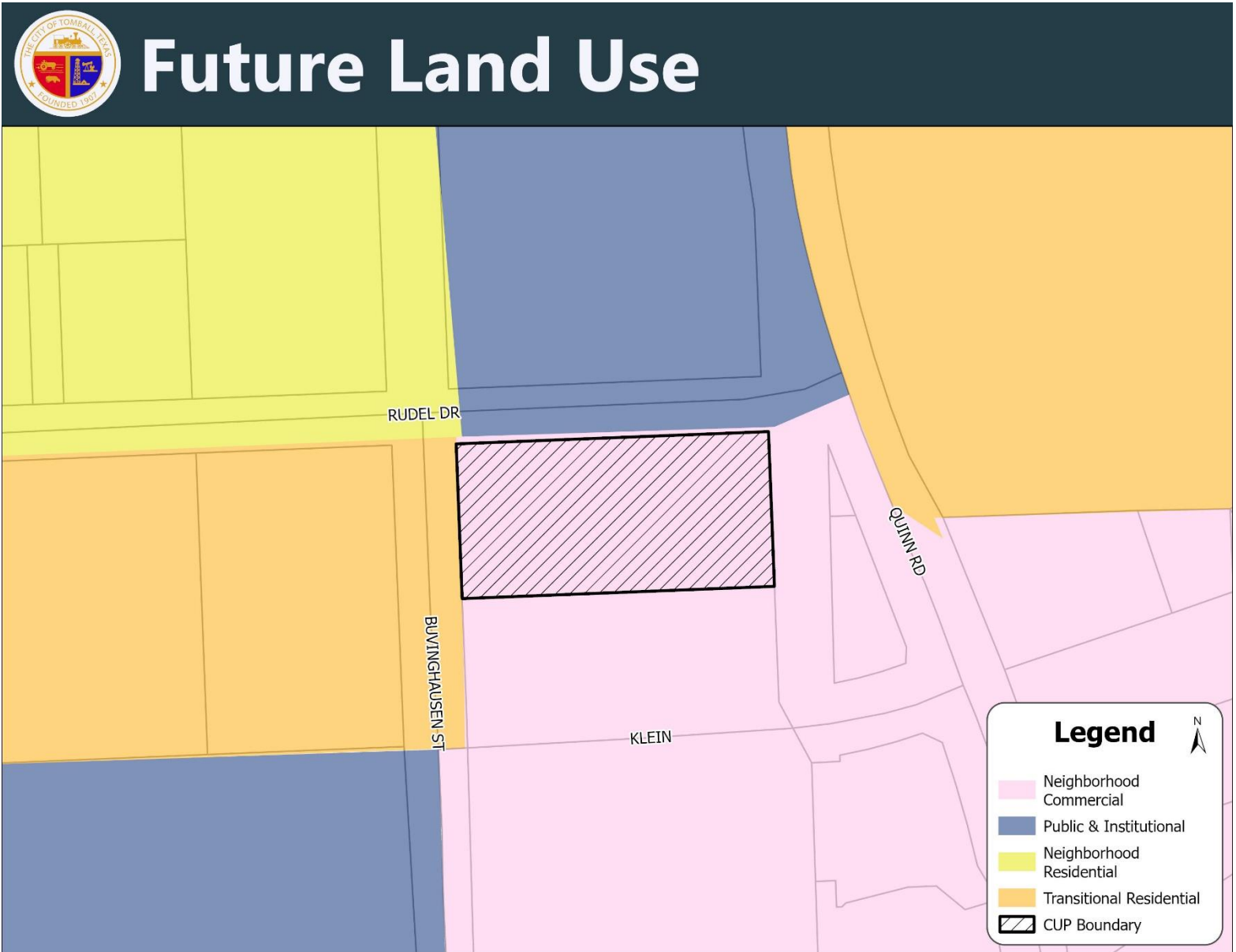
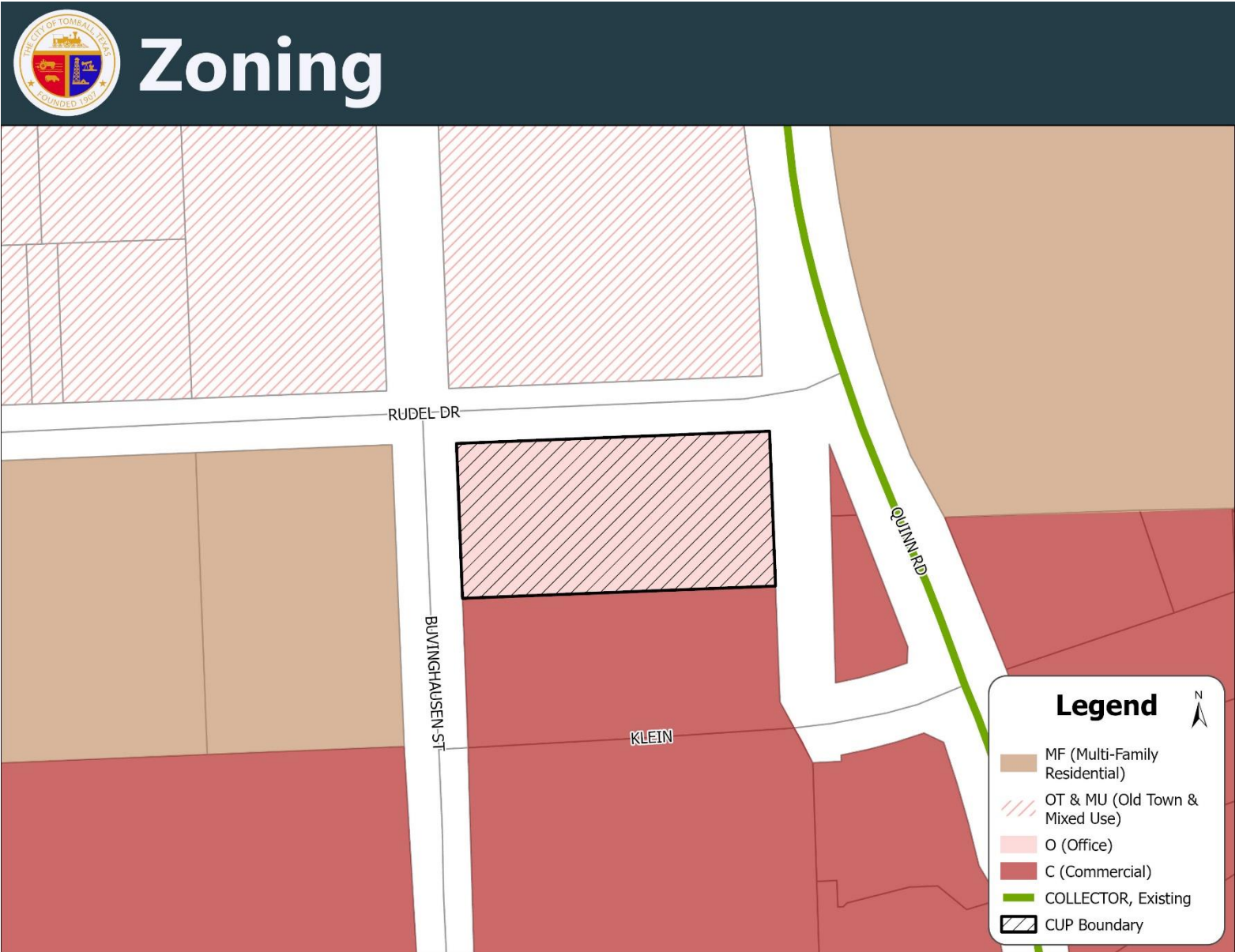




Exhibit "C"  
Zoning Map



**Exhibit “D”  
Site Photos**

**Subject Site**



**Subject Site**





Neighbor (North)



Neighbor (South)





Neighbor (East)



Neighbor (West)



**Exhibit "E"**  
**Rezoning 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.

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

- \$1,000.00 fee for Conditional Use Permit (CUP) request

**DIGITAL APPLICATION SUBMITTALS:**

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

SMARTGOV WEBSITE: [ci-tomball-tx.smartgovcommunity.com](http://ci-tomball-tx.smartgovcommunity.com)

**Applicant**

Name: Mike Matheson Title: Owner  
Mailing Address: 14315 Arlington Pl. City: Tomball State: Tx  
Zip: 77429 Contact: 281-658-7526  
Phone: 281-658-7526 Email: info@redgrip11c.com

**Owner**

Name: Same as Applicant Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Engineer/Surveyor (if applicable)**

Name: NA Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_



Revised: 10/1/2022

Description of Proposed Project: Two 4,620 sq ft Buildings, One Building is a daycare

Physical Location of Property: 1211 Rudel Rd, Corner of Quinn & Rudel  
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 72 Block 1, Acquest Tomball  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1333950020001 Acreage: 1.04

Current Use of Property: Undeveloped but zoned as Office

Proposed Use of Property: 1 of the 2 Buildings to have CUP to allow for a Daycare/Early Learning Center

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 Michael Matheson 11-21-24  
Signature of Applicant Date

X Michael Matheson 11-21-24  
Signature of Owner Date

## **Submittal Requirements**

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

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

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

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

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

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

## **Application Process**

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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

# Conditional Use Permit 1211 Rudel

November 21<sup>st</sup>, 2024

Dear Members of the City Council

I am writing to request that the 1.04 acres at the corner of Quinn and Rudel Road to be approved for a Conditional Use Permit to accommodate a Daycare/Early Learning facility for one of our two buildings that will be going up. We currently have a pre-lease with Discovery Learning Center which we are planning to finish construction in July or August. We have consulted with a couple of members of the City Council and they advised to cancel the rezone request for General Retail and instead keep zoned as zoned for Office and just have a Conditional Use Permit for the Daycare.

The Daycare owners I have met with the TEDC and we have done a Pre-development meeting with Tomball. We are referring to this as a Daycare however it is actually a Early Learning Center as it is curriculum heavy unlike a Daycare.

We do not foresee any issues with this CUP as we feel that the Daycare will serve the area well when there is a shortage of Daycare facilities. There are three large apartment complexes that surround the property that would be well-served by the Daycare/Early learning facility. The owners of the Daycare have 20 years of experience and the husband is a retired Police Chief of a small town in Nebraska where they are originally are from.

If you have alternative suggestions regarding this request, please share them with me so we can work together to find a workable and effective solution.

Sincerely, Mike Matheson

Red Grip LLC

SUBJECT TO FIELD INSPECTION

09/12/2024

PROP. SAWTOOTH  
CURB  
RE: THIS SHEET  
FOR DETAIL

RUDEL DRIVE  
(60 FT. R.O.W.-ASPH.)

PROP. SAWTOOTH  
CURB  
RE: THIS SHEET  
FOR DETAIL

PROP. SAWTOOTH  
CURB  
RE: THIS SHEET  
FOR DETAIL

BUVINGHAUSEN STREET  
(60' R.O.W.-ASPH.)

S87°27'09"W 302.50'

N87°27'09"E 302.50'

S02°30'51"E 149.78'

EX SAN MH  
RIM 184.30'  
FL 178.14'  
EX INLET  
TOP 183.84'  
6" FL 182.54'  
12" FL 181.74'  
LIFT STA.  
TOP 184.06'  
(LOCKED)  
EX INLET  
TOP 179.31'  
FL 176.51'

PROPOSED  
BLDG. 1- SUITE A  
A = 2,382 SF  
FF = 188 FT  
HEIGHT = 24'-0"

PROPOSED  
BLDG. 1- SUITE B  
A = 2,238 SF  
FF = 188 FT  
HEIGHT = 24'-0"

PROPOSED  
BLDG. 2- SUITE A  
A = 2,382 SF  
FF = 188 FT  
HEIGHT = 24'-0"

PROPOSED  
BLDG. 2- SUITE B  
A = 2,238 SF  
FF = 188 FT  
HEIGHT = 24'-0"





METES AND BOUNDS DESCRIPTION OF 1.0401 ACRE TRACT – RED GRIP, LLC, A TEXAS LIMITED LIABILITY COMPANY

A TRACT OR PARCEL OF LAND CONTAINING 1.0401 ACRE BEING LOT 72, BLOCK 1 OF ACQUEST TOMBALL REPLAT NO. 1, AN ADDITION IN HARRIS COUNTY ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 658, PAGE 107 OF THE HARRIS COUNTY MAP RECORDS IN THE JOSEPH HOUSE SURVEY, ABSTRACT 34 IN HARRIS COUNTY, TEXAS, SAID 1.0401 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set with cap marking the Northwest corner of the herein described tract being at the intersection of the East right-of-way line of Buvinghausen Street (60 ft. right-of-way) and the South right-of-way line of Rudel Drive (60 ft. right-of-way);

THENCE North 87 degrees 27 minutes 09 seconds East with the Southerly right-of-way line of said Rudel Drive a distance of 302.50 ft. to a 5/8 inch iron rod found with cap at the Northeast corner of the herein described tract being in the West right-of-way line of Cody Drive (undeveloped);

THENCE South 02 degrees 30 minutes 51 seconds East with the West right-of-way line of said Cody Drive a distance of 149.78 ft. to a 5/8 inch iron rod found with cap marking the Southeast corner of the herein described tract and the Northeast corner of Lot 73;

THENCE South 87 degrees 27 minutes 09 seconds West with the division line between Lots 72 and 73 a distance of 302.50 ft. to a mag nail found in asphalt marking the Southwest corner of the herein described tract, the Northwest corner of Lot 73 in the East right-of-way line of said Buvinghausen Street;

THENCE North 02 degrees 30 minutes 51 seconds West with the Easterly right-of-way line of said Buvinghausen Street a distance of 149.78 ft. to the PLACE OF BEGINNING and containing 1.0401 acre of land.



C. Paul Jones, Sr. R.P.L.S. 5480  
P.O. Box 701  
Friendswood, Texas 77549  
Phone: (713)473-3502  
Email: [info@timelinesurvey.com](mailto:info@timelinesurvey.com)  
Date: May 1, 2023



## MEMORANDUM OF UNDERSTANDING

BETWEEN

TAVA LLC, 1220 Lexington, New York, NY, 10028-1456

AND

Rudel Rd LLC, 1431 Graham Dr, Suite 250, Tomball, TX 77375

This Memorandum of Understanding (MOU) is entered into on this 15<sup>th</sup> day of April, 2025, between TAVA LLC ("TAVA") and Rudel Rd LLC ("Rudel").

### I. PURPOSE

This MOU outlines the agreement between TAVA LLC and Rudel regarding the Rudel Rd Project, specifically the use of the public right of way for infrastructure improvements, construction access, and related activities.

### II. PROJECT SCOPE

- **Public Right of Way Usage**: Rudel may use designated areas along Klein/Quinn Rd for utility installation, construction access, a one-way exit from the planned daycare on Rudel Rd, and additional parking, subject to City of Tomball approval. (See attached sketch for details.)
- **Improvements**: Rudel is responsible for necessary modifications including road widening, sidewalks, and drainage integration, subject to inspection and approval.
- **Utility Coordination**: Rudel will coordinate with City of Tomball and relevant providers for utility modifications.
- **Liability & Indemnification**: Both parties shall mutually indemnify and hold each other harmless from any claims or liabilities arising from construction activities.
- **Maintenance**: Rudel Rd shall maintain the shared public right of way as required by the City of Tomball

### III. TERM & TERMINATION

- This MOU shall remain in effect in perpetuity, applying regardless of ownership changes.
- Termination requires mutual agreement and must not violate regulatory or contractual obligations.

### IV. GENERAL PROVISIONS

- **Amendments**: Must be in writing and agreed upon by both parties.


- **\*\*Governing Law\*\***: Governed by the laws of Texas.

- **\*\*Binding Agreement\*\***: This legally binding MOU will be recorded with Harris County, Texas.

## V. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

### TAVA LLC

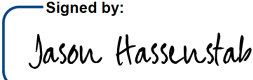
Signed by:  
By:   
4D466C19299C473...

Name: Arthur weigold

Title: Member

Date: 4/15/2025

### RUDEL RD LLC

Signed by:  
By:   
64D5FF08744F469...

Name: Jason Hassenstab

Title: Managing Member

Date: 4/14/2025

Exhibit A1

Overall site with public right of way shown in blue

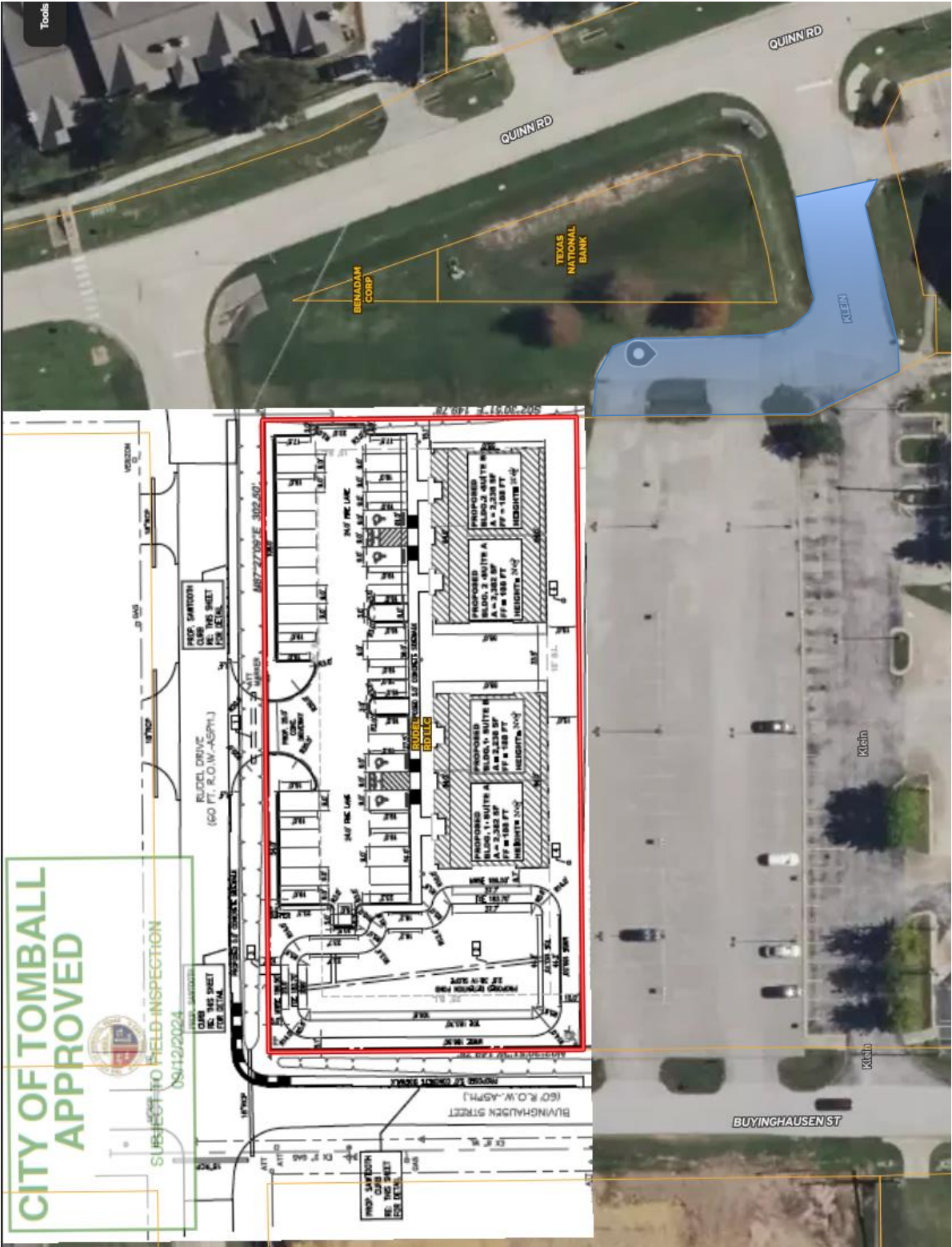
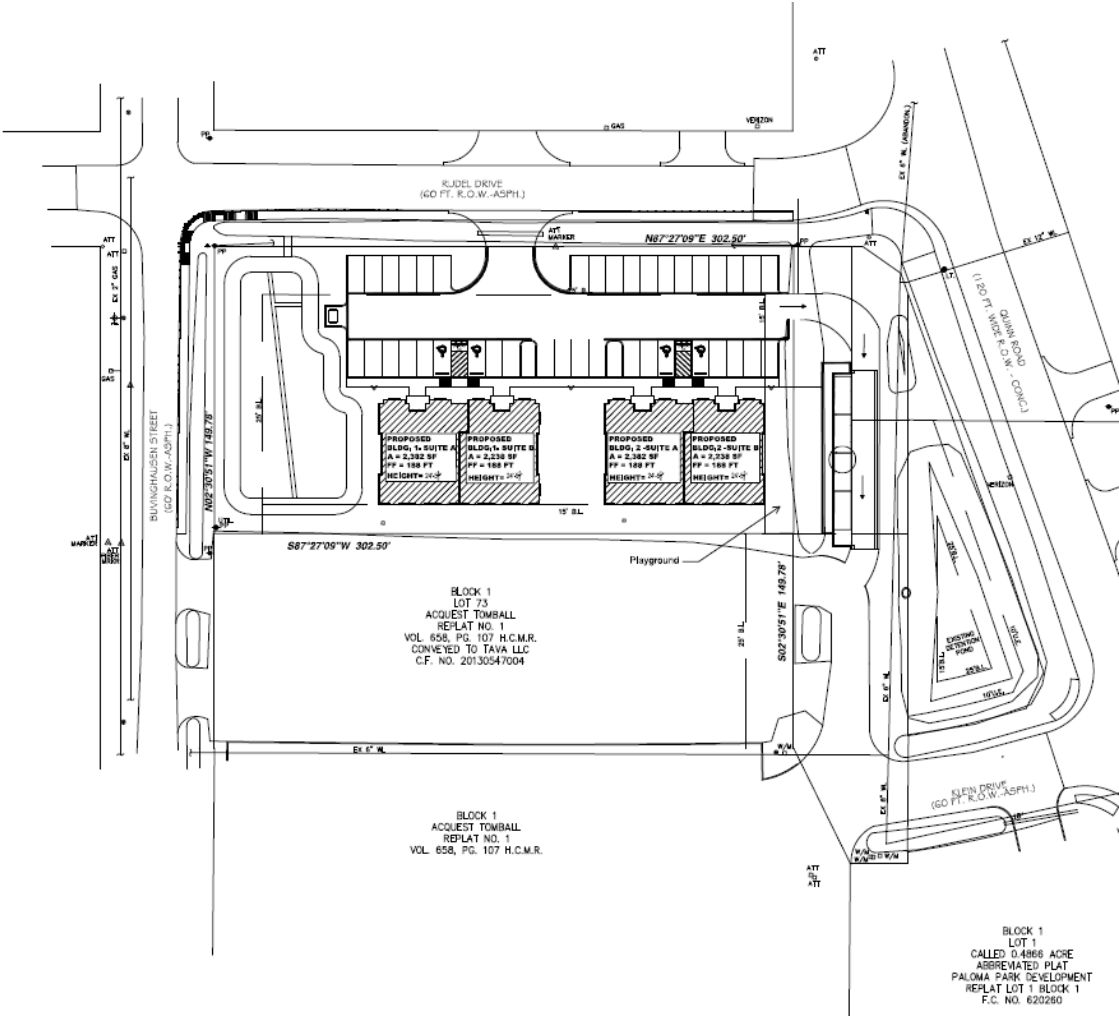


Exhibit A2

Zoom in of the overall site with public right of way shown in blue



Exhibit B  
(Attached to this agreement)



# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 21, 2025

**Topic:**

Approve Minutes of April 72025, Special Joint Planning and Zoning and City Council meeting.

**Background:**

**Origination:** City Secretary Office

**Recommendation:**

Approve Minutes

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

Shannon Bennett, Assistant City  
Secretary

**FUNDING (IF APPLICABLE)**

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

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member \_\_\_\_\_ Date \_\_\_\_\_ City Manager \_\_\_\_\_ Date \_\_\_\_\_



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



**Monday, April 07, 2025  
4:00 PM**

- A. Mayor L. Klein Quinn called the meeting of the City of Tomball Council to order at 4:00 P.M.

**PRESENT:**

Council 1 John Ford  
Council 3 Dane Dunagin  
Council 4 Lisa A. Covington  
Council 5 Randy Parr

**ABSENT (EXCUSED):**

Council 2 Paul Garcia

The Planning and Zoning Commission meeting was called to order by Co-Chair Tana Ross at 4:00 P.M. Other members present:

Commissioner Susan Harris  
Commissioner Scott Moore  
Commissioner Colleen Pye

**ABSENT (EXCUSED):**

Commissioner Richard Anderson

**CITY STAFF PRESENT:**

City Manager - David Esquivel  
Assistant City Manager - Jessica Rogers  
City Attorney – Tommy Ramsey  
Assistant City Secretary – Shannon Bennett  
Community Development Director – Craig Meyers  
Community Development Coordinator – Kimberly Chandler  
Police Chief – Jeff Bert  
Fire Chief - Joe Sykora



Human Resources Director – Kristie Lewis  
Finance Director – Bragg Farmer  
Public Works Director - Drew Huffman  
IT Director - Tom Wilson  
Director of Marketing & Tourism - Chrislord Templonuevo

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

Craig Gilbert  
12802 Royal Ann Way  
Tomball, TX 77375

-

Spoke against a proposed warehouse  
facility being built near Cherry Pines  
Subdivision

C. New Business

1. Presentation and discussion regarding the Draft Comprehensive Plan update.

Alexis Garcia with Freese and Nichols provided an overview of the draft Comprehensive Plan Update.

D. Adjournment

Co-Chair Tana Ross adjourned the Planning and Zoning Commission meeting at 5:33 P.M.

Roll call vote was called by Community Development Coordinator – Kim Chandler.

Mayor Klein Quinn adjourned the meeting at 5:34 P.M.

PASSED AND APPROVED this 21<sup>st</sup> day of April 2025.

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Shannon Bennett, TRMC  
Assistant City Secretary

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Lori Klein Quinn  
Mayor

# City Council Meeting Agenda Item Data Sheet

Meeting Date: April 21, 2025

**Topic:**

Approve Minutes of April 7, 2025, Special and Regular City Council meetings.

**Background:**

**Origination:** City Secretary Office

**Recommendation:**

Approve Minutes

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

Shannon Bennett, Assistant City  
Secretary

**FUNDING (IF APPLICABLE)**

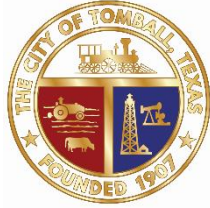
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed \_\_\_\_\_ Approved by \_\_\_\_\_  
Staff Member Date City Manager Date

# MINUTES OF SPECIAL CITY COUNCIL MEETING - WORKSHOP CITY OF TOMBALL, TEXAS



**Monday, April 07, 2025  
5:00 PM**

- A. Mayor Lori Klein Quinn called the meeting of the City of Tomball Council to order at 5:44 P.M.

**PRESENT:**

Council 1 John Ford  
Council 3 Dane Dunagin  
Council 4 Lisa A. Covington  
Council 5 Randy Parr

**ABSENT (EXCUSED):**

Council 2 Paul Garcia

**CITY STAFF PRESENT:**

City Manager - David Esquivel  
Assistant City Manager - Jessica Rogers  
City Attorney - Tommy Ramsey  
Assistant City Secretary - Shannon Bennett  
Community Development Director - Craig Meyers  
Community Development Coordinator- Kimberly Chandler  
Police Chief - Jeff Bert  
Fire Chief - Joe Sykora  
Human Resources Director - Kristie Lewis  
Finance Director - Bragg Farmer  
Public Works Director - Drew Huffman  
IT Director - Tom Wilson  
Director of Marketing & Tourism - Chrislord Templonuevo

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

Jason Sims  
518 Clayton  
Tomball, TX 77375

-

Expressed opinions regarding  
the hiring of the Police Chief

No discussion took place on the posted agenda items. These items will be carried forward to the next meeting for consideration.

C. Proposed Future Agenda Items

1. Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.
2. Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.
3. Workshop Discussion Only – Approve the purchase of two 650kW natural gas generators from Evolve Power Generation for the South Wastewater Treatment Plant Expansion through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04), for a total contract amount not-to-exceed \$893,452.62, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.
4. Workshop Discussion Only, Adopt, on First and Only Reading, Ordinance No. 2025-15, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Winfrey Estates Public Improvement District); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.
5. Workshop Discussion Only – Approve a Facility Use Agreement extension with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operation

of the soccer fields and related improvements located at Broussard Community Park.

6. Workshop Discussion Only: Approve Resolution No. 2025-16, 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.

D. Future Workshop Items

1. Discuss Council Ethics and Rules & Procedures.

E. Mayor Lori Klein Quinn adjourned the meeting at 5:49 P.M.

PASSED AND APPROVED this 21<sup>ST</sup> OF APRIL 2025.

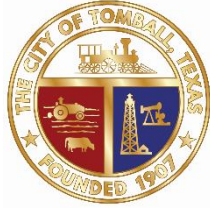
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Shannon Bennett, TRMC  
Assistant City Secretary

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Lori Klein Quinn  
Mayor

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



**Monday, April 07, 2025  
6:00 PM**

- 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 3 Dane Dunagin  
Council 4 Lisa Covington  
Council 5 Randy Parr

**ABSENT (EXCUSED)**

Council 2 Paul Garcia

**OTHERS PRESENT**

City Manager - David Esquivel  
Assistant City Manager - Jessica Rogers  
Assistant City Secretary – Shannon Bennett  
City Attorney – Tommy Ramsey  
Director of Community Development - Craig Meyers  
Human Resources Director - Kristie Lewis  
Fire Chief - Joe Sykora  
Police Chief Jeff Bert  
Police Captain – Brandon Patin  
Finance Director - Bragg Farmer  
Public Works Director - Drew Huffman  
IT Director - Tom Wilson  
Director of Marketing & Tourism - Chrislord Templonuevo  
Project Manager - Meagan Mageo

- B. Invocation led by Minister Kristi Goodman with First Baptist Church
- C. Pledges to U.S. and Texas Flags led by Police Chief Jeffrey Bert

- 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.]*

Jason Sims 518 Clayton St. Tomball, TX 77375	-	Expressed opinions regarding the hiring of the Police Chief
John Kelley 2319 E. Winding Pines Tomball, TX 77375	-	Concerns regarding the proposed project at S. Cherry and Holderrieth Rd., Cherry Pines Subdivision
Craig Gilbert 12802 Royal Ann Way Tomball, TX 77375	-	Concerns regarding the proposed project at S. Cherry and Holderrieth Rd., Cherry Pines Subdivision
Tammy Raymond 525 ?? Tomball, TX 77375	-	Expressed concerns of the homeless citizens

E. Presentations

1. Proclamation – National Telecommunicator Week- April 13-19, 2025.

F. Reports and Announcements

1. Announcements

- I.

**Upcoming Events:**

- April 10, 2025 – Kaffeeklatsch from 8:30 – 10:00 A.M. at Tomball Community Center
- April 12, 2025 – Tidy Up Tomball from 8:00 A.M. – 12:00 P.M. at First Baptist Parking lot (401 Oxford St.)
- April 12, 2025 – 2<sup>nd</sup> Saturday at the Depot from 5:00 – 9:00 P.M. at Tomball Depot Plaza

- April 25, 2025 – Tomball Star Academy Senior Picnic from 8:00 A.M. – 2:00 P.M. at Juergens and Matheson Park
- April 26, 2025 – Rails & Tails Mudbug Festival from 11:00 A.M. – 5:00 P.M. at Tomball Depot Plaza
- April 21-26, 2025 – Spring Cleanup Week from Monday – Friday from 8:00 A.M. – 4:00 P.M., and Saturday from 8:00 A.M. – 4:00 P.M. at the Tomball Landfill (1335 Neal Dr.)
- April 26, 2025 – Recycling Day from 10:00 A.M. – 2:00 P.M. at Lone Star College-Tomball South entrance
- April 29, 2025 – Blood Drive from 10:00 A.M. – 2:15 P.M. at Fire Station #1
- May 2, 2025 – Lone Star College Graduation from 4:00 P.M. – 10:00 p.m. at Juergens and Matheson Park
- May 3, 2025 – Tomball Prays Together from 10:00 A.M. – 11 A.M. at Depot Gazebo
- May 7, 2025 – Coffee with a Cop from 8:30 A.M. – 10 A.M. at Starbucks (14314 FM 2920)
- May 8, 2025 – Kaffeeklatsch from 8:30 A.M. – 10:00 A.M. at Tomball Community Center

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

Councilmember Covington participated in a ceremony recognizing teachers from local area high schools.

Mayor Lori Klein Quinn attended the Lonestar College scholarship reception.

Councilmember Covington expressed appreciation to Luisa Taylor for her efforts on the annual report.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2025-11, 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 7.06 acres of land legally described as being a portion of the 15.541 acre tract situated in the Jesse Pruett Survey, Abstract No. 629, containing all of Lots 163, 167, 171, and a portion of Lot 159 of Five Acre Tracts, Tomball Townsite from Agricultural (AG) to the General Retail (GR) zoning district. The property is located in the 13000 block (south side) of Medical Complex Drive, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 4 Covington, Seconded by Council 3 Dunagin to approve Ordinance 2025-11.

Andra Ameen, the requestor responded to the opposition letter received.

Jacqueline Marshal, 16007 Stable Point Lane, Cypress, TX. spoke in favor of the new proposed rezone change.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to amend the motion.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

Motion made by Council 4 Covington, Seconded by Council 3 Dunagin to change the zoning from Agricultural (AG) to the General Retail (GR) zoning district.

Voting Yea: Council Ford 1, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

2. Consider a proposal to provide a buffer zone on an adjacent property in an area designated as landscape and open space to meet the requirements of Section 18-347-Buffer Zones of Article XI, Tree Preservation.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve the proposal buffer zone.

Voting Nay: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion Failed.

- H. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve request for Cancer Kiss My Cooley for City Support and In-Kind Services for the Cancer Kiss My Cooley 5k and Superhero Dash near Paradigm Brewery in Tomball, on Saturday, October 25, 2025, from 6:30 – 11:00 A.M. The estimated In-Kind Services direct cost is \$1,840.
  2. Approve Minutes of March 17, 2025, Special and Regular City Council meetings.
  3. Approve Minutes of March 25 & 26, 2025, Special Joint TEDC and City Council meetings.
  4. Approve Minutes of March 28, 2025, Special City Council meeting.
  5. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Material and Design Solutions, LLC, to make direct incentives to, or expenditures for, the creation or retention of primary jobs associated with the development of a corporate headquarters facility, located at 1515 S. Persimmon Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is and amount not to exceed \$85,902.00.
  6. Authorize the City Manager to Execute an Interlocal Agreement between the City of Tomball and Harris County Emergency Services District No. 16 (ESD16) for fleet maintenance services.
  7. Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Houston Poly Bag I, Ltd, to make direct incentives to, or expenditures for, equipment expansion for the creation or retention of primary jobs for Houston Poly Bag I, Ltd, located at 11726 Holderrieth Rd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is and amount not to exceed \$48,601.00.

8. Approve contract with Topwater Construction Services, LLC for general contract services through a TIPS-USA contract (Contract No. 211001), for a total contract amount not to exceed \$140,000, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Budget.
9. Approve additional fiscal year expenditure of \$160,000 for the purchase of diesel fuel and gasoline for City vehicles and equipment from Sun Coast Resources, Inc. (Bid No. 2021-04) and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2024-2025 budget.
10. Approve a professional services agreement with Matrix Consulting Group to complete a development review process evaluation for an amount not to exceed \$88,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are included in the FY 2024-2025 budget.
11. Approve a professional services agreement with Langford Community Management Services for grant administration services related to the Community Development Block Grant – Disaster Recovery Reallocation Program (CDBG-DRRP) grant for an amount not to exceed 7.2% of the total estimated project cost, or \$108,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are to be paid from grant funds received from the Community Development Block Grant – Disaster Recovery Reallocation Program.
12. Adopt Resolution Number 2025-09, a Resolution Approving the Distribution of a Preliminary Limited Offering Memorandum for its Special Assessment Revenue Bonds, Series 2025 (Winfrey Estates Public Improvement District Number 12).

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve New Business Consent Agenda. Items 1, 3-9 & 11-12.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garica

Motion carried unanimously.

The following items were pulled for discussion and voted on separately:

2. Approve Minutes of March 17, 2025, Special and Regular City Council meetings.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to amend minutes of March 17, 2025, Special and Regular City Councils meetings to state an Excused Absence.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garica

Motion carried unanimously.

10. Approve a professional services agreement with Matrix Consulting Group to complete a development review process evaluation for an amount not to exceed \$88,000, therefor, and authorize the City Manager to execute any and all documents related to the services. These expenditures are included in the FY 2024-2025 budget.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to approve the agreement.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garica

Motion carried unanimously.

## I. New Business

1. Approve, on First Reading, Resolution No. 2025-10-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 Longhorn Realty Investments, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the expansion of a medical office facility to be located at 308 Holderrieth Blvd., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$91,835.00.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to approve Resolution No. 2025-10.

Voting Yea: Mayor Lori Klein Quinn, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Abstained: Council 1 Ford

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

2. Approve, on First Reading, Resolution No. 2025-11-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 Theis Lane and South Cherry Street, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the development and construction of a retail development to be located at the corner of Theis Lane and Cherry Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$83,615.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Resolution No. 2025-11.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

3. Approve, on First Reading, Resolution No. 2025-12-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 Innersculpt Studio, LLC, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 600, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Resolution No. 2025-12.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

4. Approve, on First Reading, Resolution No. 2025-13-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 City of Tomball to make direct incentives to, or expenditures for, the upsizing of street trees in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,500,000.00.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to approve Resolution No. 2025-13.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

5. Approve, on First Reading, Resolution No. 2025-14-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 City of Tomball to make direct incentives to, or expenditures for, the relocation of city utilities in conjunction with the FM 2920/Main Street Rebuild project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$1,000,000.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve Resolution No. 2025-14.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

6. Approve, on First Reading, Resolution No. 2025-15-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 City of Tomball to make direct incentives to, or expenditures for, improvements to the South Wastewater Treatment Plant Expansion project located in the City of Tomball, Texas, as authorized under Sections 505.152 and 505.154 of the Texas Local Government Code. The estimated amount of expenditures for such Project is \$20,000,000.00.

Motion made by Council 5 Parr, Seconded by Council 4 Covington to approve Resolution No. 2025-15.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

7. Approve an agreement authorizing the sale of four vehicles to Montgomery Independent School District for use for their Police Department and authorize the City Manager to execute any and all documents.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to approve the agreement.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

8. Appoint a member to Regular Position 1 to the Board of Adjustments.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin to appoint Dianna Browing to Regular Position 1 of the Board of Adjustments.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

9. Appoint a member to Regular Position 3 to the Board of Adjustments.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to reappoint Billy Hemby to Regular Position 3 of the Board of Adjustments.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

10. Appoint a member to Alternate Position 2 to the Board of Adjustments.

Motion made by Council 4 Covington, Seconded by Council 5 Parr to reappoint Rocky Pilgrim to Alternate Position 2 of the Board of Adjustments.

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

11. Appoint a member to Alternate Position 4 to the Board of Adjustments.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr to appoint Matthew Williams to Alternate Position 4 of the Board of Adjustments.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Absent (Excused): Council 2 Garcia

Motion carried unanimously.

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

Sec. 551. 072 – Deliberations regarding Real Property

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, evaluation, reassignment, duties,



discipline, or dismissal of a public officer or employee- City Secretary

Sec. 551-076 – Deliberations regarding Security Devices

- Executive Session Started: 7:30 P.M.
- Executive Session Ended: 8:30 P.M.

J. Mayor Lori Klein Quinn adjourned the meeting at 8:30 P.M.

PASSED AND APPROVED this 21<sup>st</sup> of April 2025.

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Shannon Bennett, TRMC  
Assistant City Secretary

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Lori Klein Quinn  
Mayor

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve Request from Tomball Praise Together for City Support and In-Kind Services for the Tomball Praise Together event in downtown Tomball on Sunday, October 12, 2025, from 2:00 - 6:00 p.m.

#### Background:

The intention for Tomball Praise Together is to provide a community gathering promoting Christian faith through music in Tomball. All the performing bands will be local and represent different churches in the Greater Tomball area. Stage and sound will arrive at 8:00 a.m. for setup. Event staff will arrive at noon. The event will begin at 2:00 p.m. and run through 6:00 p.m. Breakdown should last until 8:00 p.m. Four bands will perform for 45 minutes each. The estimated attendance is 200-400 people. The estimated In-Kind Services cost is \$900.

#### In-Kind Request for Services:

Service/Support	Cost
Public Works	\$420
Police	\$480
Total	\$900

**Origination:** Craig Gilbert and Larry Chatman

#### Recommendation:

To help with the efficiency of the event, I am in favor of recommending this request for In-Kind Services:

- Waive the Depot rental fee
- Use the Tomball Depot as the location of the concert
- Provide water barricades on Market St. at S. Walnut St.
- Provide water barricades on S. Walnut St at the alley
- Provide water barricade at Depot driveway in between Market St. and Fannin St.
- Trash receptacles and trash pick-up at Depot
- Service restrooms at Depot
- (2) Police Officers
- (2) Public Works employees

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

**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

My name is Craig Gilbert and this is a detailed proposal for a musical event in the Depot Park in Downtown Tomball.

Tomball Praises Together is a new, city wide concert event intended to bring the music of our local churches out to our community. It will be held in the Depot Park on Sunday, October 12, 2025. It is currently planned to run from 2:00-6:00. There will be a stage on the depot end of the park. Stage and sound set up will begin at 8:00am. Event staff will begin to arrive around noon. There is no charge for this event and is open to the public. There will also be no food trucks or other vendors. We do intend to provide bottled water at no cost. We hope that the area restaurants will consider being open for this event.

The concept of the event is to provide a community gathering promoting Christian faith through music. The event is being sponsored by a non-profit that is being created specifically for this event. If this years event is successful, then the idea is that this could become an annual event in Tomball. The intention is that all of the bands used will be representing churches in the Greater Tomball area.

The format is simple. There will be 4 bands that will play during this event: one band per hour. Each band will play for approximately 45 minutes, then there will be a 15 minute "turnover" with the next band beginning just as soon as possible. You can see that this leaves a 15 minute window at the end of the schedule to accommodate overruns.

We are requesting appropriate city services in an in-kind donation. As this is our first ever attempt at the event in Tomball, we are open to being educated on what those services will need to be.

A detailed map will be forthcoming as soon as I work with our sound vendor to determine the appropriate stage size and exact location.

I am available whenever needed to answer any questions you may have or provide any more information that may be needed. We will have details about our non-profit as soon as possible.

Craig Gilbert  
281-794-5628  
craig@theworshipdoctor.com



# SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

**INTRODUCTION:** Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

**PROCEDURES:** Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – [ctemplonuevo@tomballtx.gov](mailto:ctemplonuevo@tomballtx.gov)



# SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: April 9, 2025

Is this event Co-City sponsored? Yes ☐ No ☒

Request for permission to use a public venue for the following type of event (please check one):

Festival ☐ Community Event ☐ Arts & Crafts Event ☐ Music Event ☒ Other (specify) \_\_\_\_\_

1. Event title: Tomball Praises Together

2. Sponsoring entity: Tomball Praises Together

3. Is this organization based in Tomball: Yes ☒ No ☐

4. Is this organization *non-profit* ☒ or *for-profit* ☐ \*Attach 501 (c ) (3) tax exemption if applicable

5. Contact: Craig Gilbert Phone: 281-794-5628

6. Contact address: 12802 Royal Ann Way Tomball TX 77375

7. Contact email: craig@theworshipdoctor.com

8. Event date: October 12, 2025

9. Event times: Start 2:00pm Finish 6:00pm Set-up 8:00am Breakdown 6:15pm

10. Is this event for charity? Yes ☐ No ☒

11. If yes, what charity? \_\_\_\_\_ Tax ID \_\_\_\_\_

12. If yes, what percentage of net proceeds will be donated to the charity? \_\_\_\_\_

13. On-site contact: Larry Chatman Mobile #: 832-797-3348

14. Estimated number of attendees: 200-400

15. Detailed site map in attached: Yes ☐ No ☒

16. Is this event open to the public: Yes ☒ No ☐

17. Admission fee: \$ \_\_\_\_\_ Free ☒

18. Time at which event staff will begin to arrive: Stage and sound at 8:00am, Event staff noon

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial cg

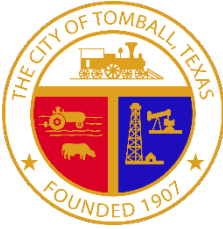
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial cg

21. Name of insurance carrier: TBD

22. Are Fireworks included in your event? ☒ No ☐ Yes (Must submit Fireworks Event Application)

Signature: \_\_\_\_\_

FOR OFFICIAL USE - Fee required: Yes \_\_\_\_\_ No \_\_\_\_\_ Amount Due: \$ \_\_\_\_\_



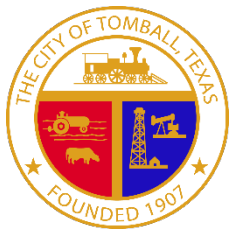
## FIREWORKS EVENT GUIDELINES & APPLICATION

**INTRODUCTION:** Any non-sanctioned city event, including but not limited to wedding, party, or other gathering, involving the use of any firework. A firework is defined as any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether specially designated and defined or not.

**PROCEDURES:** Several procedures and guidelines must be followed before any non-city sanctioned event may take place involving fireworks. Those include, but are not limited to, the following:

1. A completed Fireworks Application must be submitted to the Tomball Fire Department at least 90 days prior to any proposed festival or event. Tomball City Council approval is required if event meets one of the following criteria: sale of alcohol, street closures, fireworks, or contains a request for in-kind donations from the City of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, location, a detailed site map, hours of fireworks show, type of fireworks show (aerial or ground effects). **THIS DOES NOT CONSTITUTE A PERMIT FROM THE FIRE MARSHAL'S OFFICE.**
  - a. Aerial Fireworks Shooting Sites shall not be within
    - i. 1,000 feet of a structure on an abutting property
    - ii. 500 feet of a lot line where livestock are present
3. If approved by the Tomball Fire Department, the proposed event will be presented to City Council for final approval. The applicant is required to attend this meeting to answer any questions regarding the application if necessary.
4. If approved by the Tomball City Council, no less than 14 days prior to the event, the applicant's state licensed pyro-technician shall submit appropriate documentation for permitting to the Tomball Fire Department's Fire Prevention Division.
5. Failure to comply with these guidelines may result in a fine not to exceed \$2,000.

For additional information, or to submit a fireworks event application, please contact:  
Tomball Fire Department – Fire Prevention Division  
1200 Rudel Dr.  
Tomball, Texas 77375  
(281) 351-7101 | Email – [firecode@tomballtx.gov](mailto:firecode@tomballtx.gov)



## FIREWORKS EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 1200 Rudel Dr | Tomball, Texas 77375 | (281) 351-7101

An application to stage an event within the City of Tomball shall be filed with the Tomball Fire Department at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council and permitted by the Tomball Fire Department.

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

Request for permission to conduct and Fireworks Show for the following type of event (please check one):

Festival ☐ Community Event ☐ Wedding ☐ Music Event ☐ Other (specify) \_\_\_\_\_

1. Event title: \_\_\_\_\_

2. Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Contact address: \_\_\_\_\_

4. Contact email: \_\_\_\_\_

5. Event date: \_\_\_\_\_

6. Firework Show Event times: Start \_\_\_\_\_ Finish \_\_\_\_\_ Set-up \_\_\_\_\_ Breakdown \_\_\_\_\_

7. Fireworks Show Type (Check All that Apply): ☐ Aerial ☐ Ground Effects

8. State-Licensed Fireworks Provider: \_\_\_\_\_ Phone: \_\_\_\_\_

9. On-site contact: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

10. Estimated number of attendees: \_\_\_\_\_

11. Detailed site map is attached: Yes ☐ No ☐

12. Is this event open to the public: Yes ☐ No ☐

13. Admission fee: \$ \_\_\_\_\_ Free ☐

Signature: \_\_\_\_\_



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

**Topic:**

Approve request from Tomball High School for City Support and In-Kind Services for the annual Tomball High School Homecoming Parade in downtown Tomball, on Wednesday, October 1, 2025, from 6:30 to 9:30 p.m.

**Background:**

Continue the annual tradition of Tomball HS students and parents to safely showcase their Cougar pride via a parade on Main St and ending in a rally at the Depot. The estimated attendance is 1,500 people. The estimated In-Kind Services is \$3,360.

**In-Kind Request for Services:**

Service/Support	Cost
Public Works	\$1,120
Police	\$2,240
Total	\$3,360

**Origination:** Tomball High School – Mark Vierkant and Riane Gammill

**Recommendation:**

To help with the efficiency of the events, I am in favor of recommending this request for In-Kind Services:

- Waive the Depot rental fee
- Use the Tomball Depot as the location of the Rally
- Provide water barricades on S. Walnut St. on both north and south side of Market St.
- Provide wooden barricades at S. Walnut St. and Fannin St.
- Provide wooden barricades at S. Elm St. and Market St.
- Provide water barricades on both north and south side of Market St. from S. Walnut St to S. Cherry St.
- Provide wooden barricades in the middle of Market St. from S. Walnut St to S. Cherry St.
- Trash receptacles and trash pick-up at Depot
- (14) Police Officers
- (8) Public works employees
- FD apparatus
- Potential use of additional parking lots

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

Chrislord Templonuevo

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

To account # \_\_\_\_\_

Signed \_\_\_\_\_

Staff Member

Date

Approved by \_\_\_\_\_

City Manager

Date



# SPECIAL EVENT GUIDELINES & APPLICATION

THE CITY OF TOMBALL, TEXAS

Effective Date: 1/1/2023

**INTRODUCTION:** Any organized activity or event and open to the general public that involves the use of, or having an impact upon, public property, facilities, public parks, sidewalks, or street areas in the city of Tomball require prior approval and must meet certain requirements for consideration.

**PROCEDURES:** Several procedures and guidelines must be followed before any non-city staged event may take place. Those include, but are not limited to, the following:

1. A completed Special Event application must be submitted to the Tomball Department of Marketing & Tourism at least 180 days prior to any proposed festival or event. Tomball City Council approval is required if the event meets one of the following criteria: sale of alcohol, street closures or contains a request for in-kind donations from the city of Tomball.
2. A written proposal must accompany the application. The proposal should include the overall event concept, a detailed site map, a list of planned activities, hours of operation, proposed vendors, food and beverage, entertainment, and any other relevant aspects of the event.
3. If a charity is involved, or is the beneficiary of funds raised, information about the charity needs to be included as a part of the application process, as well as proof of non-profit status. If requesting in-kind services, preference will be given to organizations providing donations to agencies within the city limits of Tomball.
4. A fee equal to the actual cost of city services to host the event will be required of for-profit event planners to be paid no less than ten business days before the event. Non-profit organizations may request city services as an in-kind donation.
5. A meeting will be scheduled with the Tomball Events Team (representatives of Tomball Police, Fire, Public Works, Marketing and Northwest Community Health EMS) to discuss the merits and feasibility of the proposed event. The applicant is required to be at this meeting to answer questions regarding the application. Failure to attend will result in the event being cancelled by the city of Tomball.
6. If approved by the Tomball Events Team, the proposed event will be presented to the city council for final approval. The applicant is required to be at this meeting to answer questions regarding the application if necessary.
7. Ten days prior to the event, proof of general liability insurance (\$1,000,000 minimum) must be provided by the event organizer naming the city of Tomball as additional insured.
8. Event coordinators must provide their own volunteers or staff; oversee food and beverage permits, vendors, site clean-up and other aspects of staging a festival/special event.
9. Failure to comply with the guidelines listed above will preclude applicant from staging future events.

For additional information, or to submit an event application, please contact:

Chrislord Templonuevo – Director of Marketing & Tourism

401 Market Street

Tomball, Texas 77375

(281) 290-1035 | Email – [ctemplonuevo@tomballtx.gov](mailto:ctemplonuevo@tomballtx.gov)



# SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, TX 77375 | (281) 351-5484

An application to stage an event within the city of Tomball shall be filed with the Marketing & Tourism Team at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by the Tomball City Council.

Date: April 14, 2025

Is this event Co-City sponsored? Yes ☐ No ☒

Request for permission to use a public venue for the following type of event (please check one):

Festival ☐ Community Event ☒ Arts & Crafts Event ☐ Music Event ☐ Other (specify) \_\_\_\_\_

1. Event title: Tomball High School Homecoming Parade and Pep-Rally

2. Sponsoring entity: Tomball High School Student Council

3. Is this organization based in Tomball: Yes ☒ No ☐

4. Is this organization *non-profit* ☒ or *for-profit* ☐ \*Attach 501 (c) (3) tax exemption if applicable

5. Contact: Mark Vierkant/ Riane Gammill Phone: 346.379.7791

6. Contact address: 30330 Quinn Rd. Tomball TX 77375

7. Contact email: markvierkant@tomballisd.net or riangammill@tomballisd.net

8. Event date: October 1, 2025

9. Event times: Start 6:30PM Finish 9:30PM Set-up 4:00PM Breakdown 9:30PM

10. Is this event for charity? Yes ☐ No ☒

11. If yes, what charity? \_\_\_\_\_ Tax ID \_\_\_\_\_

12. If yes, what percentage of net proceeds will be donated to the charity? \_\_\_\_\_

13. On-site contact: Riane Gammill Mobile #: 346.379.7791

14. Estimated number of attendees: 1,500

15. Detailed site map in attached: Yes ☒ No ☐

16. Is this event open to the public: Yes ☒ No ☐

17. Admission fee: \$ \_\_\_\_\_ Free ☐

18. Time at which event staff will begin to arrive: 4:00PM

19. The applicant will defend and hold harmless the city of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses. Initial Rg

20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured. Initial Rg

21. Name of insurance carrier: Acord-TASB Risk Management Fund

22. Are Fireworks included in your event? ☒ No ☐ Yes (Must submit Fireworks Event Application)

Signature: Riane Gammill - THS Student Council advisor

FOR OFFICIAL USE - Fee required: Yes \_\_\_\_\_ No \_\_\_\_\_ Amount Due: \$ \_\_\_\_\_



**The parade will end at The Depot and the Pep-Rally will begin.**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve the expenditure of greater than \$50,000 with Data Projections, Inc. for the technology upgrades to the Administration Building Training Room, for a total not-to-exceed amount of \$54,937.68, approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.

#### Background:

As part of the FY 2024-2025 Budget, Council approved making upgrades to the technology components Training Room in the Administration Building at 501 James Street. This room is often used for internal and external presentations, meetings, and classes, including community meetings. In order to meet the needs of the room, staff recommended updating the audio/visual and presentation equipment.

Staff worked with various vendors to obtain quotes and design upgrades that would enhance the room's functionality. The selected upgrades include removing the overhead projector, installing a large presentation screen and smaller screens throughout the room, adding additional audio capabilities, and using a Microsoft-based Teams Room set up to allow for integration of in-person and virtual meetings.

To complete this project, staff recommend approving the proposed contract with Data Projections, Inc., a local audio/visual company. The proposed contract is a TIPS Cooperative contract (230105).

Services	Budgeted Amount	Service Cost
Hardware/Software Upgrades and Installation	\$70,000.00	\$49,937.68
Contingency for Project	\$5,000.00	\$5,000.00
Total Cost:	\$75,000.00	\$54,937.68

#### Recommendation:

Staff recommends approving the expenditure of \$54,937.68 with Data Projections, Inc. for the Training Room technology upgrades, as appropriated in the FY 2024-2025 Budget.

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

#### 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: # 100-117-6402

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

**Signed:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date



## DATA PROJECTIONS

### Training Room - AV Installation (MTR) w/ Voice-Lift

Quote Number: 25907 *Version.1*

Contract Number: TIPS 230105

Date: 03/14/2025

Expiry Date: 04/11/2025

Prepared for:

**City of Tomball**

Tom Wilson

twilson@tomballtx.gov





Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Data Projections, Inc.



## Scope of Work

### Project Overview:

The **City of Tomball** is upgrading its **Training Room** to a state-of-the-art **Microsoft Teams Room (MTR)** to enhance communication, training, and collaboration capabilities. The project includes the installation of multiple commercial displays, audio systems, conferencing equipment, and a robust control interface. The goal is to provide seamless in-room and remote conferencing experiences, empowering users with reliable and intuitive AV technology.

### Project Objectives:

- To commission a fully functional **Microsoft Teams Room (MTR)** with **1-touch-join** capabilities.
- Enable **BYOD** (Bring Your Own Device) functionality for videoconferencing platforms like **Zoom** and **Webex** in addition to **Microsoft Teams**.
- Deliver superior audio-visual quality for training sessions, presentations, and meetings.
- Provide a user-friendly control interface and ensure network readiness for smooth AV operations.

### Project Location:

501 James St, Tomball, TX 77375

### Project Onsite Point of Contact:

Tom Wilson

Email: twilson@tomballtx.gov

## System Description

### Room: Training Room

#### Functionality Description:

- Multi-purpose **Training Room** primarily used for staff training, remote meetings, and presentations.
- End users include **City of Tomball employees, trainers, and external collaborators** participating in hybrid meetings.

#### Source Devices:

- **Yealink MTR Windows PC** – mounted behind the primary display.
- **USB-A/HDMI wall plate** – located beneath the MTR touch-controller for BYOD connectivity.
- **Yealink PoE Switch** – supporting connected AV components.



## Displays:

- **Primary Display:** One (1) **98" Sony Commercial Display**, wall-mounted on the room's primary wall with commercial-grade mounting hardware, including a **pull-out feature** for easy rear access.
- **Secondary Displays:** Four (4) **85" Sony Commercial Displays**, wall-mounted with swing-arms on the side walls (two per wall), mirroring the primary display at all times. These displays can be pulled out and pivoted for best visibility.

## Audio:

- Six (6) **flush-mount Dante ceiling speakers** providing clear audio coverage throughout the room.
- Two (2) **flush-mount Dante Beamforming ceiling microphones** providing optimal audio pickup during conferences.
- In-Room voice-lift feature.

## Conferencing:

- One (1) **Yealink UVC860 intelligent PTZ camera**, shelf-mounted on the left wall facing the podium.
- Automated camera control through the **MTR touch-controller** supporting speaker tracking, presenter tracking, and multi-focus features.
- **BYOD conferencing support** for platforms such as **Zoom** and **Webex**, requiring simultaneous connection of **USB-A and HDMI cables**.

## Controls:

- One (1) **Yealink MTR touch-controller**, wall-mounted on the right column behind the podium.
- The controller supports:
  - **1-touch join** for scheduled Teams meetings.
  - Initiation of **ad-hoc meetings**.
  - **Content sharing** both wirelessly through MTR meeting or via the hard-wired HDMI cable connection.

## Equipment Location:

- **MTR PC and PoE Switch** wall-mounted behind the primary display.
- **Touch Controller & Wall Plate:** On the right column behind the podium.
- **PTZ Camera:** Mounted on the right wall facing the podium.

## Additional Notes:

- **Microsoft Teams Room Pro License:** To be provided by **City of Tomball** prior to the installation date for MTR commissioning.
- **Network Readiness:** The **DPI Project Manager** will provide guidance on network requirements and license queries.
- The room will maintain **its own identity** within Microsoft Teams and can be scheduled in advance for meetings.
- To host **BYOD videoconferencing**, both **USB-A and HDMI cables** must be connected to the user's device.
- **DPI's 1-Year SILVER Service and Maintenance Agreement** is included, covering warranty claims and ensuring optimal system performance with dedicated service support.

## Data Projections 1-Year SILVER Service and Maintenance Agreement:

- Our **Silver Service and Maintenance Agreement** will give you peace of mind knowing if an issue does arise, our dedicated service team will address it quickly and efficiently, at no additional cost, to provide you with optimal usage of your audio/visual solutions. Data Projections will process all manufacturer warranty claims per manufacturer limited



DATA  
PROJECTIONS

Data Projections, Inc  
3700 W. Sam Houston Pkwy S.  
Ste 525  
Houston, TX 77042  
Tel: 866.CALL.DPI (225.5374)  
[www.dataprojections.com](http://www.dataprojections.com)

warranty agreements for hardware purchased through Data Projections.

**\*\*Payment Terms Update\*\***

Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.



PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
FW98BZ30L	SONY	98IN BRAVIA 4K HDR PROFESSIONAL DISPLAY	1.00	\$7,282.21	\$7,282.21
FW85EZ20L	SONY	85IN BRAVIA 4K HDR PROFESSIONAL DISPLAY	4.00	\$2,032.80	\$8,131.20
XSM1U	CHIEF	MICRO-ADJUST FIXED WALL MOUNT X-LARGE	1.00	\$240.80	\$240.80
FCAXV1U	CHIEF	XL FUSION PULLOUT ACCS	1.00	\$482.30	\$482.30
TS525TU	CHIEF	THIN SWING ARM (LARGE)	4.00	\$497.69	\$1,990.76
RLNK-415R	MIDDLE ATLANTIC	15A4 OUTIP CTRL POWER	1.00	\$281.25	\$281.25
RLNK-215	MIDDLE ATLANTIC	15A2 OUTIP CTRL POWER	4.00	\$219.38	\$877.52
HD-RXC-4KZ-101	CRESTRON	DM LITE 4K60 4:4:4 RECEIVER FOR HDMI, RS-232, AND IR SIGNAL EXTENSION OVER CATX CABLE	5.00	\$268.75	\$1,343.75
HD-TXC-4KZ-101	CRESTRON	DM LITE 4K60 4:4:4 TRANSMITTER FOR HDMI, RS-232, AND IR SIGNAL EXTENSION OVER CATX CABLE	5.00	\$268.75	\$1,343.75
HD-DA8-4KZ-E	CRESTRON	1:8 HDMI DISTRIBUTION AMPLIFIER WITH 4K60 4:4:4 AND HDR SUPPORT	1.00	\$687.50	\$687.50
CG39702	C2G	HDMI AND USB PASS THROUGH DECORA STYLE WALL PLATE	1.00	\$45.08	\$45.08
MVC860-C5-000	YEALINK	NATIVE MICROSOFT TEAMS ROOMS SYSTEM FOR LARGE ROOMS	1.00	\$4,383.65	\$4,383.65
CS110-D	YEALINK	CEILING SPEAKER - DANTE	6.00	\$478.18	\$2,869.08
CM50	YEALINK	BEAMFORMING CEILING MIC - DANTE	2.00	\$3,194.84	\$6,389.68
AP08	YEALINK	DIGITAL SIGNAL PROCESSOR	1.00	\$1,516.90	\$1,516.90
RCH40 E2	YEALINK	POE SWITCH - USE FOR THE CONNECTION OF MULTI CAMERAS/MICS/SPEAKER	2.00	\$143.10	\$286.20
BYOD-EXTENDER	YEALINK	BYOD-EXTENDER	1.00	\$357.71	\$357.71
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	\$299.00	\$299.00
				<b>SUBTOTAL:</b>	<b>\$38,808.34</b>

## PROFESSIONAL INSTALLATION SERVICES

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$5,300.00
COMMISSIONING LABOR	\$600.00
PROJECT MANAGEMENT	\$600.00
DESIGN/ENGINEERING	\$1,125.00
<b>INSTALLATION SERVICES SUBTOTAL:</b>	<b>\$7,625.00</b>

## SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details	TOTAL PRICE
SILVER MAINTENANCE AGREEMENT 1 YR	\$1,281.82
<b>SERVICE AGREEMENT SUBTOTAL:</b>	<b>\$1,281.82</b>



## Training Room - AV Installation (MTR) w/ Voice-Lift

Prepared by:

**Data Projections, Inc.**

3700 W. Sam Houston Pkwy S. Ste 525

Houston, TX 77042

Patrick Fender

(512) 825 9681

pfender@dataprojections.com

Job Location:

**Public Works**

501 James St

Tomball, TX 77375

Tom Wilson

Quote Information:

**Quote Number: 25907** *Version.1*

Contract No: TIPS 230105

Date: 03/14/2025

Expiry Date: 04/11/2025

P.O. No:

## Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$38,808.34
PROFESSIONAL INSTALLATION SERVICES	\$7,625.00
SERVICE & MAINTENANCE AGREEMENT	\$1,281.82
<b>Subtotal:</b>	\$47,715.16
<b>Shipping:</b>	\$2,222.52
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	\$49,937.68

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

### Data Projections, Inc.

SIGNATURE: \_\_\_\_\_

NAME: Patrick Fender

TITLE: Account Executive

DATE: 04/02/2025

### City of Tomball

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

### Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

### This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

### Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):





- Needs Analysis - performed before Scope of Work
- Project Welcome Notice - emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) - either by phone or in-person
- Project Status updates - informal or formal - either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control - comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion- Client walk-through and user acceptance training before project is transitioned to Service department

## User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

## Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

## Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

## Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

## Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

## Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its





officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

## **No Hire Policy**

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

## **Payment Terms**

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

**\*Data Projections reserves the right to invoice for hardware upfront and to progress bill for all projects as necessary. Progress billing may include charges for hardware upon order placement, hardware received and stored by Data Projections or the client, and for services rendered at the time of billing. This ensures project continuity and alignment with procurement and implementation timelines.**

**\*Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.**

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve the expenditure of greater than \$50,000 with Waypoint Solutions for the firewall replacement, replacement backup server, required annual warranty maintenance for key networking solutions, and consulting services, for a total amount of \$101,032.62 (increasing the total annual vendor spend and not-to-exceed amount to \$188,634.71), approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. These expenditures are included in the FY 2024-2025 budget.

#### Background:

Waypoint Solutions plays a critical role in supporting the City of Tomball's information technology and cybersecurity infrastructure. Our city depends on their expertise for strategic IT consulting, as well as the procurement of essential hardware and software required to maintain vital city systems.

In the current fiscal year, two significant IT projects are planned alongside the routine annual maintenance tasks. Notably, the upgrade of the core firewall to provide a highly available and faster backbone for the City's network and the replacement of the aging backup server (DIR-CPO-5792). In addition, the required yearly warranty licensing renewals for services like our servers, backup software, all network and voice services.

To complete and maintain our operational needs, staff recommend approving the proposed expenditure with Waypoint Solutions, our preferred pricing vendor for these required solutions. In addition to the DIR contract for the backup server, the other software and hardware will be purchased through the Choice Partners Cooperative (22/041KN02).

Service	Amount
Previously Approved Expenditures for City Services	
Artic Wolf MDR, FortiVoice Hardware, Licensing and Consulting	\$87,602.09
Additional Planned/Budgeted Expenditures	
Budgeted Replacement Backup Server*	\$18,093.61
Budgeted Firewall Update	\$17,855.28
Budgeted Fortinet Warranty Renewal	\$7,795.56
Backup Storage add-on for Cloud Storage	\$624.40
Budgeted FortiVoice/FortiFone Warranty Renewal	\$4,360.97
Budgeted VEEAM Backup Software	\$13,812.80
Budgeted VMWare Renewal	\$26,490.00
Estimated Consulting Services (including contingency)	\$12,000.00
<b>Total</b>	<b>\$188,634.71</b>

\* DIR Contract DIR-CPO-5792

**Origination:** Information Technology

### Recommendation:

Staff recommends approval of the expenditure with Waypoint Solutions for a total not-to-exceed amount of \$188,634.71 as appropriated in the FY 2024-2025 Budget.

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

**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: # Multiple Accounts

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

**Signed:** Tom Wilson  
Staff Member Date

**Approved by:**  
City Manager Date



118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23667

**Date** Apr 8, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market St  
Tomball, TX 77375-4645

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

### Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	1	iland Object Storage Bundle	\$0.00	\$0.00	\$0.00
2	1	iland Object Storage per GB (Reserved) with Inbound/Outbound Bandwidth and Operations included Object Storage 5TB amendment	\$868.43	\$624.40	\$624.40

<b>SubTotal</b>	\$624.40
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$624.40</b>

## Purchase Options

Select your preferred payment option / purchase terms\*:

☐ Net 30 Days Purchase (purchase amount \$624.40)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23368

**Date** Mar 12, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

## Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	1	FO500FT921000075 - FortiVoice UC,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2025-06-26 to 2026-12-31	\$8,314.96	\$7,795.56	\$7,795.56
		FO500FT921000047 - FortiVoice UC,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2025-06-26 to 2026-12-31			
		FF-580TW21002397 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2025-06-26 to 2026-12-31			
Total # of devices quoted: 3					

<b>SubTotal</b>	\$7,795.56
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$7,795.56</b>

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.

## Purchase Options

Select your preferred payment option / purchase terms\*:

☐ Net 30 Days Purchase (purchase amount \$7,795.56)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23031

**Date** Apr 10, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484

Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484

Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

DIR-Dell EMC  
DIR-CPO-5792

## Notes:

Line	Qty	Description	Unit Price	Ext. Price
1	1	PowerEdge R760 Server Trusted Platform Module 2.0 V5 3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11 Intel Xeon Gold 6526Y 2.8G, 16C/32T, 20GT/s, 37.5M Cache, Turbo, HT (195W) DDR5-5200 No Additional Processor No HBM Heatsink for 1 CPU configuration (CPU greater than 165W) Performance Optimized 5600MT/s RDIMMs RAID 5 PERC H755 Adapter, Low Profile Performance BIOS Settings UEFI BIOS Boot Mode with GPT Partition Very High Performance Fan x6 Dual, Hot Plug, Power Supply (1+1) Redundant 1400W 2U Riser Config 8, 2x8 FH Slots (Gen4), 1x16 LP Slot (Gen4) Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above), MLK iDRAC9, Datacenter 16G Broadcom 57454 Quad Port 10GbE Base-T Adapter, OCP NIC 3.0 Broadcom 5720 Dual Port 1GbE LOM No Cables Required Dell Luggage Tag PowerEdge 2U LCD Bezel BOSS-N1 controller card + with 2 SED M.2 960GB (RAID 1) BOSS Cables and Bracket for R760 (Riser 1) No Quick Sync iDRAC,Legacy Password iDRAC Service Module (ISM), NOT Installed	\$18,093.61	\$18,093.61

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Line	Qty	Description	Unit Price	Ext. Price
		iDRAC Group Manager, Disabled		
		Ubuntu Server Non Factory Install, x64,Reqs Subscription Selection		
		No Media Required		
		Cable Management Arm, 2U		
		2U Combo Drop-In/Stab-In Rails (B22)		
		Fan Foam, HDD 2U		
		No Systems Documentation, No OpenManage DVD Kit		
		PowerEdge R760 Shipping		
		PowerEdge R760 Shipping Material		
		PE R760 No CCC or CE Marking		
		ProSupport 4-Hour 7x24 Onsite Service 2 Years Extended		
		ProSupport 4-Hour 7x24 Onsite Service 3 Years		
		ProSupport 4-Hour 7x24 Technical Support and Assistance 5 Years		
		Dell Hardware Limited Warranty Plus On-Site Service		
		Dell Limited Hardware Warranty Plus Service, Extended Year(s)		
		Thank you choosing Dell ProSupport. For tech support, visit		
		<a href="http://www.dell.com/support">//www.dell.com/support</a> or call 1-800- 945-3355		
		On-Site Installation Declined		
		8 x 32GB RDIMM, 5600MT/s, Dual Rank		
		6 x 4TB 7.2K RPM SATA 6Gbps 512n 3.5in Hot-plug Hard Drive		
		2 x C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
		Ubuntu Support by Dell, 5yr Premium Sub, 1 Physical with Unlimited VMs		
		Dell Processor Acceleration Technology Pro 2.2		

<b>SubTotal</b>	\$18,093.61
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$18,093.61</b>

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.





118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23470

**Date** Mar 21, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

## Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	72	VMware vSphere Foundation 8 VMware, LLC - VCF-VSP-FND-1Y Start Date: 02/03/2025 End Date: 02/02/2026	\$212.00	\$190.00	\$13,680.00
2	61	VMware vSAN 8 VMware, LLC - VCF-VSAN-8 Start Date: 02/03/2025 End Date: 02/02/2026	\$234.00	\$210.00	\$12,810.00

<b>SubTotal</b>	\$26,490.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$26,490.00</b>

## Purchase Options

Select your preferred payment option / purchase terms\*:

☐ Net 30 Days Purchase (purchase amount \$26,490.00)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



## MANDATORY BROADCOM TERMS & CONDITIONS

Broadcom requires the address on the PO to match the address on the End User's existing Site ID. If End User requires address change, may result in system access issues for End User licenses.

If multi-year quote, all payment amounts are defined within the schedule above

### PAYMENT

Failure to timely remit payment of all amounts set forth in the Payment Schedule after written notice by Broadcom and a reasonable opportunity to remit such payment by Customer, to the maximum extent permitted by applicable law, relieve Broadcom of any and all support obligations hereunder until payment is tendered at which time use rights shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.

### MULTI-YEAR PRICING REQUIREMENT (Applicable Only to Multi-year Quotes)

The Out Year pricing in the POP dates listed above are only valid upon receipt of a Purchase Order that includes those line items. Annual payment terms apply. If all line items, including those with future period of performance dates, are not listed on the Partner and End User Purchase Order, all pricing is subject to change. Each order must meet Broadcom's minimum threshold requirements.

### PERSONAL DATA

End User acknowledges and agrees that Broadcom will process Personal Data as part of the provision of the Broadcom Offerings in accordance with Broadcom's Privacy Policy located at: <https://www.broadcom.com/company/legal/privacy>. End User hereby authorizes Broadcom to make necessary transfers of Personal Data and that any Broadcom Affiliates and subcontractors may process such Personal Data for the purposes of providing the Broadcom Offering contemplated under the End User Terms. Broadcom complies with the provisions of the General Data Protection Regulation ("GDPR"), and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, with respect to such transfers. Where Broadcom is a processor for End User under the GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation, Broadcom's processing shall be subject to and in accordance with Broadcom's global Data Processing Addendum ("DPA"), including the relevant Standard Contracting Clauses ("SCC") located at: <https://www.broadcom.com/company/legal/privacy/data-transfers> for international data transfer incorporated therein. End User has been advised that during the term of this Order Broadcom will collect Personal Data and process it as a Controller pursuant to the Privacy Policy and to the extent permitted by GDPR, and/or the Swiss Federal Data Protection Act and/or other applicable local legislation.

### ASSIGNMENT

Neither Party shall assign the End User Terms or any of its rights or delegate any of its duties under the End User Terms, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the End User Terms or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the End User Terms relate. Subject to the foregoing, the End User Terms will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void. "Affiliate" shall mean any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.

### SOFTWARE SUPPORT AVAILABILITY

End User understands that Broadcom may either (i) stabilize software in which no future enhancements, versions, releases, development, or service packs are planned, or (ii) the software may be end of life or a particular version is end of service in which Broadcom will no longer provide (a) operational or technical support and (b) develop and provide new enhancements, features, upgrades, service packs, and fixes for the software offering (the "Software Support Availability"). Prior to acceptance of this Order, End User should ensure it understands the support for the products licensed herein. Acceptance of this order shall constitute acceptance of such support and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Software Support Availability for licensed products can be obtained at <https://www.broadcom.com/docs/end-of-support>.

### MIGRATION

End User understands that Broadcom may migrate a previously licensed software (the "Original Product(s)") to a new software product (the "Migrated Product(s)"). It is the End User's responsibility to understand which products herein may be migrated products. Any migrated products are provided in consideration of Original Product(s) being terminated. End User shall cease using and de-install the Original Product(s) following a transition period not to exceed ninety (90) days, as of the date of receipt of the Migrated Product(s); The Migrated Product(s) are subject to the Agreement, the Specific Program Documentation (the "SPD") applicable to the Broadcom Software and Maintenance, located at Broadcom's website address at <https://www.broadcom.com/licensing> and this transaction document including all financial obligations relating to the Original Product(s) which remain valid and enforceable and are applicable to the Migrated Product(s). Prior to signature of this Order, End User should ensure it understands the migration for the products licensed herein. Execution of this order shall constitute acceptance of such migration and shall also constitute a representation and warranty by End User that it has reviewed and fully understands same. Migration path for licensed products can be obtained at <https://www.broadcom.com/docs/product-migration>.

### CLIENT AFFIRMATION

Client affirms:

- i. They agree to the sale of Broadcom or Offering(s) identified herein; such that they are contractually bounded and agree that the use of the Broadcom Offering(s) shall be subject to the End User Terms (defined below);
- ii. The End User has agreed to pay an agreed-upon fee for the Broadcom Offering(s);
- iii. They have been provided information relating to license type, Authorized Use Limitations and other Broadcom Offering-related information set forth herein.
- iv. In furtherance of your contractual and legal obligation to strictly comply with U.S. law relating to export, re-export, and transfer, and to the extent required by law, you understand that Broadcom will not accept orders from (a) military End Users of China, Russia or Venezuela for products with ECCN starting



## MANDATORY BROADCOM TERMS & CONDITIONS

with 5D992, or (b) Broadcom or the End User reasonably knows the Broadcom Offerings are intended or likely to be transferred or resold to such End Users. The End User represents and warrants that: (a) End Users, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list; and

### MANDATORY FLOW DOWN AND ADDITIONAL TERMS FOR END USERS:

For any Order for a Symantec/VMware offering for an End User utilizing a fully executed agreement by and between such End User and Symantec/VMware: Broadcom is the successor in interest to Symantec/VMware. For any Order for a Broadcom offering for an End User utilizing a fully executed agreement by and between Broadcom and such End User: Any prior Broadcom party to Your fully executed Broadcom agreement shall be replaced, if not already the contracting party with the following entity: (a) North America - CA, Inc.; (b) Latin America excluding Brazil - CA, Inc; (c) Brazil - CA Programas de Computador, Part e Serv Ltda; and (d) Europe, Middle East and Africa, and Asia Pacific and Japan - VMWare International Unlimited Company.

Broadcom is authorized to use the End User trademarks, service marks, logos, certifications, designations and insignias in connection with press and earnings releases. In addition, CA is authorized to use a specific designation (such as preferred business Partner etc.) it may have in describing its relationship to End User.

### ORDERING TERMS AND CONDITIONS AND END USER TERMS

The Broadcom Offerings, (and any hardware components if included within this Order), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2010, from the Broadcom shipping point stated in this Order or by electronic delivery (ESD).

The use of these offerings are governed by these ordering terms and conditions as well as: (a) either (i) the Broadcom terms and conditions published at <https://www.broadcom.com/licensing>, or (ii) the fully executed agreement by and between the End User and an applicable Broadcom entity governing the CA, Symantec, or VMware branded offerings ordered in this Order (provided that any terms that purport to protect any future pricing between the parties and any purported rights to host Broadcom Offerings on the behalf of an unrelated third party shall be deemed null and void for purposes of this Order), (b) the Specific Program Documentation (the "SPD"), or Product Use Rights (the "PUR"), and/or SaaS Listing applicable to the Broadcom Software, SaaS and Maintenance located at <https://www.broadcom.com/licensing>, and (c) the additional terms hereon (collectively, the "End User Terms"), which Partner agrees to ensure such terms are presented to and agreed by the End User along with the additional flow down terms noted below before or at the time of closing the End User transaction.



118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23196

**Date** Feb 21, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484

Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484

Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

## Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	2	FortiGate-200G Hardware plus 1 Year FortiCare Premium and FortiGuard Enterprise Protection	\$12,210.00	\$8,394.39	\$16,788.78
2	5	10 GE SFP+ passive direct attach cable, 1m 10 GE SFP+ passive direct attach cable, 1m, 0°C to 70°C, transceivers included, for systems with SFP/SFP+ slots	\$66.00	\$49.50	\$247.50
3	2	10 GE SFP+ passive direct attach cable, 3m 10 GE SFP+ passive direct attach cable, 3m, 0°C to 70°C, transceivers included, for systems with SFP/SFP+ slots	\$84.00	\$63.00	\$126.00
4	2	10 GE SFP+ passive direct attach cable, 5m 10 GE SFP+ passive direct attach cable, 5m, 0°C to 70°C, transceivers included, for systems with SFP/SFP+ slots	\$102.00	\$76.50	\$153.00
5	6	10GE SFP+ transceiver module, long range 10 GE SFP+ transceiver module, long range 10km, LC connector, SMF, 1310nm, 0°C to 85°C, for systems with SFP+ slots	\$120.00	\$90.00	\$540.00
<b>SubTotal</b>					\$17,855.28
<b>Tax</b>					\$0.00
<b>Shipping</b>					\$0.00
<b>Total</b>					<b>\$17,855.28</b>

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## Purchase Options

Select your preferred payment option / purchase terms\*:

☐ Net 30 Days Purchase (purchase amount \$17,855.28)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

Shipping charges will be determined at time of purchase.

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118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23638

**Date** Apr 4, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market St  
Tomball, TX 77375-4645

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

## Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	1	FortiFone 580 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates - 7/24/2025 to 7/24/2026 FF-580TW21002461, FF-580TW21002424	\$4,859.37	\$4,360.97	\$4,360.97
		FortiFone 380B 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates - 7/24/2025 to 7/24/2026 FF380B5L23026451, FF380B5L23026450, FF380B5L23026449, FF380B5L23026448, FF380B5L23026447, FF380B5L23026446, FF380B5L23026445, FF380B5L23026443, FF380B5L23026442, FF380B5L23026393, FF380B5L23026392, FF380B5L23026390, FF380B5L23026389, FF380B5L23026388, FF380B5L23026387, FF380B5L23026386, FF380B5L23026385, FF380B5L23026382, FF380B5L23026376, FF380B5L23026364, FF380B5L23026363, FF380B5L23026360, FF380B5L23026359, FF380B5L23026358, FF380B5L23026357, FF380B5L23026356, FF380B5L23026355, FF380B5L23026354, FF380B5L23026353,FF380B5L23026352, FF380B5L23026351, FF380B5L23026350, FF380B5L23026346, FF380B5L23026342, FF380B5L23026328, FF380B5L23026327, FF380B5L23026326, FF380B5L23026325, FF380B5L23026324, FF380B5L23026323, FF380B5L23026320, FF380B5L23026319, FF380B5L23026317, FF380B5L23026314,			

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Line	Qty	Description	List Price	Unit Price	Ext. Price
		FF380B5L23026168, FF380B5L23026167, FF380B5L23026166, FF380B5L23026165, FF380B5L23026163, FF380B5L23026162, FF380B5L23026161, FF380B5L23026160, FF380B5L23026159, FF380B5L23026157, FF380B5L23026108, FF380B5L23026106, FF380B5L23026105, FF380B5L23026104, FF380B5L23026103, FF380B5L23026102, FF380B5L23026101, FF380B5L23026100, FF380B5L23026099, FF380B5L23026098, FF380B5L23025978, FF380B5L23025976, FF380B5L23025975, FF380B5L23025974, FF380B5L23025973, FF380B5L23025972, FF380B5L23025971, FF380B5L23025970, FF380B5L23025947, FF380B5L23025945, FF380B5L23025944, FF380B5L23025943, FF380B5L23025942, FF380B5L23025941, FF380B5L23025940, FF380B5L23025939, FF380B5L23025938, FF380B5L23025937, FF380B5L23025936, FF380B5L23025935, FF380B5L23025934, FF380B5L23025933, FF380B5L23025932, FF380B5L23025931, FF380B5L23025930, FF380B5L23025929, FF380B5L23025928, FF380B5L23025927, FF380B5L23025926, FF380B5L23025925, FF380B5L23025924, FF380B5L23025923, FF380B5L23025922, FF380B5L23025921, FF380B5L23025920, FF380B5L23025915, FF380B5L23025914, FF380B5L23025907, FF380B5L23025601, FF380B5L23025595, FF380B5L23025594, FF380B5L23025592, FF380B5L23025591			

Total # of devices quoted: 109

<b>SubTotal</b>	\$4,360.97
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$4,360.97</b>

Purchase Options

Select your preferred payment option / purchase terms\*:  
[    ] Net 30 Days Purchase (purchase amount \$4,360.97)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.





118 Vintage Park Blvd, W414, Houston, TX 77070  
Phone: 832-479-8540

# QUOTE

**Number** AAAQ23448

**Date** Mar 19, 2025

## Bill To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Ship To

City of Tomball  
Tom Wilson  
401 Market Street  
Tomball, TX 77375

Phone 281-351-5484  
Email twilson@tomballtx.gov

## Account Manager



Paul Sides  
281-841-2126  
psides@waypointsolutions.com

## Contract

Choice Partners/HCDE  
22/041KN-02

## Notes:

Line	Qty	Description	List Price	Unit Price	Ext. Price
1	240	Veeam Backup for Microsoft 365. 1 Year Renewal Subscription Upfront Billing & Production (24/7) Support.Subscription Veeam Software - L-VBO365-0U-SU1AR-00 Start Date: 05/18/2025 End Date: 05/17/2026	\$21.60	\$19.44	\$4,665.60
2	10	1 year of Production (24/7) maintenance renewal for Veeam Data Platform Foundation Enterprise Plus. maintenance Veeam Software - L-FDNPLS-VS-PP1AR-0 Start Date: 05/25/2025 End Date: 05/24/2026	\$1,016.35	\$914.72	\$9,147.20

<b>SubTotal</b>	\$13,812.80
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$13,812.80</b>

## Purchase Options

Select your preferred payment option / purchase terms\*:  
[ ] Net 30 Days Purchase (purchase amount \$13,812.80)

\* If this quote contains finance payment options, the options are provided as an estimate only. Final payment amount is subject to credit verification and applicable taxes as required by law.

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# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve the expenditure of greater than \$50,000 with See Your Possibilities, LLC for the FY25-26 Strategic Planning Workshop and staff yearly trainings, the total not-to-exceed amount to \$58,500 approve the expenditure of funds thereof and authorize the City Manager to execute any and all documents related to the expenditure. This expenditure is included in the FY 2024-25 budget.

#### Background:

City Council authorized a not-to-exceed expenditure amount of \$51,000 in November 2024 for See Your Possibilities, LLC for professional development and training. Staff is requesting to increase the total expenditure by \$7,500, for a not-to-exceed expenditure amount of \$58,500, to cover these costs and the costs related to the Strategic Planning Workshop held by the City on March 28, 2025.

**Origination:** HR Department

#### Recommendation:

Approval

**Party(ies) responsible for placing this item on agenda:** Kristie Lewis, Esq.

#### 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: #100-115-6337, 100-  
113-6304

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

<b>Signed:</b> _____	<b>Approved by:</b> <u>D. Esquivel</u>	<u>04/16/25</u>
Staff Member	City Manager	Date

# INVOICE

SEE YOUR POSSIBILITIES LLC

7200 Trinidad Drive

North Richland Hills, TX 76180

kmoore@seeyourpossibilities.com

+1 (817) 403-8402

<https://perspectiveispower.com/>



Perspective is Power™  
SPEAKING • COACHING • CONSULTING

## Bill to

City of Tomball

501 James Street

Tomball

TX

77375

## Invoice details

Invoice no.: 200

Invoice date: 04/08/2025

Due date: 04/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Strategic Plan Development	March 28, 2025 Council workshop		\$7,500.00	\$7,500.00

Total

**\$7,500.00**

## Ways to pay



## Note to customer

Thank you for your business.

[View and pay](#)

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve the purchase of two 650kW natural gas generators from Evolve Power Generation for the South Wastewater Treatment Plant Expansion through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04), for a total contract amount not-to-exceed \$893,452.62, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Capital Improvement Budget.

#### Background:

Reliable power is a critical component of wastewater treatment operations. Interruptions in power can compromise the plant's ability to manage the treatment process effectively and potentially lead to environmental and operational challenges. As part of the South Wastewater Treatment Plant Expansion project, it was determined that additional generator power would be required to ensure uninterrupted operations during significant weather events. Our design consultant, Freese & Nichols, worked with Evolve Power Generation to determine the total kilowatts needed to combine with existing generators to ensure continued operations.

Based on the expansion design it was determined that an additional 1,200kW were needed to provide increased reliability and provide sufficient capacity for proper operations. A few scenarios were reviewed and ultimately the recommendation was to purchase two (2) 650kW generators to provide the required additional capacity and at the best price.

This item authorizes the purchase of two (2) 650 kW natural gas generators from Evolve Power Generation for an amount not-to-exceed \$893,452.62. Funds for this purchase were allocated in the Fiscal Year 2024-2025 budget, as part of the Capital Improvement Program.

South Wastewater Treatment Plant Budget Breakdown		
Project Element	Total Contract	Remaining Contract
Preliminary Engineering – FNI	\$506,085.00	\$0.00
Design Engineering – FNI	\$4,933,000.00	\$1,438,627.95
CMAR (Design Phase) – Webber	\$595,699.00	\$135,750.00
GMP 1 (Early Works) – Webber	\$9,304,330.21	\$9,304,330.21
Construction Management & Plant Commissioning - FNI	\$4,764,500.00	\$4,764,500.00
Generator – Evolve – PENDING APPROVAL	\$893,452.62	\$893,452.62
<b>Project Budget</b> <b>\$70,434,404*</b>	<b>Total Contracts</b> <b>\$20,997,066.83</b>	<b>Remaining Funding</b> <b>\$16,536,660.78</b>

\*Future Bond Issuance Required

This item authorizes a contract with Evolve Power Generation for a total contract amount not-to-exceed \$893,452.62 through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04).

**Origination:** Project Management

**Recommendation:**

Staff recommends approving a contract with Evolve Power Generation for a total contract amount not-to-exceed \$893,452.62 through a Choice Partners cooperative purchasing contract (Contract No. 17/020CG-04).

**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: #400-614-6409

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

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



## **EVOLVE POWER GENERATION**

10555 COSSEY ROAD HOUSTON TX 77070  
GENERAL INFORMATION (832)375-0099 BO WILLIAMS CELL (281) 615 - 8204  
EMERGENCY SERVICE (800) 723 - 4859 FAX (832) 375 - 0097

**Co-Op: Choice Partners**  
**Contract Number: 17/020CG-04**  
**Contract Number: 21/031KN-22**

**Company: City of Tomball**

**Date: March 14, 2025**

**Attention: Meagan Mageo**

**Re: Evolve Proposal (S. WWTP)**

**Subj: (2) 650 Kw**

Thank you for allowing Evolve Power Generation the opportunity to offer the following generator proposal for your consideration.

### ***Item I***

Quantity of two (2) Gillette SP-6500 650Kw Emergency Generator set, (See attached Spec Sheets) equipped as follows:

### **Engine Features**

- PSI
- 650kW, 1250 kVA, 1800 RPM.
- Skid base.
- Unit mounted radiator.
- Electric safety shut downs.
- Critical grade silencer (shipped loose).
- Flexible exhaust connection (shipped loose).
- Rain cap (shipped loose).
- Batteries.
- Battery rack and cables.
- Battery charger.
- Electronic governor.
- Block heater.
- Dry type air cleaner assembly.
- Oil drain extensions.

### **Generator Features**

- 277/480 Volt, 60 Hertz, 3 Phase Generator.
- Class H insulation.
- Generator strip heater.
- Main circuit breaker, 1250 amp, UL-Listed, electronic.

**Control Features**

- Auto start digital engine control panel, NFPA-110 Level 1.
- Basler 2020 DC Engine Controller
- Engines run contacts.
- Digital AC volt/amp/frequency meter.
- Over-current, over-frequency, over-voltage relays.
- Controller connection kit
- Bassler paralleling controls

**Unit Features**

- Integral vibration isolation.
- Custom Enclosure Complete.

**Miscellaneous**

- Anti-freeze, lube oil, and electrolyte.
- Owner’s manuals.
- Two (2) year warranty.
- Rated power factor test, 0.8 PF.
- Standard factory test.
- Start-up inspection (only one trip included to perform start up).

**Panel DP Board**

- It consists of two 800-amp beakers. Two 1000-amp breakers.
- One 4000amp main board breaker.
- The enclosure is rated NEMA 4X Stainless Steel

**Project Equipment Price .....\$893,452.62**

**Delivery**

- Submittals - 20 weeks.
- Delivery for generator is In Stock Houston Texas Weeks ARO upon approval of submittals.
- F.O.B. Job-site – Tomball, Texas.

**Notes**

- Off-loading and installation to be performed by others.
- All Crane Rigging, Permits and Police Personnel provided by others
- Detailed specifications not provided at time of proposal.

- No taxes are included in pricing.
- See specification sheets.

**Clarifications**

- Based on customer supplied information only as specifications not present while quoting.

**Validity**

- Pricing firm for forty-five (45) days.

Thank you and should you have any questions, please contact me by phone at (832)375-0099 or by fax at (832)375-0097.

Sincerely,  
***Evolve Power Generation***

Accepted Date\_\_\_\_\_

Bo Williamson  
Power Generation Division

Customer\_\_\_\_\_



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Adopt, **on First and Only Reading**, Ordinance No. 2025-15, an Ordinance Approving and Authorizing the Issuance and Sale of the City of Tomball Special Assessment Revenue Bonds, (Winfrey Estates Public Improvement District); Approving and Authorizing an Indenture of Trust and First other Agreements and Documents in Connection Therewith; Making Findings with to the Issuance of Such Bonds; and Providing an Effective Date.

#### Background:

Pursuant to Chapter 372 of the Local Government Code, Ordinance No. 2025-15 will be adopted on **First and Only Reading**, for the issuance and sale of Special Assessment Revenue Bonds for Winfrey Estates, Public Improvement District 12. The Ordinance will also approve and authorize an Indenture of Trust and agreement connected to the sale of bonds.

**Origination:** Project Management

#### Recommendation:

Adopt Ordinance No. 2025-15 on **First and Only Reading**, approving and authorizing the issuance and sale of the City of Tomball Special Assessment Revenue Bonds for Winfrey Estates, Public Improvement District 12.

**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

**ORDINANCE NO. 2025-15**

**AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT); APPROVING AND AUTHORIZING AN INDENTURE OF TRUST; APPROVING A BOND PURCHASE AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.**

\* \* \* \* \*

**WHEREAS**, the City of Tomball, Texas (the “City”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the Winfrey Estates Public Improvement District (the “District”), pursuant to Resolution adopted by the City Council of the City (the “City Council”) on April 18, 2022; and

**WHEREAS**, pursuant to the PID Act, the City Council published notice and held a public hearing on July 17, 2023, regarding the levy of special assessments on property within the District, and after the conduct of such public hearing adopted an Ordinance (the “Assessment Ordinance”); and

**WHEREAS**, in the Assessment Ordinance, the City Council approved and accepted the Service and Assessment Plan (as defined and described in the Assessment Ordinance, the “Service and Assessment Plan”) relating to the District and levied the assessments (the “Assessments”) against property within the District (the “Assessed Property”), as set forth in the Assessment Roll. Capitalized terms used in this preamble and not otherwise defined shall have the meaning assigned thereto in the Service and Assessment Plan; and

**WHEREAS**, the City is authorized by the PID Act to issue its revenue bonds, the City of Tomball, Texas Special Assessment Revenue Bonds, Series 2025 (Winfrey Estates Public Improvement District) payable from the Assessments on Assessed Property in the District (the “Bonds”) and other assets of the Trust Estate, for the purposes of (i) paying a portion of the Authorized Improvements Project Costs identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds; and

**WHEREAS**, the City Council has found and determined to (i) approve the issuance of the Bonds to finance the Authorized Improvements Project Costs identified in the Service and

Assessment Plan on the terms described herein, (ii) approve the form, terms and provisions of an Indenture (as defined herein); and

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

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

**Section 1.**     Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

**Section 2.**     Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to in the Indenture (defined herein).

**Section 3.**     Approval of Issuance of Bonds and Indenture of Trust. The issuance of for the purpose of providing funds for (i) paying a portion of the Authorized Improvements Project Costs identified in the Service and Assessment Plan, (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) funding a portion of the Delinquency and Prepayment Reserve Account, (iv) paying a portion of the costs incidental to the organization of the District, and (v) paying the costs of issuing the Bonds, are hereby authorized and approved.

- (a) The Bonds shall be issued and secured under that certain Indenture of Trust dated April 15, 2025, by and between the City and Wilmington Trust, National Association, as trustee (the “Indenture”). Such Indenture is hereby approved in the substantially final form presented at this meeting, with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the City, such approval to be evidenced by the execution and delivery of the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, and the City Secretary is hereby authorized and directed to attest such signature of the Mayor.
- (b) The Bonds issued pursuant to the Indenture shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured solely by the Assessments levied on the Assessed Property for the Authorized Improvement Project Costs, as set forth in the Service and Assessment Plan and other assets of the “Trust Estate” (as defined in the Indenture) pledged to such Bonds and shall never be payable from ad valorem taxes.

**Section 4.**     Sale of Bonds. The Bonds shall be sold to FMSbonds, Inc. (the “Underwriter”) at the price and on the terms and provisions set forth in that certain Bond Purchase Agreement (the “Bond Purchase Agreement”), dated the date hereof, between the City and the Underwriter. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved and the Mayor of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

**Section 5.**     Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the Bonds and any addenda, supplement or amendment thereto presented to and considered by the City Council are hereby in all respects approved and adopted. The City hereby authorizes the preparation of a final Limited Offering Memorandum reflecting the terms of the Bond Purchase Agreement and other relevant information. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds, and the Preliminary Limited Offering Memorandum is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and continued. Notwithstanding the execution, approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor, the Mayor and this City Council are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to development, the construction of the Authorized Improvements, the Developer (as defined in the Indenture) or its financial ability, the homebuilders, or the landowners.

**Section 6.**     Continuing Disclosure Agreement. The form, terms and provisions of that certain Continuing Disclosure Agreement (the “Continuing Disclosure Agreement” dated as of May 1, 2025 among the City, HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. and P3Works, LLC is hereby authorized and approved in substantially final form presented at this meeting and the Mayor of the City is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor, such approval to be evidenced by the execution thereof, the Mayor’s signature on the Continuing Disclosure Agreement may be attested by the City Secretary.

**Section 7.**     Approval of Service and Assessment Plan. The Winfrey Estates Public Improvement District Amended and Restated Service and Assessment Plan as presented at the meeting and as updated to reflect the issuance of the Bonds is hereby approved.

**Section 8.**     Additional Actions. The Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, including the making of modifications to this Ordinance and the Indenture as necessary to obtain approval of the Bonds by the Attorney General of the State, the Mayor, the City Manager and each other officer, employee and agent of the City are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance, including any required consents relating to land transfers. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

**Section 9.**     Effective Date. This Ordinance shall take effect immediately upon its adoption by the City Council of the City.

[Signature Page Follows]

FIRST AND ONLY READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF  
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21<sup>ST</sup> DAY OF APRIL  
2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN OPARR	_____

\_\_\_\_\_  
Lori Klein Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Bennett, Assistant City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve a Professional Services Agreement with Arudrra for Project Number 2025-10013, Tomball Hills Drainage Study, for a total contract amount not-to-exceed \$28,560, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. This expenditure is included in the Fiscal Year 2024-2025 Budget under Professional Services – Contract Engineering.

#### Background:

Staff requested a professional services agreement and scope of work with Ardurra to conduct a drainage study for Tomball Hills and provide solutions to reduce street flooding on Camille Drive near Alice Lane, as well as impacts to businesses along SH 249 access road. All solutions evaluated should minimize neighborhood disruptions along Camille Drive and Stella Lane.

The professional services agreement with Ardurra included a scope of work to complete the study and evaluate options for the drainage improvements, for a not-to-exceed amount of \$28,560. The scope of work includes the following tasks:

1. **Data Collection:** Reviewing existing site plans, topographic surveys, as-built drawing, drainage studies, and historical information (rainfall/flooding).
2. **Field Investigation and Survey:** Access existing conditions from topographic data and conduct field investigations.
3. **Conceptual Design:** Develop preliminary solutions to address drainage capacity issues with cost estimates.

Based on the City's adopted Procurement Policy purchases in excess of \$50,000 to one vendor require City Council approval. Staff is requesting approval of the professional services agreement with Ardurra for a not-to-exceed amount of \$28,560 as since the vendor has exceeded the \$50,000 expenditure threshold for the current fiscal year.

**Origination:** Public Works

#### Recommendation:

Staff recommends approving a Professional Services Agreement with Ardurra for a total contract amount not-to-exceed \$28,560.

**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: #100-156-6304  
If no, funds will be transferred from account # \_\_\_\_\_ To account # \_\_\_\_\_

Signed Drew Huffman Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2025-10013  
CITY OF TOMBALL  
TOMBALL HILLS DRAINAGE STUDY**

**THE STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Ardurra ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to conduct a Drainage Area Study and Alternatives Analysis (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services

agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 90 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

## **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

## **SECTION VII. ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$28,560**, including reimbursable expenses as identified in Exhibit "A".

## **SECTION VIII. INSURANCE**

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION IX. TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Ardurra  
Attention: Jeffrey S. Peters, PE  
3115 Allen Parkway  
Houston, Texas 77019

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

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

**SECTION XI.  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.**  
**MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer 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.

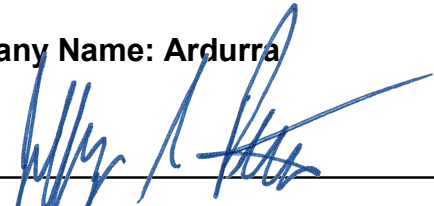
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Company Name: Ardurra**

  
\_\_\_\_\_

Name: Jeffrey S. Peters, PE

Title: Principal Engineer

**CITY OF TOMBALL, TEXAS**

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

ATTEST:

\_\_\_\_\_  
Shannon Bennett, Assistant City Secretary

# EXHIBIT A



April 2, 2025

Mr. Drew Huffman  
Director of Public Works  
City of Tomball  
501 James St  
Tomball, TX 77375

**Subject:** Request for Proposal  
Tomball Hills Drainage Area Study  
Alternatives Analysis

Dear Mr. Huffman:

Ardurra Group, Inc (Ardurra) is pleased to submit this proposal to provide professional engineering services to the City of Tomball, TX for the subject project. We understand the purpose of the study is to examine potential solutions to reduce street flooding on Camille Dr. near Alice Ln. as well as impacts to business along the SH 249 access road, while minimizing neighborhood disruptions along Camille Dr. and Stella Ln. Costs for any feasible alternate solutions will be compared against the current plan as shown in the Draft City of Tomball Drainage Master Plan (2025) along with any non-cost factors (public disturbance, easement, ROW, etc.) for the City to select a path forward.

## Project Overview and Scope

The objective of this scope of services is to identify alternative concepts to achieve the project goals described above, estimate construction costs, identify non-cost factor advantages and disadvantages, and provide documentation with recommendations for improvements to increase capacity, mitigate roadway ponding, and ensure compliance with local, state, and federal regulations. The scope includes preliminary assessments only. Any topographical surveys, hydrologic and hydraulic analysis, detailed redirection of public flows from conveying across private property, permitting, bidding support, and construction oversight is reserved for a future project phase, if appropriate and not included in this scope. Currently public conveyance is limited to a public easement however landowner states drainage continues to cause issues for property.





## 1. Project Initiation and Data Collection

- Objective: Gather existing data.
- Tasks:
  - Review existing site plans, topographic surveys, as-built drawings, and drainage studies.
  - Collect data on current stormwater infrastructure (e.g., pipe sizes, inlets, outfalls, and detention systems).
  - Obtain historical rainfall data, flood records, and resident feedback records from the City of Tomball on drainage issues (e.g., recurring flooding locations).
  - Observe and identify underground and overhead utilities that may impact drainage improvements.
- Deliverables:
  - No deliverables under this task.

## 2. Field Investigation and Survey

- Objective: Assess existing conditions. (topographic data for potential future phase).
- Tasks:
  - Perform a site visit to visually inspect the street, drainage inlets, downstream outfalls, and surrounding areas.
  - Identify visible signs of flooding, erosion, or infrastructure deterioration.
  - Confirm by visual observation elevations, slopes, and drainage flow paths of existing provided data.
  - Locate and visually verify the condition of existing drainage features (e.g., culverts, pipes, ditches).
  - Soil conditions assessment is not included – reserved for potential future phase.
- Deliverables:
  - Field investigation report with photographs and observations.
  - Sketches, concepts, figures provided in draft and final deliverables.

## 3. Conceptual Design

- Objective: Develop preliminary solutions to address drainage capacity issues.
- Tasks:
  - Propose drainage improvement alternatives (e.g., upsizing pipes, adding inlets, constructing detention basins, or enhancing roadside swales).
  - Estimate preliminary costs, construction feasibility, and right-of-way impacts for each alternative.
  - Conduct a workshop with the client to review alternatives and select a preferred option.
- Deliverables:
  - Draft and Final Conceptual design sketches or diagrams.
  - Draft and Final Preliminary cost estimates and alternatives analysis memorandum.



## Exclusions

- Land acquisition or right-of-way negotiations.
- Topographic survey and/or survey instruments, title research, etc.
- Preliminary and Final design and construction phase services
- Detailed geotechnical investigations
- Public outreach or community engagement beyond technical meetings with the client.

## Fee Basis and Schedule

Services will be provided on a lump-sum as presented below and on the attached level of effort detail.

NO.	DELIVERABLE	DATE	VALUE
<b>1</b>	<b>Tomball Hills Drainage Area Study</b>		
1.1	Project Initiation and Data Collection	1-2 weeks	\$1,250
1.2	Field Investigation and Survey	1-2 weeks	\$2,580
1.3	Draft Conceptual Design Sketches, Cost Estimates and Alternatives Analysis Memorandum	3-4 weeks	\$20,740
1.4	Final Conceptual Design Sketches, Cost Estimates and Alternatives Analysis Memorandum	1-2 weeks	\$3,990
	<b>TOTAL</b>		<b>\$28,560</b>

Each Task will be performed on a lump sum basis. Any requested additional effort will be billed at the hourly rates shown below or separate lump sum negotiation.

LABOR CATEGORY	HOURLY RATE
Project Director / Tech Director / Tech Specialist/	\$325
Principal/Sr. Project Manager	\$325
Subject Matter Expert (QA/QC)	\$300
Engineer/Scientist 7/8	\$270
Engineer/Scientist 5/6	\$230
Engineer/Scientist 3/4	\$190
Engineer/Scientist 1/2	\$150
Senior Designer/Drafter	\$200
Administrative/Accounting	\$130



Ardurra proposed to provide the scope of services described above for a lump sum in the amount of \$28,560.00. A detailed level of effort is also attached. For additional requested work outside the scope of services described above, Ardurra will perform the work on an hourly basis in accordance with the rates presented in the table above.

We look forward to beginning work on this important project and appreciate the opportunity to serve the City of Tomball. If you have any questions or require additional information, please contact me at 713-385-5601.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jeffrey S. Peters', with a long horizontal flourish extending to the right.

Jeffrey S. Peters, P.E., BCEE  
Principal Engineer  
Ardurra Group, Inc.  
TBPE Firm Registration No F-10053

Attachments: Level of Effort

cc: Adam Eaton, PE – Ardurra  
Rajesh Tanwani, PE - Ardurra  
Patrick Donart, PE - Ardurra

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve a Facility Use Agreement extension with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

#### Background:

The City entered into an agreement with Youth Soccer Club of Montgomery County, Inc. in May 2020 for a five (5) year term for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

Youth Soccer Club is an organized sports program that provides youth soccer programs for Harris and Montgomery County. Staff worked with the organization originally to develop a five (5) year agreement for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

The current agreement with Youth Soccer Club expires on May 5, 2025, and staff is requesting to extend the agreement for an additional one (1) year. The agreed amendment term is based on current negotiations for a Joint Participation Interlocal Agreement (ILA) between Harris County and the City. The ILA will require the County to design and construct a community center at the current Matthews Park and provide dedicated funds in the amount not-to-exceed \$8,000,000 to complete the project, in exchange the City will donate and convey to the County the property where Broussard Community Park is located. Upon completion of the ILA, the County will execute an agreement with the Youth Soccer Club for the ongoing maintenance and operation of the soccer fields.

Pursuant to the agreement, Youth Soccer Club will be responsible for providing all equipment necessary for operation and necessary maintenance of the fields to ensure they are kept in good operating condition.

**Origination:** Project Management

#### Recommendation:

Staff recommends approving an agreement extension for one (1) year with Youth Soccer Club of Montgomery County, Inc. for the maintenance and operation of the soccer fields and related improvements located at Broussard Community Park.

**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

## **AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** dated May 5, 2025

**BETWEEN:**

Youth Soccer Club of Montgomery County, Inc.

-AND-

The City of Tomball

### **Background**

1. Youth Soccer Club of Montgomery County, Inc. ("Club") and the City of Tomball ("City") entered into a Facility Use Agreement (the "Agreement") dated May 5, 2020, for the maintenance and operation of soccer fields and related improvements at Broussard Community Park.
2. The Parties desired to amend the Agreement on the terms and conditions set forth in this Amending Agreement (the "Agreement").
3. This Agreement is the first amendment to the Agreement.
4. References in this Amending Agreement are reflected in the Amendment as attached in Exhibit A.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions, and agreements below:

### **Amendments**

The Agreement is amended as follows:

1. The Amending Agreement will extend the term of the Agreement for one (1) year beginning May 5, 2025, and expiring May 4, 2026.

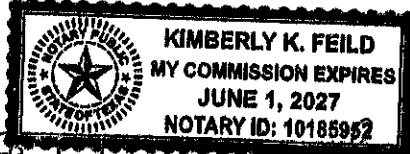
### **No Other Changes**

Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

## Governing Law

Subject to the terms of the Agreement, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the \_\_\_\_ April, 2025.



Kimberly K Feild  
Witness: Kimberly K Feild  
Date: 3/19/2025

Randy Evans- HTX Director  
Signed: Randy Evans  
Date: 3-19-2025

\_\_\_\_\_  
Attest: Shannon Bennett, City Secretary  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signed: David Esquivel, City Manager  
Date: \_\_\_\_\_

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Appoint a director to the Tomball Business Improvement District as created by Resolution No. 2021-44.

#### Background:

Tomball Business Improvement District is a municipal management district created by the Texas Commission on Environmental Quality and governed by Ch. 49 of the Water Code. It's purpose is to finance the public water, sewer, drainage and road improvements necessary for the industrial development site located at SH 99 and Rocky Road. The district is governed by a board of 5 directors with staggered 4-year terms. The Board has two terms that expired in June of 2024. Currently, the Board is only asking to reappoint Jorge Guerra for a 4-year term.

The board is all appointed by the city, of which none of them are elected. This is a new district so it's the first time the board is seeking a re-appointment. Mr. Guerra was one of the original directors appointed when TCEQ created this district. Attached is Resolution No. 2021-44 noting the district's creation in November 2021. The TCEQ order creating the district is also attached. The order appoints the initial directors (including Jorge Guerra) and the city is responsible for appointing or re-appointing all subsequent directors based on recommendations from the existing board.

**Origination:** City Secretary's Office

#### Recommendation:

Reappoint Jorge Guerra, Jr.

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

#### 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> <u>David Esquivel</u>	<u>04/16/25</u>
Staff Member	City Manager	Date



**RESOLUTION NO. 2021-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, GRANTING CONSENT TO THE CREATION OF A BUSINESS IMPROVEMENT DISTRICT UNDER CHAPTER 375 OF THE TEXAS LOCAL GOVERNMENT CODE.**

**WHEREAS**, the City Council (the “Council”) of the City of Tomball, Texas (the “City”), wishes to consent to the creation of a business improvement district with powers and authorities of a municipal management district (the “District”) operating pursuant to Chapter 375 of the Texas Local Government Code (the “Code”), over the land described in Exhibit “A” attached hereto (the “Land”); and

**WHEREAS**, the Code requires the City’s consent to be included as a part of the Land owner’s petition to the Texas Commission on Environmental Quality requesting creation of the District; and

**WHEREAS**, the consent contemplated in this Resolution is a condition precedent to the Land being annexed into the corporate boundaries of the City; **NOW, THEREFORE**,

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

**SECTION 1. THAT** The facts and opinions in the preamble of this Resolution are true and correct.

**SECTION 2. THAT** The City Council (the “Council”) of the City of Tomball, Texas (the “City”) hereby supports and gives its written consent to the creation of a business improvement district with powers and authorities of a municipal management district operating pursuant to Chapter 375, Texas Local Government Code over the land described in the Exhibit “A”.

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

**SECTION 4. THAT** All resolutions and agreements and parts of resolutions and agreements in conflict herewith are hereby repealed to the extent of the conflict only.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND APPROVED the 29 day of November, 2021.



\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:



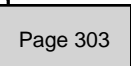
\_\_\_\_\_  
Doris Speer, City Secretary

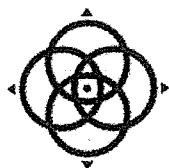
RP-2022-52099

## **EXHIBIT “A” – Property Description & Depiction**

RP-2022-52099







# 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;

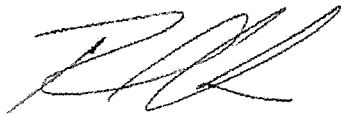
**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

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



DATE: 7-12-2021

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



## AN ORDER GRANTING THE PETITION FOR CREATION OF TOMBALL BUSINESS IMPROVEMENT DISTRICT NO. 1 AND APPOINTING INITIAL DIRECTORS

DOCKET NO. 2022-0535-DIS

On August 10, 2022, the Texas Commission on Environmental Quality (Commission) met in regular session at its offices in Austin, Texas, with notice of the meeting issued in compliance with the Open Meetings Act, Texas Government Code §§ 551.001-551.146, and the Administrative Procedure Act, Texas Government Code §§ 2001.001-2001.903, to consider the petition (Petition) filed by LIT Interchange 249 Business Park, LLC, as authorized, to create Tomball Business Improvement District No. 1 (District) of Harris County pursuant to Article XVI, § 59, and Article III, §§ 52 and 52(a) of the Texas Constitution and Chapter 375 Texas Local Government Code, and Chapter 49, Texas Water Code.

The Commission has jurisdiction to consider this matter and the following Findings of Fact and Conclusions of Law are appropriate after examining the application and supporting documentation:

### FINDINGS OF FACT

1. On March 29, 2022, an application (including the Petition) by LIT Interchange 249 Business Park, LLC, a Delaware limited liability company (Petitioner) was filed with the Commission pursuant to Chapter 375, Texas Local Government Code; Chapter 49, Texas Water Code; and Chapter 293, Title 30 Texas Administrative Code.
2. The Petition was signed by a duly authorized officer of the Petitioner.
3. The Petitioner holds a majority in value of title to the land to be included within the proposed District's boundaries.
4. Petitioner requested that the Commission hold a public hearing on the question of the creation of the District pursuant to Texas Local Government Code §375.023; Chapter 49, Texas Water Code; and Title 30 Texas Administrative Code §293.12(g).
5. The Petition contains a metes and bounds description of the boundaries of the District; states the specific purpose for which the District will be created; states the general nature of the work, the necessity for the work, and the approximate cost of the work; includes the name of the District; includes a proposed list of initial directors, their experience, and their initial term of service; and includes a Resolution by the City of Tomball, which expresses the city's consent to create the District.
6. There are no lienholders on the land in the proposed District.
7. Harris County is the county in which the District is to be located.



8. Notice of the hearing on the application was published on July 6 and July 13, 2022, in the *Houston Chronicle dba The Potpourri*, a newspaper regularly published and generally circulated in Harris County, Texas, which is the county in which the proposed District is to be located.

9. The notices of the hearing on the application contained the statement, "Each person has a right to appear and present evidence and testify for or against the allegations in the petition, the form of the petition, the necessity and feasibility of the district's project, and the benefits to accrue."

10. Submitted within the petition were notarized affidavits for each of the proposed initial directors, listed as follows and indicating that each meets the qualification requirements of Texas Local Government Code § 375.063:

Two-Year Term  
Jorge Guerra, Jr.  
Joel Curtis

Four-Year Term  
Joe Elkin  
Michael Edward Harney  
Randall Parr

Pursuant to Texas Local Government Code § 375.062, Petitioner requests that the Commission divide the initial directors into two groups, with two directors serving two-year terms and three directors serving four-year terms, as indicated above.

11. By Ordinance No. 2021-44, passed and approved November 29, 2021, the City of Tomball has consented to the creation of the District, as required by 30 Texas Administrative Code § 293.11(j)(1)(F).

12. The Executive Director conducted a review of the application and memorialized his findings in a technical memorandum dated May 27, 2022 (Memorandum). The Memorandum is attached as Exhibit "B" and is incorporated as part of this Order.

13. The creation of the District as set out in the Petition is feasible, necessary, and would be a benefit to the land to be included in the District.

14. The District and its system and subsequent development within the District will not have an unreasonable effect on the following: land elevations; subsidence; groundwater level within the region; recharge capability of a groundwater source; natural run-off rates and drainage; and water quality.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction to consider this Petition and is authorized to make and enter its Findings of Fact, Conclusions of Law, and Orders with respect to the creation of the proposed District.

2. All of the land and property proposed may properly be included within the District.

3. The Petition conforms to the requirement of Texas Local Government Code § 375.022.

4. Proper notice of this application was given pursuant to Texas Local Government Code §§ 375.023 and 375.024.

5. All statutory and regulatory requirement for creation of Tomball Business Improvement District No. 1 have been fulfilled in accordance with Chapter 375, Texas Local Government Code and Title 30 Texas Administrative Code § 293.11(j).

NOW THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY THAT:

1. The Petition for the creation of Tomball Business Improvement District No. 1 is hereby granted.

2. The District is created under the terms and conditions of Article XVI, § 59, and Article III, §§ 52 and 52(a) of the Texas Constitution, and Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code.

3. The District shall have, and shall be subject to, all of the rights, duties, powers, privileges, authority, and functions conferred and imposed by the Commission and the general laws of the State of Texas relating to municipal management districts.

4. The general nature of the work proposed to be done by the District at the present time is to purchase, construct, acquire, maintain, own, operate, repair, improve and extend a waterworks and sanitary sewer system for industrial and commercial purposes; to construct, acquire, improve, extend, maintain, and operate of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District; to control, abate, and amend local storm waters or other harmful excesses of waters as shall be consonant with the purposes for which the District is created, all as more particularly described in an engineer's report filed simultaneously with the filing of the petition, to which reference is made for a more detailed description, and such other additional facilities, systems, plants, and enterprises, and road, park and recreational facilities, as shall be consistent with all of the purposes for which the District is created.

5. The District shall be composed of the area situated wholly within the corporate limits of the City of Tomball, Harris County, Texas, described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

6. The following five persons with terms, as noted, are hereby named and appointed as initial directors of the District to serve until their successors are elected or have been appointed in accordance with applicable law:

Two-Year Term

Jorge Guerra, Jr.  
Joel Curtis

Four-Year Term

Joe Elkin  
Michael Edward Harney  
Randall Parr

7. The foregoing initial directors shall, as soon as practicable after the date of entry of this Order, execute their official bonds and take their official oath of office. All such bonds shall be approved by the Board of Directors of the District and each bond and oath shall be filed with the District and retained in its records.

8. This Order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the petition for creation, nor as a commitment or requirement of the Commission in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for Commission consideration.


9. This order shall not constitute approval or recognition of the validity of any provision in the City of Tomball consent Ordinance No. 2021-44, passed and approved November 29, 2021, and any other ordinance/resolution incorporated therein by reference to the extent that such provisions exceed the authority granted to the City of Tomball, by the laws of the State of Texas.

10. The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to all affected persons.

11. If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

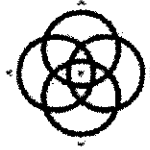
TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

  
Jon Niermann, Chairman

  
Date Signed

# Exhibit A

## Metes and Bounds Description



## EXHIBIT A

# 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;

## EXHIBIT A

**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;

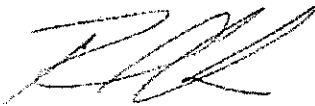
**THENCE**, ALONG THE SOUTH R.O.W. LINE OF SAID STATE HIGHWAY 99, THE FOLLOWING COURSES AND DISTANCES:

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;

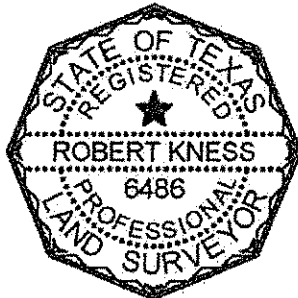
WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,259.16 FEET, A CENTRAL ANGLE OF 04 DEG. 03 MIN. 25 SEC., AN ARC LENGTH OF 558.81 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 89 DEG. 05 MIN. 02 SEC. EAST - A DISTANCE OF 797.06 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED WINDROSE SET MARKING A POINT 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



DATE: 7-12-2021

# Exhibit B

## Staff Memorandum

# Texas Commission on Environmental Quality

## TECHNICAL MEMORANDUM

**To:** Justin P. Taack, Manager  
Districts Section

**Date:** May 27, 2022

**Thru:** Andrew Paynter, Technical Specialist  
Districts Section

**From:** James Walker  
Districts Creation Review Team

**Subject:** Docket No. 2022-0535-DIS; Petition by LIT Interchange 249 Business Park, LLC for the Creation of Tomball Business Improvement District No. 1; Pursuant to Chapter 375, Texas Local Government Code and Chapter 49, Texas Water Code. TCEQ Internal Control No. D-03292022-056 (TC)  
CN: 606001535 RN: 111468054

### **A. GENERAL INFORMATION**

The Texas Commission on Environmental Quality (TCEQ) received a petition within the application requesting approval for the creation of Tomball Business Improvement District No. 1 (District) of Harris County. The petition was signed by Charles F. Meyer, Jr. as the authorized signatory of Interchange 249 Business Park GP, LLC, a Texas limited liability company, the general partner of Interchange 249 Business Park, LP, a Texas limited partnership, an operating member of LIT Interchange 249 Business Park, LLC, a Delaware limited liability company (Petitioner). In compliance with 30 Texas Administrative Code (30 TAC) Section 293.11(j)(1), the petition states that the Petitioner constitutes a majority of the value of the holders of title of the land within the proposed District, as indicated by the tax rolls of Harris County Appraisal District. There are no lienholders on the property to be included in the proposed District.

The District is proposed to be created and organized according to the terms and provisions of Article XVI, Section 59, and Article III, Sections 52 and 52(a) of the Texas Constitution, and Chapter 375, Texas Local Government Code (TLGC), and Chapter 49, Texas Water Code (TWC).

#### **Location and Access**

The proposed District is located in Harris County, Texas, south of State Highway 99, west of Rocky Road, and north of Boudreaux Road. The proposed District is located wholly within the corporate limits of the City of Tomball (City). Access to the proposed District will be provided by State Highway 99 to State Highway 249 to Boudreaux Road.

#### **Metes and Bounds Description**

The proposed District contains one tract of land totaling 240.075 acres. The metes and bounds description of the proposed District has been checked by TCEQ staff and has been found to form an acceptable closure.



#### City Consent

By Ordinance No. 2021-44, passed and approved November 29, 2021, the City granted its consent to the petition for creation of the proposed District. Accordingly, the requirement of 30 TAC Section 293.11(j)(1)(F) has been satisfied.

#### Statements of Filing Petition

Evidence of filing the petition with the City Secretary's office, Harris County, the TCEQ's Houston regional office, the Texas State Representative, and the Texas State Senator was included in the application.

#### Notice Requirements

Proper notice of the application was published on July 6 and July 13, 2022, in the *Houston Chronicle dba The Potpourri*, a newspaper regularly published or circulated in Harris County, the county in which the District is proposed to be located. Accordingly, the notice requirements of 30 TAC Section 293.12(g) have been satisfied.

#### Type of Project

The proposed District will be considered a "developer project" as defined by 30 TAC Section 293.44(a). Therefore, developer cost participation in accordance with 30 TAC Section 293.47 will be required.

#### Developer Qualifications

Application material indicates that Lovett Industrial will carry out the development of the proposed District. Lovett Industrial was founded in 2020 with the goal of being the premier industrial and logistics real estate operating platform in the United States. Lovett Industrial currently has 16 projects across the United States.

#### Appraisal District Certificate

By certificate dated January 18, 2022, the Harris County Appraisal District has certified that the appraisal roll indicates that the Petitioner represents the owner of the majority of value of the property in the proposed District.

#### Temporary Director Affidavits

The TCEQ has received affidavits for consideration of the appointment of temporary directors for the following:

##### Two-Year Term

Jorge Guerra, Jr.  
Joel Curtis

##### Four-Year Term

Joe Elkin  
Michael Edward Harney  
Randall Parr

Submitted within the application were notarized affidavits for each of the proposed temporary directors, indicating that each meets the qualification requirements of Texas Local Government Code Section 375.063.

Pursuant to Texas Local Government Code Section 375.062, the Petitioner requests that the TCEQ divide the temporary directors into two groups, with two directors serving two-year terms and three directors serving four-year terms, as indicated above.

## **B. ENGINEERING ANALYSIS**

### **Availability of Comparable Service**

The proposed District is within the corporate limits of the City of Tomball. According to information provided, there are no other utility servicers which have the facilities or capacity to serve the development. The proposed District will construct all internal water, wastewater, drainage, and road facilities, as well as required offsite roadway and wastewater improvements necessary to serve the proposed District. Once constructed, the required water, wastewater, and road improvements will be conveyed to the City for ownership and maintenance. Drainage improvements will be owned, operated, and maintained by the proposed District. All infrastructure proposed to serve the proposed District will be designed according to applicable criteria established by the City of Tomball, Harris County, Harris County Flood Control, Texas Department of Transportation, and the TCEQ as appropriate.

### **Water Supply**

The proposed District is located within the corporate limits of the City of Tomball. The City holds the water Certificate of Convenience and Necessity (CCN) for the land to be included in the proposed District. It is expected that the proposed District will connect to existing City of Tomball infrastructure. The proposed District will not have a residential population, it will serve industrial and commercial development with an equivalent single-family connection (ESFC) count of 425. The ultimate average daily demand is estimated to be 0.11 million gallons per day (MGD) with a max day and peak hour demand of 0.26 MGD and 0.47 MGD, respectively.

### **Water Distribution**

The water distribution system for full development of the proposed District will consist of approximately 4,600 linear feet (LF) of 12-inch water lines along with related appurtenances. Connection to the City's water system will be made to existing waterlines at Rocky Road and Boudreaux Road. The internal water distribution system will be looped with connection to waterlines within both Rocky Road and Boudreaux Road to improve supply conditions during emergencies and maintenance periods, and to equalize pressure in the system. Valves, fire hydrants, and flushing valves will be provided at intervals as required by the TCEQ and the City. The City intends to construct a 1.0 MGD elevated storage tank within the boundaries of the proposed District in order to supplement water pressure in the southwest corner of the City. The elevated storage tank is anticipated to be funded 50% by the City and 50% by the developer. Upon completion and inspection of the water supply facilities, all facilities will be conveyed to the City for ownership, maintenance, and operation.

### **Wastewater Treatment**

The wastewater generated by the development within the proposed District will flow by gravity through internal wastewater lines to an onsite lift station which will pump to an existing City of Tomball wastewater system at the corner of State Highway 249 and Holderrieth Road, approximately 1 mile north of the proposed District.

#### Wastewater Collection

The wastewater collection system for full development of the proposed District will consist of approximately 4,050 LF of 12-inch diameter gravity flow wastewater line which will flow into a proposed lift station on the east side of the site. Approximately 8,160 LF of 6-inch wastewater force main is proposed to be installed east to Rocky Road, north along Rocky Road to Boudreaux Estates Drive, east along Boudreaux Estates Drive to the west side of State Highway 249, and north along the west side of State Highway 249 to the northwest corner of State Highway 249 and Holderrieth Road where it will connect to an existing City of Tomball wastewater manhole. It is estimated that the proposed District will contain 425 ESFCs at ultimate development, requiring 106,250 gallons per day of wastewater treatment capacity, using 250 gallons per day per connection. Upon completion and inspection of the wastewater facilities, all facilities will be conveyed to the City for ownership, maintenance, and operation.

#### Storm Water Drainage System and Drainage Improvements

The stormwater collection system for the full development of the District will consist of a combination of street curbs and gutters with inlets, detention ponds, and internal storm drain conduit. Major storm pipe infrastructure ranges from 18-inch reinforced concrete pipe to 6'x5' reinforced concrete box. The storm water collection system will be designed to convey the 2-year storm within a pipe system to the two proposed detention ponds onsite. One will be at the northwest corner of the site, and one will be at the eastern side of the site. The 100-year storm will be conveyed to the detention ponds via sheet flow.

#### Road Improvements

The paving within the proposed District will be 40-foot concrete curb and gutter roadways provided by the proposed District. Connections to Rocky Road, State Highway 99, Shaw Road, and Boudreaux Road will provide ingress/egress access to the site. The collector roadways for full development of the proposed District will consist of a north/south roadway providing connectivity to State Highway 99 and Hamish Road and an east/west roadway which will provide connectivity from Hamish Road to Rocky Road. Application material indicates the proposed District will construct improvements within the proposed District. Once constructed, the roadway improvements will be conveyed to the City for ownership and maintenance. The City has consented by ordinance to the creation of the District with road powers.

#### Recreational Facilities

The proposed District will construct recreational facilities consisting of major amenity infrastructures.

#### Topography/Land Elevation

The topography of the proposed District is relatively flat and forested, with some steeper slopes near the northwest corner. Elevations range from 170 to 159 feet above mean seal level. The fill and/or excavation associated with the development of the proposed District's systems will not cause any changes in land elevation other than that normally associated with the construction of the underground utility systems, drainage facilities, and paving.

#### Floodplain

According to Federal Emergency Management Agency Flood Insurance Rate Map No. 48201C0220L, dated June 18, 2007, and 48201C0240M dated October 16, 2013, approximately 1 acre of the proposed District is located within Zone "X". The floodplain area is expected to be utilized for detention. Any mitigation required will be provided during design.

### Subsidence

According to application material, the proposed District is anticipated to have minimal effect on subsidence.

### Groundwater Level/Recharge

The water supply sources utilized by the City are mostly sourced by groundwater. As the CCN holder and retail provider for the proposed District and based on conversations between the proposed District and the City, it is understood that the City has adequate well capacity to serve the proposed District. Recharge to the unconfined portion of the aquifers beneath the surface of the proposed District area is primarily from infiltration of precipitation and seepage of surface water bodies. Approximately 80% of the proposed District's area will be made impervious as a result of development, leaving 20% of the site pervious to allow for groundwater recharge.

### Water Quality

No adverse effect on the water quality of ground or surface water is anticipated due to the treatment and disposal of wastewater flows from the proposed District into existing City facilities. Additionally, facilities to serve the proposed District will be operated in accordance with the terms of the waste discharge permit obtained from the TCEQ.

## **C. SUMMARY OF COSTS**

### **WATER, WASTEWATER, AND DRAINAGE**

	District's <sup>(1)</sup>
<u>Construction Costs</u>	<u>Share</u>
1. Water Distribution System	\$ 3,463,400
2. Wastewater Collection System	5,890,600
3. Storm Drainage System	<u>19,199,100</u>
TOTAL CONSTRUCTION COSTS (78.77% of Bond Issue)	\$ 28,553,100
<u>Non-construction Costs</u>	
A. Legal Fees	\$ 906,250
B. Fiscal Agent Fees	725,000
C. Interest	
1. Capitalized Interest (1 year at 4.5%)	1,631,250
2. Developer Interest (2 years at 4.5% of Construction Costs)	2,569,779 <sup>(2)</sup>
D. Bond Discount (3%)	1,087,500
E. Bond Issuance Expenses	175,246
F. Bond Application Report Costs	300,000
G. Creation Expenses	75,000
H. Operating Expenses	100,000
I. Attorney General Fee (0.10%)	36,250
J. TCEQ Bond Issuance Fee (0.25%)	<u>90,625</u>
TOTAL NON-CONSTRUCTION COSTS	\$ 7,696,900
TOTAL BOND ISSUE REQUIREMENT	\$ 36,250,000

Notes:

- (1) Assumes 100% funding of anticipated developer contribution items, where applicable.
- (2) Based on developer advancing funds approximately two years prior to reimbursement.

Eligibility of costs for District funding and 30% developer contribution requirements will be determined in accordance with TCEQ rules in effect at the time bond applications are reviewed.

**ROADS**

<u>Construction Costs</u>		District's <sup>(1)</sup> Share
1. Collector Roads	\$	3,274,800
2. Perimeter Roads		<u>4,522,700</u>
TOTAL CONSTRUCTION COSTS (79.93% of Bond Issue)	\$	7,797,500
 <u>Non-construction Costs</u>		
A. Legal Fees	\$	243,875
B. Fiscal Agent Fees		195,100
C. Interest		
1. Capitalized Interest (1 year at 4.5%)		438,975
2. Developer Interest (2 years at 4.5% of Construction Costs)		701,775 <sup>(2)</sup>
D. Bond Discount (3%)		292,650
E. Bond Issuance Expenses		75,370
F. Attorney General Fee (0.10%)		<u>9,755</u>
TOTAL NON-CONSTRUCTION COSTS	\$	1,957,500
 TOTAL BOND ISSUE REQUIREMENT	 \$	 9,755,000

Notes:

- (1) Assumes 100% funding of anticipated developer contribution items, where applicable.
- (2) Based on developer advancing funds approximately two years prior to reimbursement.

A preliminary layout of roads proposed for funding has been provided, and they appear to benefit the proposed District and the land included within the proposed District. Eligibility of costs may be subject to TCEQ review to be determined in accordance with TCEQ rules in effect at the time bond applications are reviewed.

**RECREATIONAL FACILITIES**

<u>Construction Costs</u>		District's <sup>(1)</sup> Share
1. Major Amenity Infrastructure	\$	<u>3,274,800</u>
TOTAL CONSTRUCTION COSTS (78.72% of Bond Issue)	\$	3,274,800
 <u>Non-construction Costs</u>		
A. Legal Fees	\$	104,000
B. Fiscal Agent Fees		83,200
C. Interest		
1. Capitalized Interest (1 year at 4.5%)		187,200
2. Developer Interest (2 years at 4.5% of Construction Costs)		294,732 <sup>(2)</sup>

D. Bond Discount (3%)	124,800
E. Bond Issuance Expenses	76,708
F. Attorney General Fee (0.10%)	4,160
G. TCEQ Bond Issuance Fee (0.25%)	<u>10,400</u>
TOTAL NON-CONSTRUCTION COSTS	\$ 885,200
<b>TOTAL BOND ISSUE REQUIREMENT</b>	<b>\$ 4,160,000</b>

Notes:

- (1) Assumes 100% funding of anticipated developer contribution items, where applicable.
- (2) Based on developer advancing funds approximately two years prior to reimbursement.

Eligibility of costs may be subject to TCEQ review to be determined in accordance with TCEQ rules in effect at the time bond applications are reviewed.

#### **D. ECONOMIC ANALYSIS**

##### **Land Use**

The land use for the proposed District is projected in the following table:

<u>Development</u>	<u>Acres</u>	<u>ESFCs</u>
Industrial	174.937	392
Commercial/Retail	10.900	34
Boudreaux Road Right-of-way	4.751	0
Internal Collector Right-of-way	6.926	0
Detention Pond	40.726	0
Water/Wastewater Facilities	<u>1.834</u>	<u>0</u>
Total	240.075	426

##### **Market Study**

A market study, prepared in February 2022, by Community Development Strategies, has been submitted in support of the creation of the proposed District. The market study indicates that approximately 3,085,545 square feet of the planned 3,176,105 square feet will be 10 industrial structures and constructed in three phases. The buildings will consist of a mix of larger buildings with a cross-dock loading configuration and smaller front or rear load buildings. A building including approximately 909,198 square feet will be the first constructed during 2022-2023 and is pre-leased as a build-to-suit for a single tenant. The remaining buildings will be constructed over three phases for either single tenants or up to two/three tenants depending on size and design. There will also be two retail sites totaling 8.2 acres. An additional 2.7-acre site is permitted for light industrial or retail use.

##### **Project Financing**

The estimated total assessed valuation of the proposed district at completion is as follows:

<u>Units Planned</u>	<u>Acreage</u>	<u>Value per Acre</u>	<u>Total Value at Build-Out</u>
Industrial	174.94	\$1,834,900	\$320,992,000 <sup>(1)</sup>

Retail/Commercial	10.9	\$1,834,900	<u>\$20,001,000</u> <sup>(1)</sup>
<b>Total Assessed Valuation (AV)</b>			<b>\$341,000,000</b> <sup>(3)</sup>

Note:

(1) Values are based on estimated costs as presented in the engineering report.

The application considers an estimated bond issue requirement of \$50,155,000 (\$36,250,000 for utilities, \$9,755,000 for roads, and \$4,150,000 for recreational facilities), assuming 100% financing, a bond coupon rate of 4.5%, and a 30-year bond life; therefore, the average annual debt service requirement would be \$3,079,707 (\$2,225,443 for utilities, \$598,875 for roads, and \$255,389 for recreational facilities). Assuming a 98% collection rate and an ultimate assessed valuation of \$341,000,000, a tax rate of approximately \$0.93 (\$0.67 for utilities, \$0.18 for roads, and \$0.08 for recreational facilities) per \$100 assessed valuation would be necessary to meet the annual debt service requirement. Application material also indicates a maintenance tax of \$0.05 per \$100 assessed valuation is anticipated.

The total 2021 overlapping tax rates on land within the proposed District are shown in the following table.

<u>Taxing Jurisdiction</u>	<u>Tax Rate</u> <sup>(1)</sup>
Tomball Business Improvement District No. 1	\$ 0.980000 <sup>(2)</sup>
City of Tomball	0.333339
Tomball ISD	1.250000
Harris County	0.376930
Harris County Flood Control District	0.033490
Port of Houston Authority	0.008720
Harris County Hospital District	0.162210
Harris County Education Department	0.004990
Lone Star College System	0.107800
Harris County ESD 15	0.048810
Harris County ESD 8	<u>0.094245</u>
<b>Total Tax Rate</b>	<b>3.400534</b>

Notes:

- (1) Represents tax rate per \$100 assessed valuation.
- (2) Represents \$0.67 for utilities, \$0.18 for roads, \$0.08 for recreational, and \$0.05 for operation and maintenance tax.

Based on the proposed District tax rate and the year 2021 overlapping tax rate on land within the proposed District, the project is considered economically feasible.

#### Water and Wastewater Rates

According to information provided, the City will provide retail water and wastewater services to the proposed District's customers. The current water rates are as follows:

Water rate:

Monthly Base Fee	\$51.99 Flat Fee
Per 1,000 gallons	\$5.40

Wastewater rate:

Monthly Fee	\$23.50 Flat Fee
0 to 5,000 gallons	\$4.27 per 1,000 gallons
5,001 to 51,000 gallons	\$5.33 per 1,000 gallons
51,001 gallons and above	\$6.67 per 1,000 gallons

Based on the above rates, the estimated monthly fee for 10,000 gallons of water and wastewater would be \$177.49.

#### Comparative Water District Tax Rates

A tax rate of \$1.313339 (\$0.98 District tax rate plus \$0.333339 City tax rate) per \$100 assessed valuation for 100% financing for the proposed District is comparable to other districts in the area. Based on the requirements of 30 TAC Section 293.59, this project is considered economically feasible.

### **E. SPECIAL CONSIDERATIONS**

#### **1. Hearing Action**

Pursuant to Texas Local Government Code Section 375.023, the TCEQ shall conduct a hearing to consider the petition received requesting the creation of a municipal management district and its necessity, the feasibility of the proposed District's projects, and the benefit it represents for the land within its boundary.

#### **2. Powers of Municipal Management Districts**

Municipal management districts have the general powers granted to conservation and reclamation districts pursuant to Article XVI, Section 59 of the Texas Constitution, including those conferred by Chapter 49, Texas Water Code. Pursuant to Article III, Sections 52 and 52(a) of the Texas Constitution municipal management districts also have the powers and authorities granted to road utility districts which includes the power to levy ad valorem taxes for construction and maintenance of roads, and for the provision of mass transit services. Municipal management districts may borrow money, purchase, or lease property, enter into agreements for joint use of facilities, establish fees for use of district facilities or property, pursue grants from government or private entities, among other things. Municipal management districts do not have the power of eminent domain.

A municipal management district may issue either general obligation or revenue bonds to finance improvements or services. Bonds payable from taxes may only be issued after first holding an election.

### **F. CONCLUSIONS**

1. Based on TCEQ policy, compliance with TCEQ rules, and review of the engineering report and supporting documents, the proposed District is considered feasible, practicable, would be a benefit to the land within the proposed District, and would be necessary as a means to finance utilities and to provide utility service to future customers.
2. Based on a review of the preliminary engineering report, market study, the proposed District's water, wastewater, drainage, road, and recreational facilities; a combined projected tax rate of \$0.98 per \$100 assessed valuation when assuming 100% financing; the



proposed District obtaining a 4.5% bond coupon rate; and other supporting data, the proposed District is considered feasible under the feasibility limits prescribed by 30 TAC Section 293.59.

3. The recommendations are made under authority delegated by the Executive Director of the TCEQ.

**G. RECOMMENDATIONS**

1. Grant the petition for creation of Tomball Business Improvement District No. 1.
2. Appoint the following to serve as temporary directors, with terms as noted, until permanent directors are elected and qualified:

<u>Two-Year Term</u>	<u>Four-Year Term</u>
Jorge Guerra, Jr.	Joe Elkin
Joel Curtis	Michael Edward Harney
	Randall Parr

3. The order granting the petition should include the following statements:

"This Order shall in no event be construed as an approval of any proposed agreements or of any particular items in any documents provided in support of the petition for creation, nor as a commitment or requirement of the TCEQ in the future to approve or disapprove any particular items or agreements in future applications submitted by the District for TCEQ consideration."

"This order shall not constitute approval or recognition of the validity of any provision in the City of Tomball consent Ordinance No. 2021-44, passed and approved November 29, 2021, and any other ordinance/resolution incorporated therein by reference to the extent that such provisions exceed the authority granted to the City of Tomball, by the laws of the State of Texas."

**H. ADDITIONAL INFORMATION**

The petitioner's professional representatives are:

Attorney: Ms. Jessica Holoubek – Allen Boone Humphries Robinson, LLP  
Engineer: Ms. Stephanie White, P.E. – Kimley-Horn

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Conduct a public hearing and consideration to approve Zoning Case Z25-03: Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-13, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately 1.05 acres of land legally described as a being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

#### Background:

On April 14<sup>th</sup>, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. The applicant presented their request and no one from the public spoke during the public hearing. Topics of discussion included the property's Future Land Use designation and access to FM 2920.

**Origination:** Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc.

#### Recommendation:

The approval of the requested zoning will promote a new development that is not consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area. However, over 95 percent of the property is already within the Commercial and General Retail Zoning District and is designated as Corridor Commercial by the Comprehensive Plan's Future Land Use Map. The subject property is accessed by FM 2920 which is classified as a Major Arterial by the City of Tomball's Major Thoroughfare Plan. Roads such as this are designed to accommodate large volumes of commercial traffic. The unique location of the small piece of property proposed to be rezoned (between the current Commercial District and the M-124 drainage ditch) makes the Future Land Use designation of Neighborhood Residential difficult to achieve. Furthermore, the M-124 drainage ditch provides an adequate buffer to the existing residential area to the north.

The Planning & Zoning Commission recommended approval with a 4-0 vote.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

<b>Signed:</b> _____	<b>Approved by:</b> _____
Staff Member                      Date	City Manager                      Date

**ORDINANCE NO. 2025-13**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 1.05 ACRES OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF LOT 1-B, BLOCK 1 OF TOMBALL 2920 REPLAT NO. 1 FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED WITHIN THE 14600 BLOCK (NORTH SIDE) OF FM 2920, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

---

**Whereas**, Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from the Agricultural (AG) zoning district to the Commercial (C) zoning district; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission 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 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 an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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

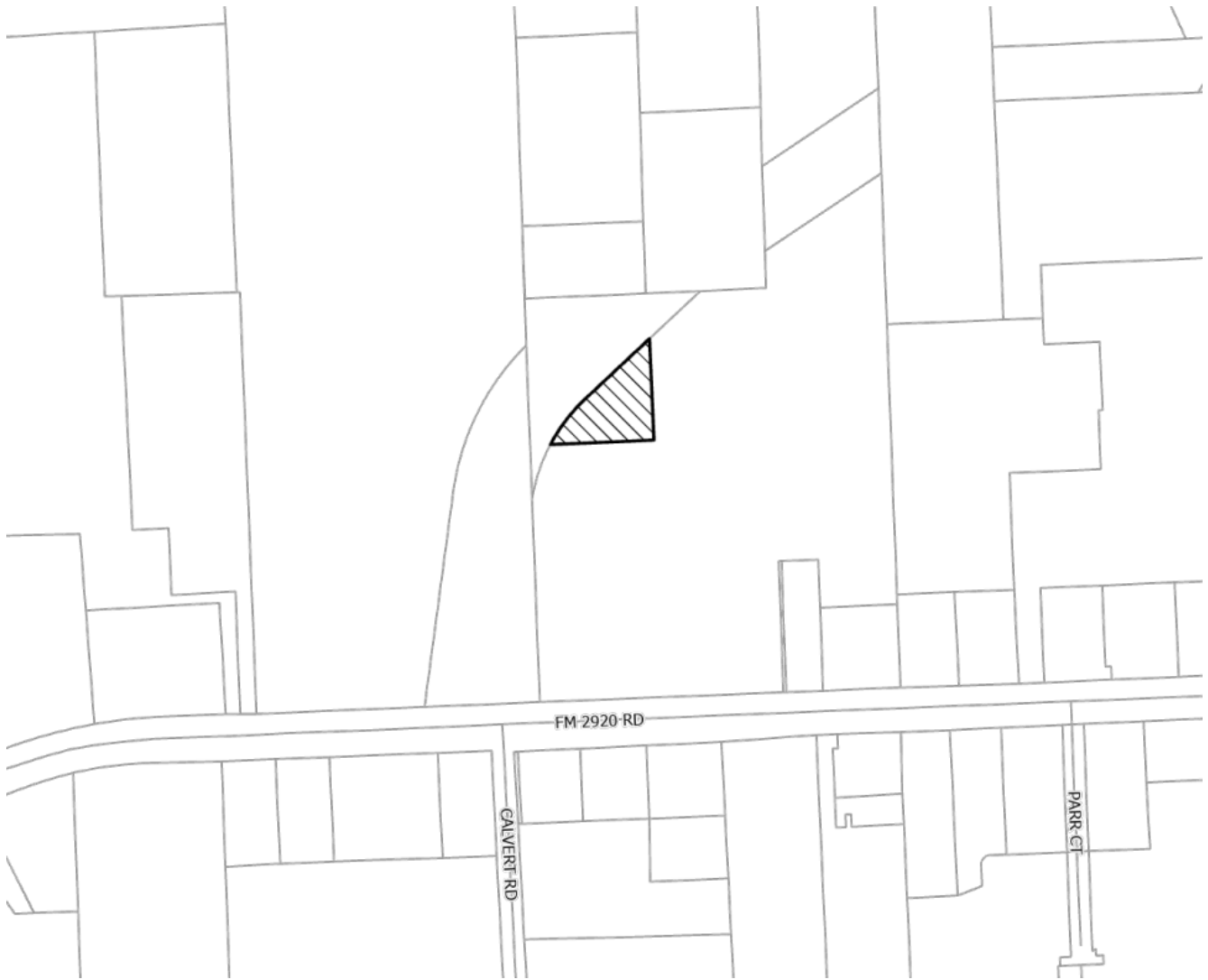
\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Bennett, TRMC  
Assistant City Secretary

Exhibit "A"

**Location:** Within the 14600 block (north side) of FM 2920, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
APRIL 14, 2025  
&  
CITY COUNCIL  
APRIL 21, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, April 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case Z25-03:** Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

**Zoning Case Z25-06:** Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

## CERTIFICATION

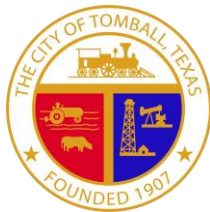
I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11<sup>th</sup> day of April 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).





**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z25-03**

**3/31/2025**

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, 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 the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z25-03**

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:

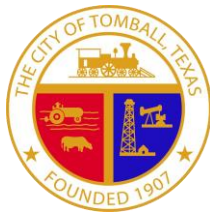
Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: \_\_\_\_\_

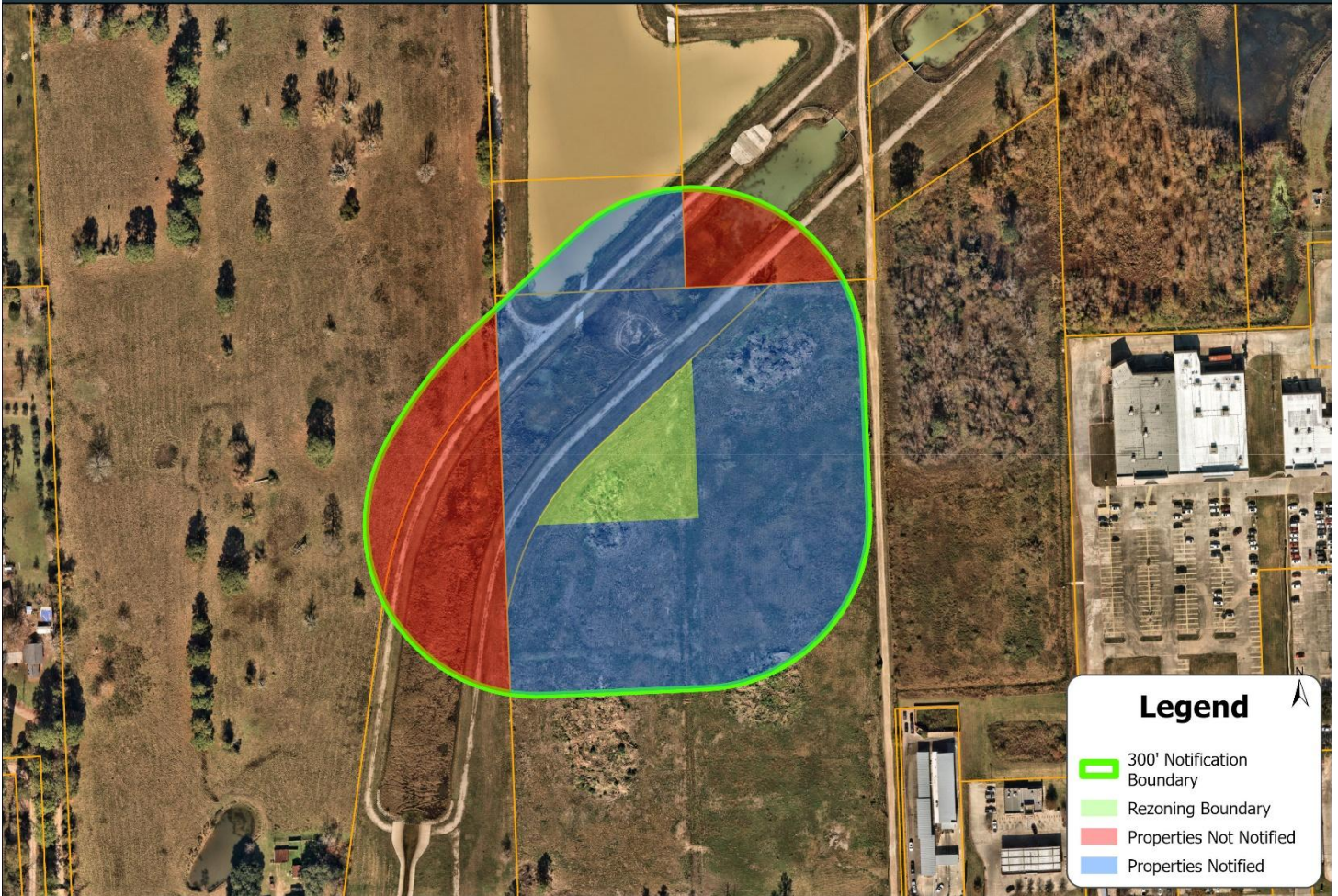


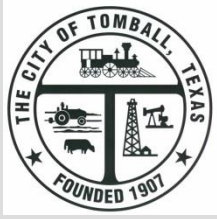
*City of Tomball*  
*Community Development Department*

**Z25-03**



# Notification Boundary





## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: April 14, 2025  
City Council Public Hearing Date: April 21, 2025

**Rezoning Case:** Z25-03  
**Property Owner(s):** Louetta Leasing LP  
**Applicant(s):** Kimley-Horn & Associates  
**Legal Description:** Approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1  
**Location:** 14600 block (north side) of FM 2920 (Exhibit “A”)  
**Area:** 1.05 acres  
**Comp Plan Designation:** Neighborhood Residential (Exhibit “B”)  
**Present Zoning:** Agricultural (AG) District (Exhibit “C”)  
**Request:** Rezone from the Agricultural (AG) to the Commercial (C) District  
**Adjacent Zoning & Land Uses:**

	Zoning	Land Use
North	Agricultural (AG)	M-124 Drainage ditch
South	Commercial (C)	Vacant building, Moore Supply Co., retail center, and undeveloped land
East	Commercial (C)	Undeveloped land and retail center
West	Agricultural (AG)	M-124 Drainage ditch

### **BACKGROUND**

The majority of the subject property has been within the City of Tomball’s Commercial zoning district since the adoption of zoning in February 2008; however, a small portion (1.05 acres) was assigned to the Agricultural District (Exhibit C). The property is currently vacant with no structures present. In January of this year an adjacent property to the south was successfully rezoned from the Agricultural to the Commercial zoning district. The applicants’ intent is to have their entire property within the same zoning district.



## **ANALYSIS**

**Comprehensive Plan Analysis:** The property is designated as “Neighborhood Residential” by the Comprehensive Plan’s Future Land Use Map. The Neighborhood Commercial designation is intended for areas predominantly comprised of single-family detached housing.

According to the Comprehensive Plan, land uses should include single-family detached residential with appropriate secondary uses of parks, schools, public facilities, and limited commercial services.

The Comprehensive Plan identifies the following zoning districts as compatible with the Neighborhood Residential designation: Single-Family Estate Residential – 20 (SF-20-E), Single-Family Residential – 9 (SF-9), Single-Family Residential – 7.5 (SF-7.5), and Single-Family Residential – 6 (SF-6).

**Staff Review Analysis:** The approval of the requested zoning will promote a new development that is not consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area. However, over 95 percent of the property is already within the Commercial and General Retail Zoning District and is designated as Corridor Commercial by the Comprehensive Plan’s Future Land Use Map. The subject property is accessed by FM 2920 which is classified as a Major Arterial by the City of Tomball’s Major Thoroughfare Plan. Roads such as this are designed to accommodate large volumes of commercial traffic. The unique location of the small piece of property proposed to be rezoned (between the current Commercial District and the M-124 drainage ditch) makes the Future Land Use designation of Neighborhood Residential difficult to achieve. Furthermore, the M-124 drainage ditch provides an adequate buffer to the existing residential area to the north.

## **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 March 31, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location

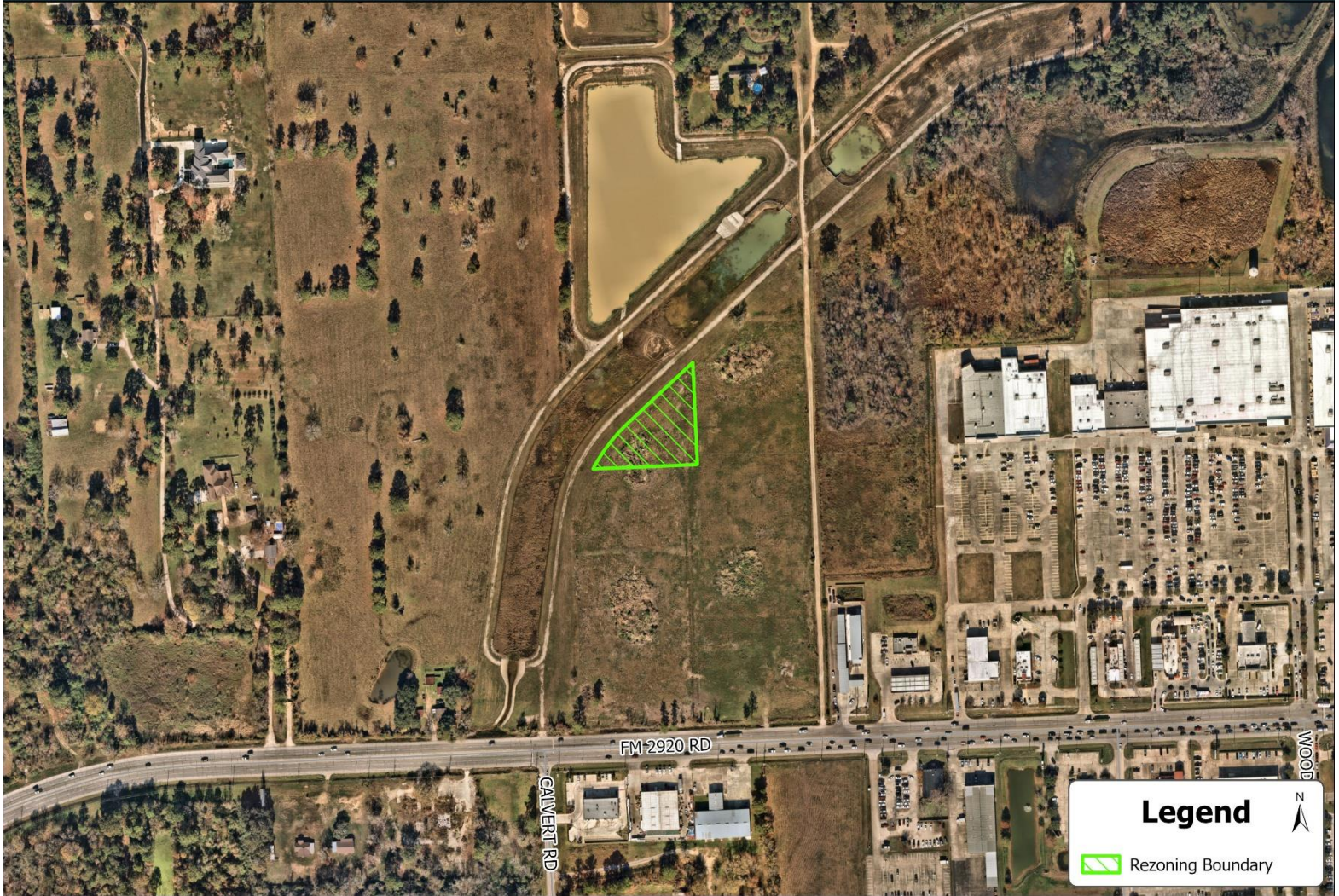
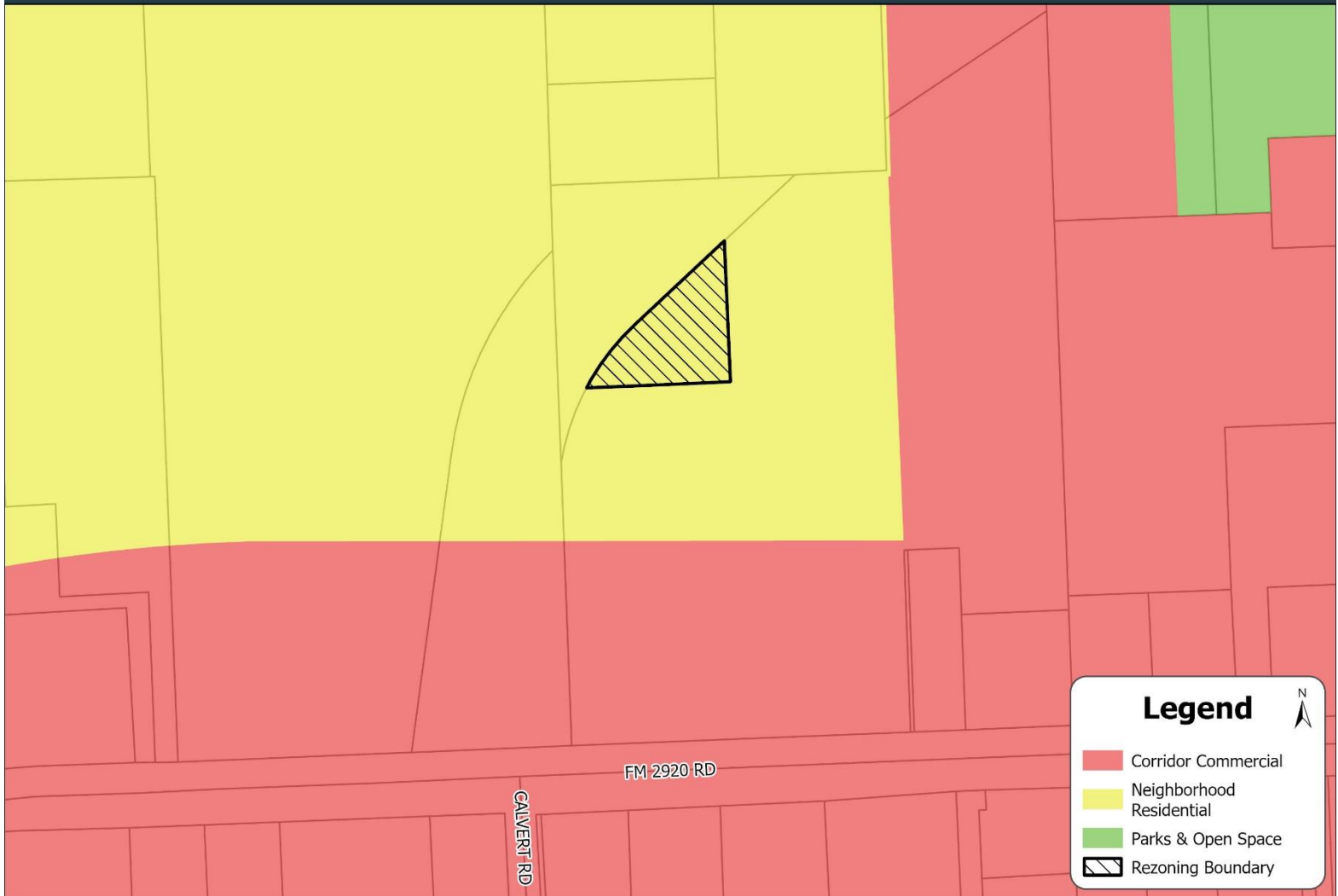


Exhibit "B"  
Future Land Use Plan



# Future Land Use

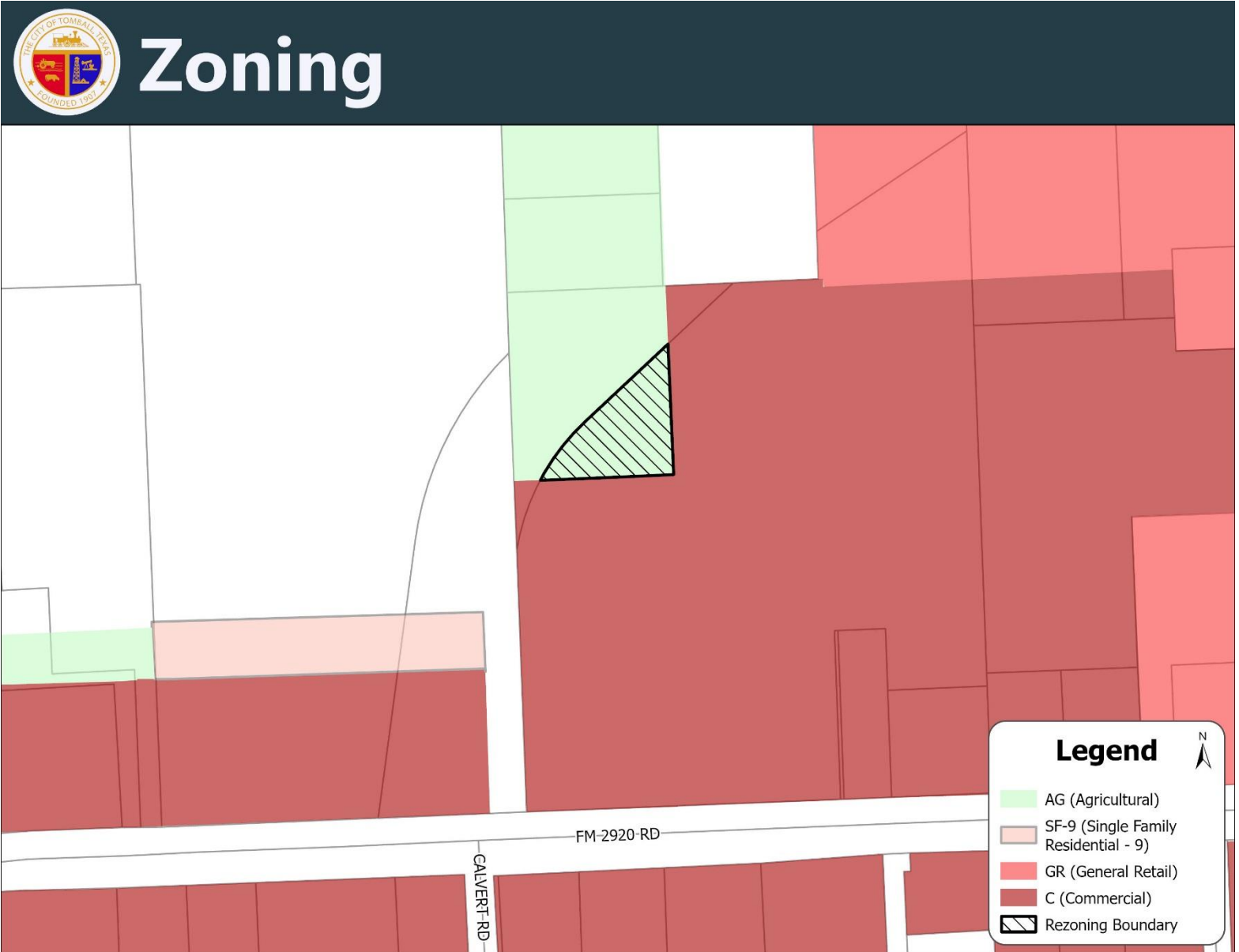


## Legend

- Corridor Commercial
- Neighborhood Residential
- Parks & Open Space
- Rezoning Boundary



Exhibit "C"  
Zoning Map



**Exhibit “D”  
Site Photo(s)**

**Subject Site**



**Neighbor (North)**





Neighbor (South)



Neighbor (East)



## Neighbor (West)





**Exhibit "E"**  
**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: [tombalcedd](#)  
PASSWORD: [Tomball1](#)

**Applicant**

Name: Kimley-Horn & Associates Title: Owner's Representative  
Mailing Address: 11720 Amber Park Drive, Suite 600 City: Alpharetta State: GA  
Zip: 30009 Contact: Jordan Corbitt, P.E.  
Phone: (770) 545-6103 Email: jordan.corbitt@kimley-horn.com

**Owner**

Name: Louetta Leasing, L.P. Title: \_\_\_\_\_  
Mailing Address: 11011 Northpointe Blvd., Suite D City: Tomball State: TX  
Zip: 77375 Contact: Shane Wilson  
Phone: (832) 641-7604 Email: lmc3802@aol.com

**Engineer/Surveyor (if applicable)**

Name: Bowman Consulting Group Title: Registered Land Surveyor  
Mailing Address: 1445 N. Loop W. Suite 450 City: Houston State: TX  
Zip: 77008 Contact: Mark Piriano, R.P.L.S.  
Phone: (713) 993-0333 Fax: (\_\_\_\_\_) \_\_\_\_\_ Email: mpiriano@bowman.com

**Description of Proposed Project:** N/A

Physical Location of Property: North of FM 2920, approximately 90' east of Calvert Road

[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: ALTA/NSPS and Topographic Survey of Two Tracts  
Tomball 2920 Replat No. 1: Joseph House Survey, A-34  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG (Agricultural) and C (Commercial)

Revised: 10/1/2022

Current Use of Property: Undisturbed Land

Proposed Zoning District: C (Commercial)

Proposed Use of Property: N/A

HCAD Identification Number: 1332640010002 Acreage: 14,306 AC

**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.**

**Jordan Corbitt**  
Digitally signed by Jordan Corbitt  
 DN: C=US,  
 E=jordan.corbitt@kimley-horn.com,  
 O=Kimley-Horn, CN=Jordan Corbitt  
 Date: 2024.07.10 17:13:15-04'00'  
 X \_\_\_\_\_ 07/10/2024  
 Signature of Applicant Date

DocuSigned by:  
**Shane Wilson**  
FA3E109243C748A...  
 X \_\_\_\_\_ 7/12/2024  
 Signature of Owner Date

## **Submittal Requirements**

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

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

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

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

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

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

## **Application Process**

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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

January 6, 2025

City of Tomball  
501 James Street  
Tomball, TX 77375

**RE: Rezoning Request: Agricultural to Commercial**

The purpose of this request is to rezone a portion of the 3.509-acre Tract 2 at Tomball 2920 Replat No. 1 Joeseph House Survey, A-34 Harris County, Texas. The majority of the property is zoned Commercial; however, a portion of Tract 2 is zoned Agricultural according to the City of Tomball's GIS data. We are requesting the Agricultural section of the property be rezoned to Commercial so that the entire property be zoned under a single use. There is currently no final plat for the site.

Below is the City of Tomball zoning map depicting the property boundary and the area within the property that is zoned Agricultural:



Thank you for your consideration in this request. Please contact me at (707) 718-4760 or [jordan.corbitt@kimley-horn.com](mailto:jordan.corbitt@kimley-horn.com) should you have any questions.

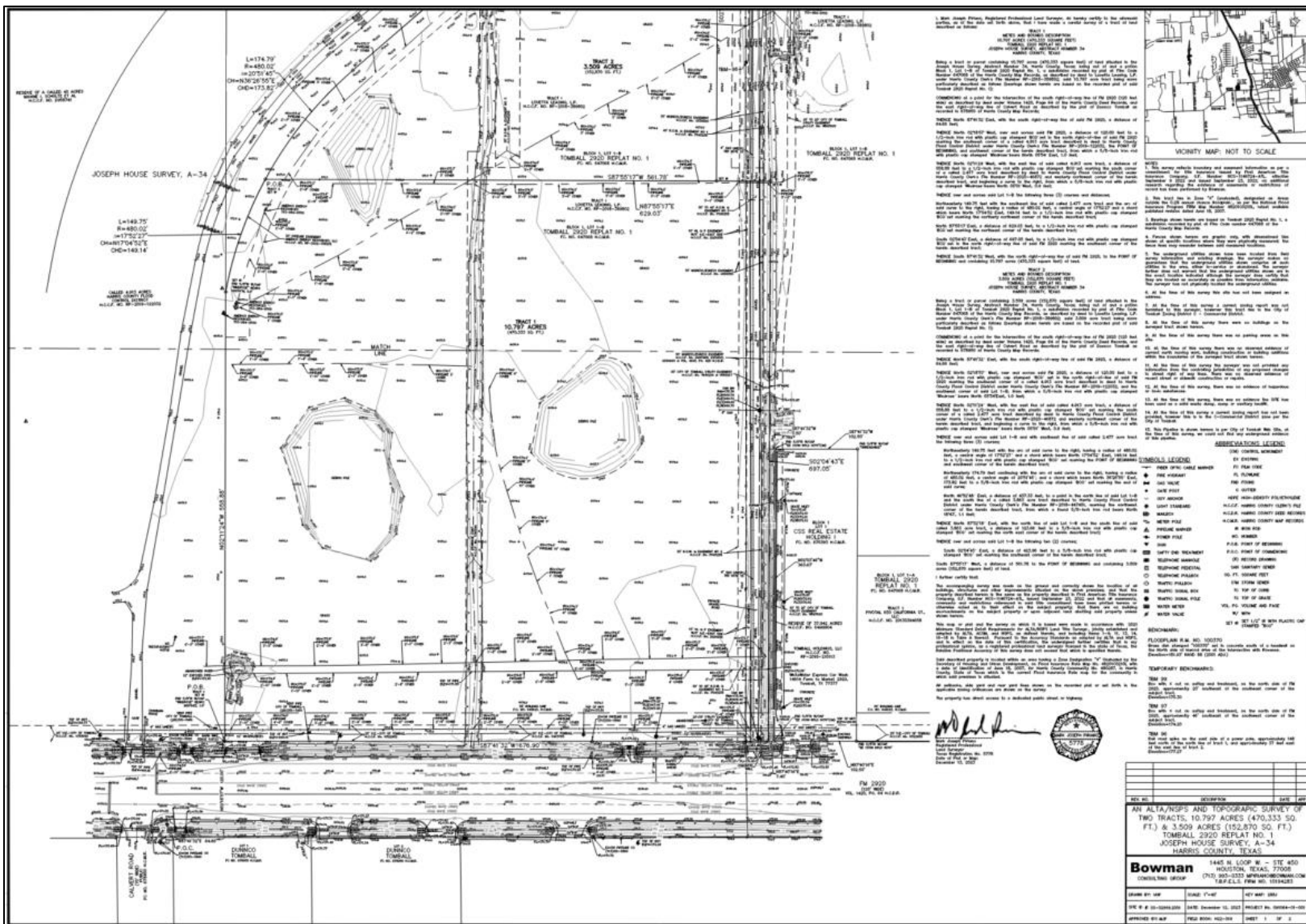
Sincerely,

A handwritten signature in black ink that reads "Jordan Corbitt".

Jordan Corbitt, PE

Owner's Representative







# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** April 21, 2025

**Topic:**

Conduct a public hearing and consideration to approve Zoning Case Z25-06: Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2025-14, 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 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

**Background:**

On April 14<sup>th</sup>, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. The applicant presented their request and no one from the public spoke during the public hearing. Topics of discussion included the property's Future Land Use designation and anticipated traffic to be generated by the proposed development.

**Origination:** James Grappe, represented by Adkisson GC Partners LLC

**Recommendation:**

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

The Planning & Zoning Commission recommended approval with a 4-0 vote.

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

**FUNDING (IF APPLICABLE)**

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

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, specify Account Number: # \_\_\_\_\_

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

<b>Signed:</b> _____	<b>Approved by:</b> _____
Staff Member                      Date	City Manager                      Date

## ORDINANCE NO. 2025-14

**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 7.6266 ACRES OF LAND LEGALLY DESCRIBED AS A BEING A TRACT OF LAND SITUATED IN THE JESSE PRUITT SURVEY, ABSTRACT NO. 629 AND PORTIONS OF LOTS 366 AND 367 OF TOMBALL OUTLOTS FROM THE SINGLE-FAMILY-20 ESTATE RESIDENTIAL (SF-20-E) ZONING DISTRICT TO THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 1515 SOUTH PERSIMMON STREET, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

---

**Whereas**, James Grappe, represented by Adkisson GC Partners LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from the Single-Family-20 Estate Residential (SF-20-E) zoning district to the Light Industrial (LI) zoning district; and

**Whereas**, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission 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 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 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 an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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

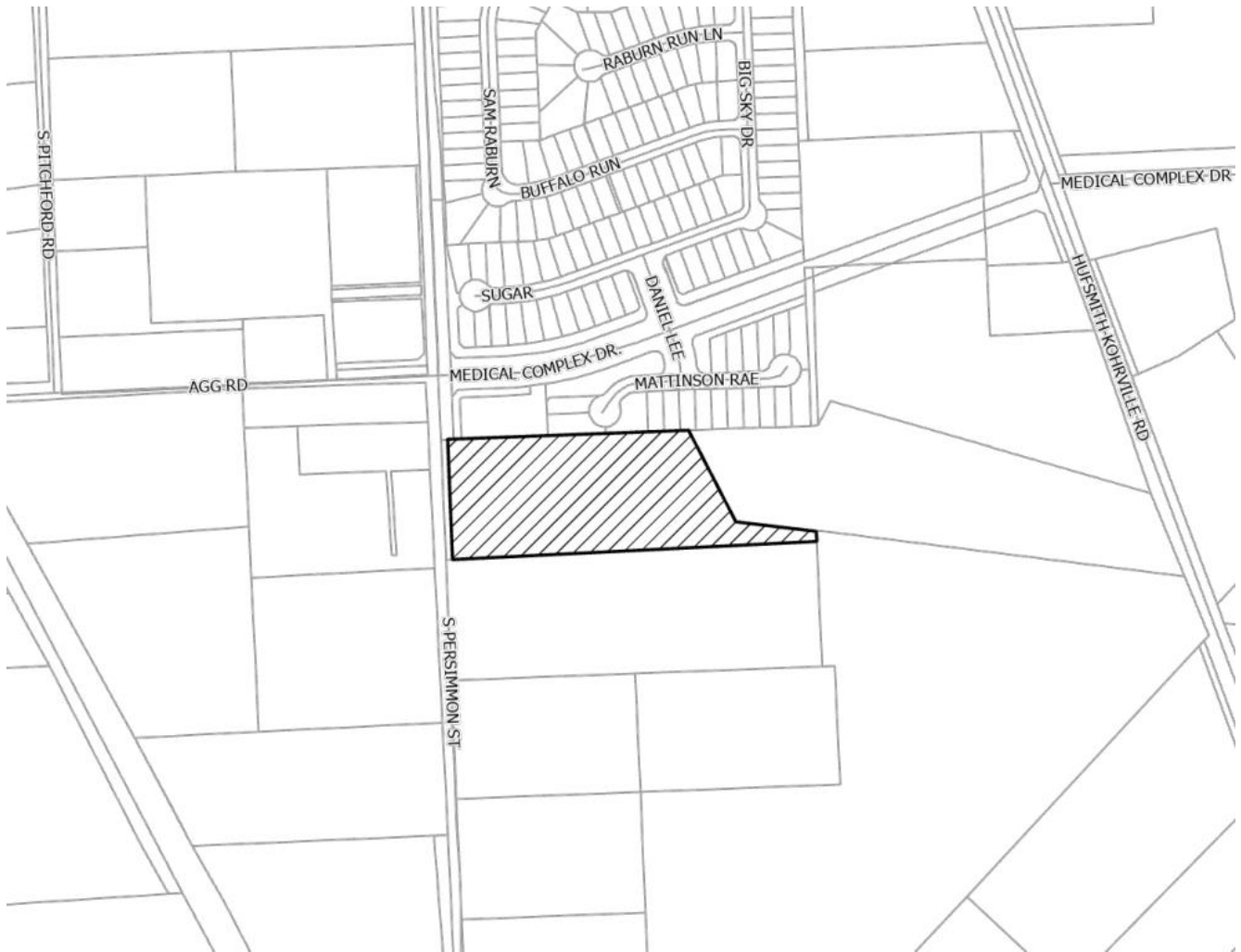
\_\_\_\_\_  
LORI KLEIN QUINN, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Bennett, TRMC  
Assistant City Secretary

Exhibit "A"

**Location:** 1515 South Persimmon Street, City of Tomball, Harris County, Texas.



**NOTICE OF PUBLIC HEARING  
CITY OF TOMBALL  
PLANNING & ZONING COMMISSION (P&Z)  
APRIL 14, 2025  
&  
CITY COUNCIL  
APRIL 21, 2025**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, April 14, 2025, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, April 21, 2025, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

**Zoning Case Z25-03:** Request by Louetta Leasing LP, represented by Kimley-Horn & Associates, Inc., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.05 acres of land legally described as being a portion of Lot 1-B, Block 1 of Tomball 2920 Replat No. 1 from Agricultural (AG) to the Commercial (C) zoning district. The property is located within the 14600 Block (north side) of FM 2920, within the City of Tomball, Harris County, Texas.

**Zoning Case Z25-06:** Request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov).

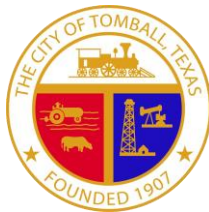
## CERTIFICATION

I hereby certify that the above notice of the 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 11<sup>th</sup> day of April 2025 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Benjamin Lashley*

Benjamin Lashley  
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT [www.tomballtx.gov](http://www.tomballtx.gov).



**City of Tomball**  
**Community Development Department**

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z25-06**

**3/31/2025**

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z25-06**

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: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

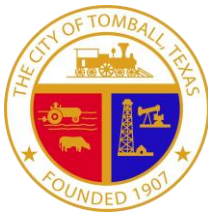
I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: \_\_\_\_\_



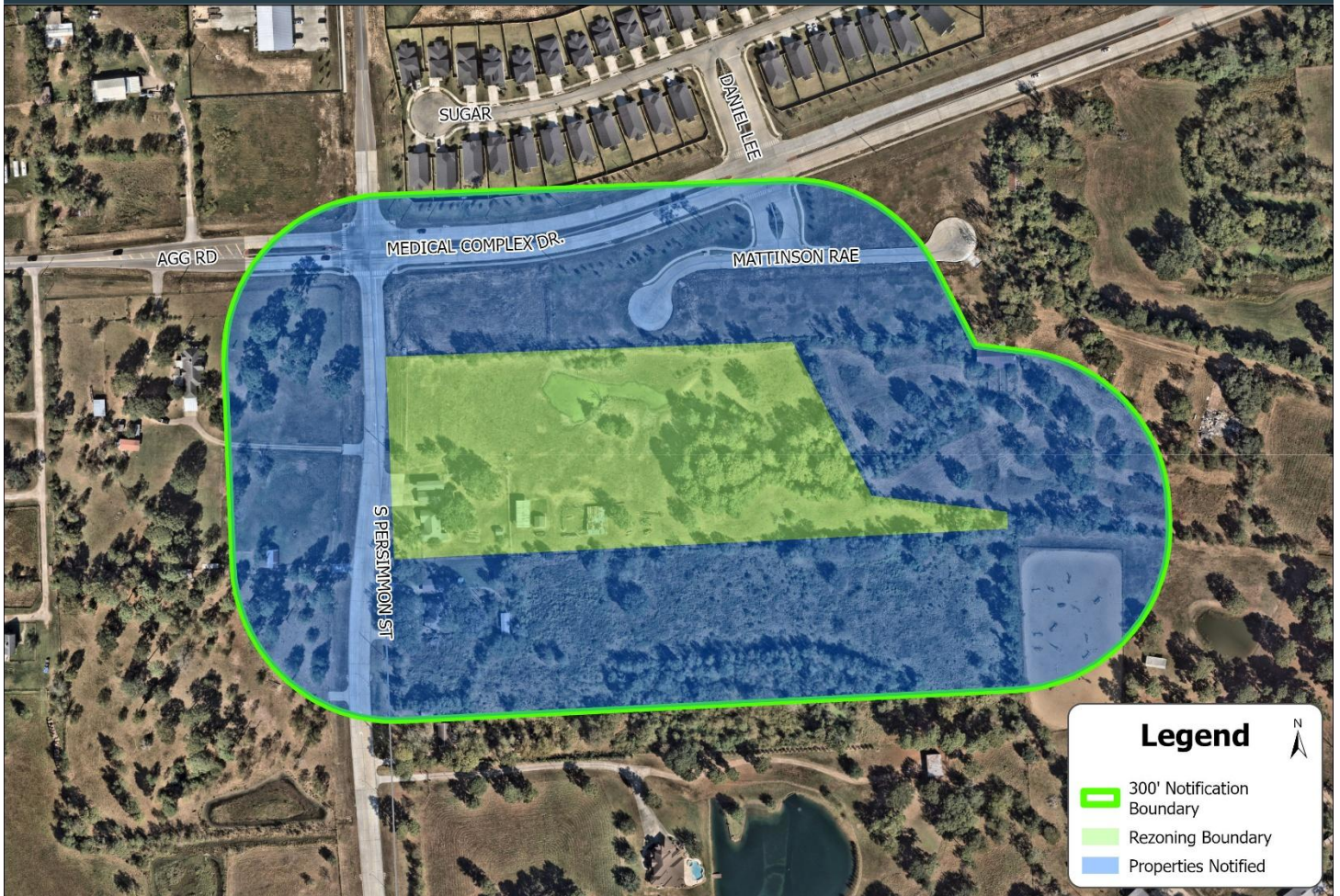


**City of Tomball**  
**Community Development Department**

**Z25-06**



# Notification Boundary



For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z25-06**

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: CASE JAMES & PATRICIA

Parcel I.D.: 0352880000289

Address: 1514 S PERSIMMON ST

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

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

*James Case*

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375

For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z25-06**

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: CASE JAMES & PATRICIA

Parcel I.D.: 0352880000411

Address: 1514 S PERSIMMON ST

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

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

*James Case*

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375





**City of Tomball**  
**Community Development Department**

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

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z25-06**

**3/31/2025**

The Planning & Zoning Commission will hold a public hearing on **April 14, 2025 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by James Grappe, represented by Adkisson GC Partners LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots from Single-Family-20 Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 1515 South Persimmon Street, within the City of Tomball, Harris County, Texas.

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

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The blue area is the notification area. All owners of property within 300 feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether recommended for approval or denial by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **April 21, 2025 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

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

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

**CASE #: Z25-06**

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: GRAPPE JAMES R & CAROLYN  
Parcel I.D.: 0352920000366  
Address: 1515 S PERSIMMON ST

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Carolyn Grappe

**CASE #: Z25-06**

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

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

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501 James Street • TOMBALL, TEXAS 77375

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**City of Tomball**  
**Community Development Department**

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

**NOTICE OF PUBLIC HEARING**

**RE: Zone Change Case Number Z25-06**

**3/31/2025**

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

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

**CASE #: Z25-06**

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: GRAPPE JAMES R & CAROLYN  
Parcel I.D.: 0352920000529  
Address: 1515 S PERSIMMON ST

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

**CASE #: Z25-06**

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

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: 

501 James Street • TOMBALL, TEXAS 77375

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For the PLANNING & ZONING COMMISSION

Please call (281) 290-1477 if you have any questions about this notice.

**CASE #: Z25-06**

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: CASE JAMES & PATRICIA  
Parcel I.D.: 1212190000001  
Address: 1514 S PERSIMMON ST

Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor ☒

I am opposed ☐

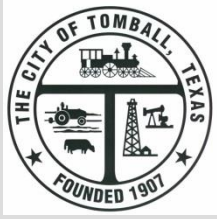
*James Case*

Additional Comments:

Signature: *Patricia Case*

501 James Street • TOMBALL, TEXAS 77375





## Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: April 14, 2025

City Council Public Hearing Date: April 21, 2025

**Rezoning Case:** Z25-06

**Property Owner(s):** James Grappe

**Applicant(s):** Adkisson GC Partners LLC

**Legal Description:** Approximately 7.6266 acres of land legally described as a being a tract of land situated in the Jesse Pruitt Survey, Abstract No. 629 and portions of Lots 366 and 367 of Tomball Outlots

**Location:** 1515 South Persimmon Street (Exhibit “A”)

**Area:** 7.6266 acres

**Comp Plan Designation:** Business Park and Industrial (Exhibit “B”)

**Present Zoning:** Single-Family – 20 Estate Residential (SF-20-E) District (Exhibit “C”)

**Request:** Rezone from the Single-Family – 20 Estate Residential (SF-20-E) to the Light Industrial (LI) District

**Adjacent Zoning & Land Uses:**

	Zoning	Land Use
North	Planned Development No. 12 (PD-12)	Single-family residences and convenience store
South	Light Industrial (LI)	Single-family residences (proposed office warehouse development in permitting process)
East	Light Industrial (LI)	Vacant land
West	Single-Family – 20 Estate Residential (SF-20-E)	Single-family residences

### **BACKGROUND**

The subject property has been within the City of Tomball’s SF-20-E zoning district since the adoption of zoning in February 2008. The property currently has a single-family detached residence on site with two detached garages and four agricultural buildings. Recent rezonings in the area include the following:

- In September 2023, the property directly to the south successfully rezoned into the Light Industrial District.
- In October 2024, the property directly to the east successfully rezoned into the Light Industrial District.
- In December 2024, the second property directly to the east successfully rezoned into the Light Industrial District.

## **ANALYSIS**

**Comprehensive Plan Analysis:** The property is designated as “Business Park and Industrial” by the Comprehensive Plan’s Future Land Use Map. The Business Park and Industrial designation is intended to be located near adequate thoroughfares which provide convenient access for vehicular traffic including freight.

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

The Comprehensive Plan identifies the following zoning districts as compatible with the Business Park and Industrial designation: Light Industrial (LI), Commercial (C), and Office (O). The Comprehensive Plan also identifies the need to carefully design sites that are adjacent to residential zoning districts to include landscape buffering as well as the screening of outdoor storage and equipment from public rights-of-way.

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

## **PUBLIC COMMENT**

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site were mailed notification of this proposal on March 31, 2025. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

## **EXHIBITS**

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

Exhibit "A"  
Aerial Location Map



# Location

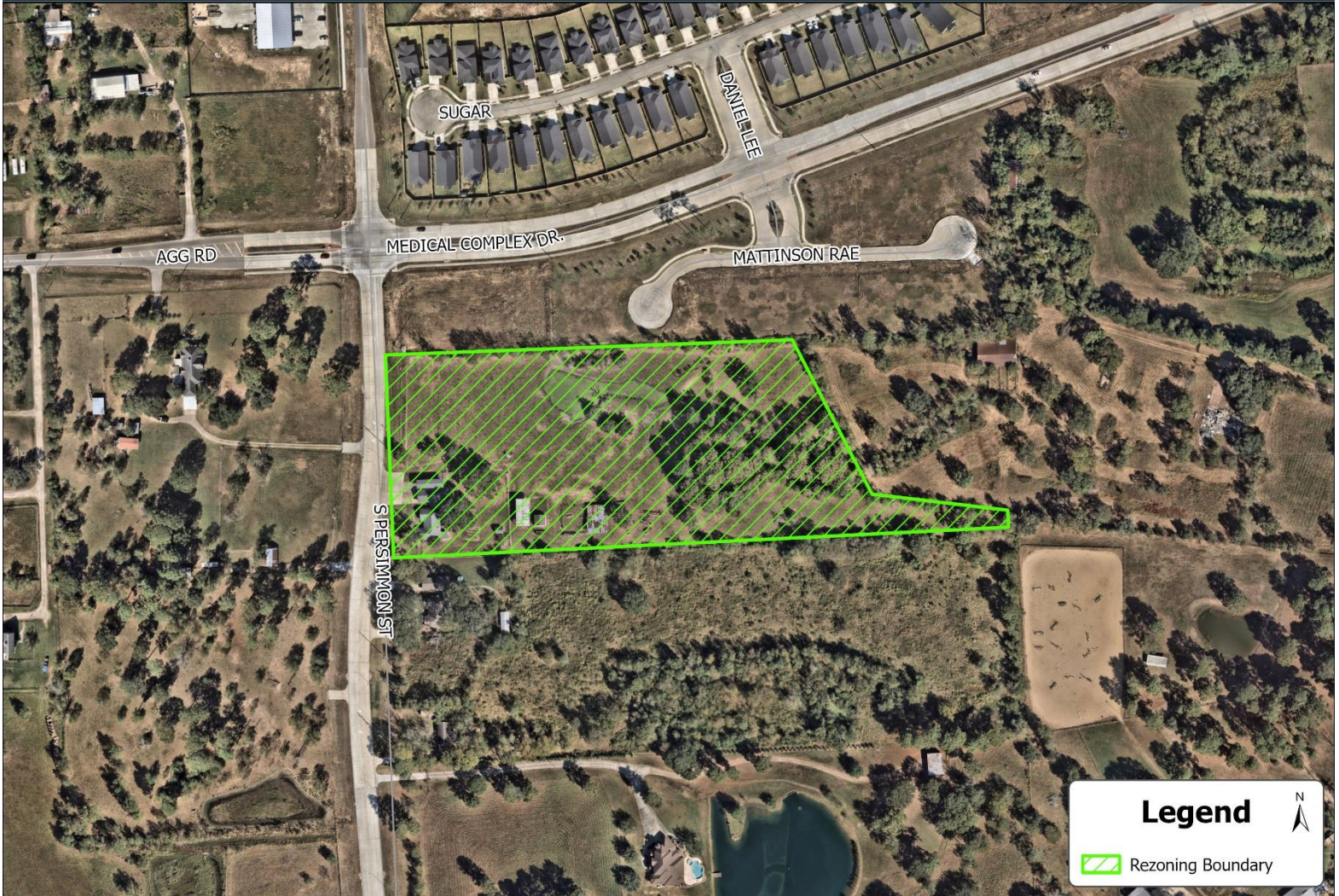




Exhibit "B"  
Future Land Use Plan



# Future Land Use

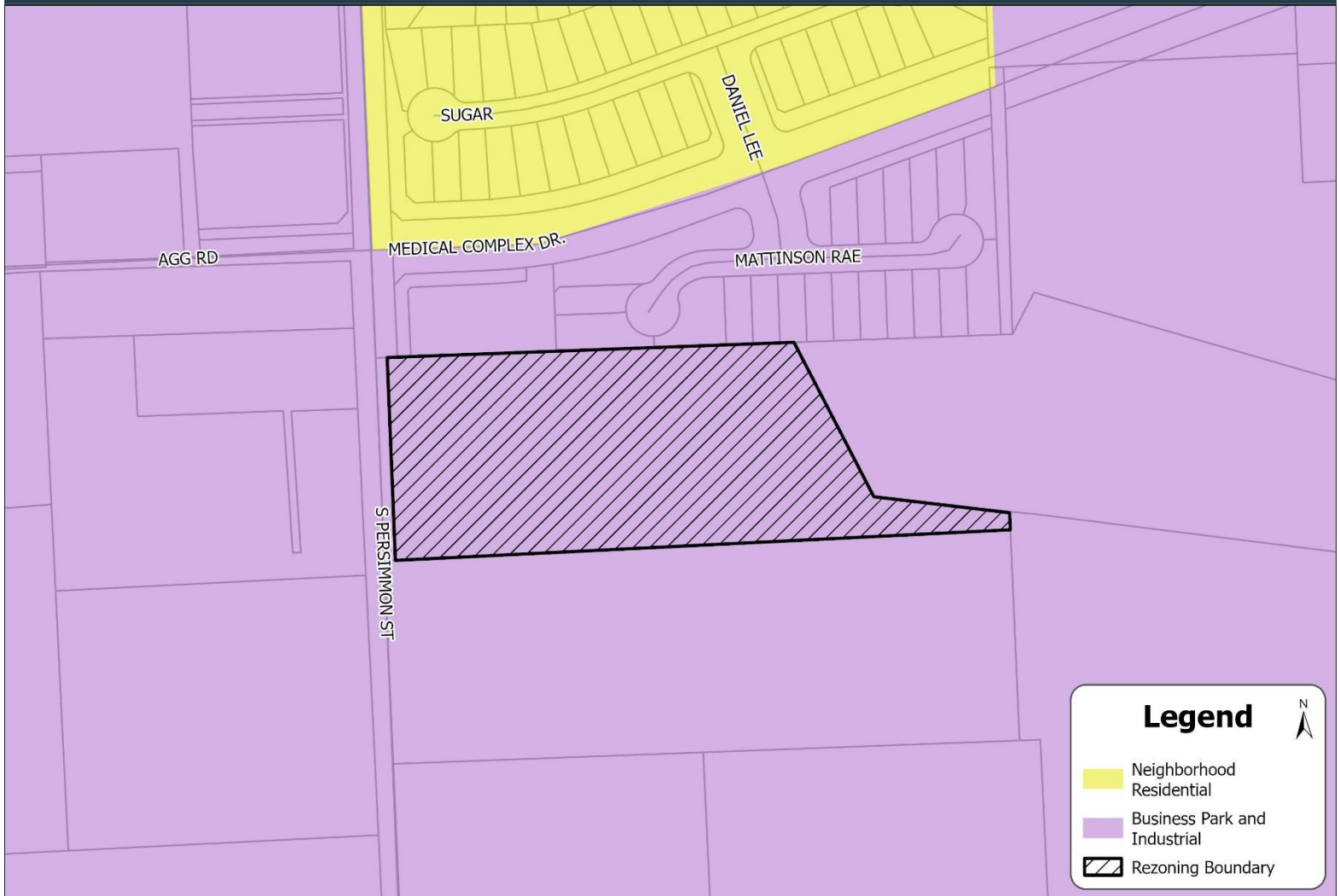
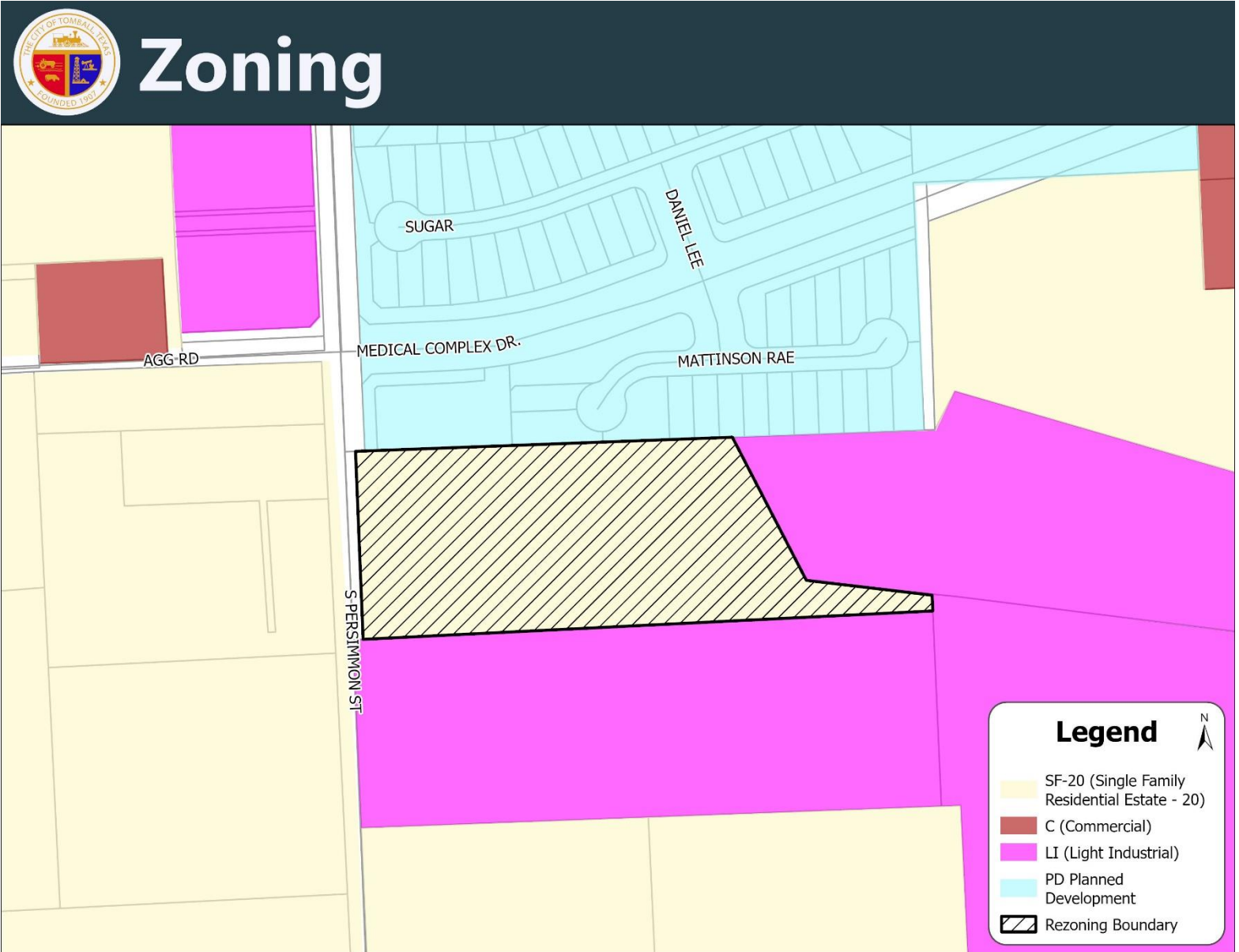


Exhibit "C"  
Zoning Map



**Exhibit “D”  
Site Photo(s)**

**Subject Site**



**Neighbor (North)**





Neighbor (North)



Neighbor (South)





Neighbor (East)



Neighbor (West)





**Exhibit "E"**  
**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: [tomballdcd](#)  
PASSWORD: [Tomball](#)

**Applicant**

Name: ADKISSON GC PARTNERS, LLC Title: GENERAL CONTRACTOR  
Mailing Address: 4809 WESTWAY PARK BLVD. City: HOUSTON State: TX  
Zip: 77041 Contact: ANTHONY SARAO  
Phone: (713) 204-2026 Email: ANTHONY@ADKISSONDEVELOPMENT.COM

**Owner**

Name: JAMES GRAPPE Title: OWNER  
Mailing Address: 1515 S. PERSIMMON ST. City: TOMBALL State: TX  
Zip: 77375 Contact: JAMES GRAPPE  
Phone: (713) 816-8548 Email: CWGRAPPE@ATT.NET

**Engineer/Surveyor (if applicable)**

Name: THE PINNELL GROUP Title: SURVEYOR  
Mailing Address: 25207 OAKHURST DRIVE City: SPRING State: TX  
Zip: 77386 Contact: DAN PINNELL  
Phone: (281) 363-8700 Fax: ( ) Email: DAN@THEPINNELLGROUP.COM

Description of Proposed Project: INDUSTRIAL TILTWALL OFFICE/WAREHOUSE

Physical Location of Property: 1515 S. PERSIMMON ST. TOMBALL, TX 77375  
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: PT LT 366 & TR 367B (AG-USE) TOMBALL OUTLOTS  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: RESIDENTIAL

Revised: 10/1/2022

Current Use of Property: RESIDENTIAL

Proposed Zoning District: LIGHT INDUSTRIAL

Proposed Use of Property: HIGH-PERFORMANCE SEAL MANUFACTURER

HCAD Identification Number: 0352920000529 Acreage: 7.62

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

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

X 

Signature of Applicant

02/12/20025

Date

X 

Signature of Owner

2/28/25

Date

## **Submittal Requirements**

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

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

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

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

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

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

## **Application Process**

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

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



MATERIAL &  
DESIGN SOLUTIONS

February 28, 2025

Dear City of Tomball, TX Zoning board,

On behalf of Material & Design Solutions, LLC, (MDS) we respectfully submit this request for rezoning of the ~8 acre site known as 1515 S. Persimmon St. for the construction and completion of a proposed 30,000 Ft<sup>2</sup> Manufacturing & Center of Excellence facility.

Our management, ownership, Construction and consultant team consists of the following individuals:

- Andy Jorgensen – President and Owner MDS. Over 10 years operational management experience running multiple sites in both Houston and Tomball.
- Mark Gough – V.P. of Operations MDS, Over 20 years exp in manufacturing & engineering.
- Steve Adkisson (Pres) & Anthony Sarao (Manager) – Adkisson Construction, the GC
- Tom Drye- Pres. Olmsted Polymer Solutions & Project consultant for MDS. 40+ yr ind. exp.

MDS is a growing business currently located at two leased sites:

1. HQ at 6431 Cunningham Rd, Houston, TX
2. Mfg at 701 S. Persimmon St, Suite 50, Tomball, TX

The purpose of the planned facility at 1515 S. Persimmon St, Tomball is to build a new combined facility that will house both locations and afford future expansion and employment opportunities.

Our business model supports the Oil & Gas industry via injection molding of highly engineered polymer into near-net shape parts that are then precisely machined under controlled environment via highly skilled CNC operators and equipment. Our tooling is also made in-house by our highly skilled tooling craftsman. We sustain our valued employees through generous benefits package, competitive compensation, and a safe-fair working environment.

Our high quality and delivery standards have grown our business over the 10+ years and maintained a dedicated customer base. Taking our business to the next level will be aided by a stream-lined one-roof operation, future business additions, and the new facility that showcases our expertise. Further, our Houston site employees are excited about the Tomball location as it's more convenient and shorter commute for most.

The 1515 S. Persimmon site will combine both current facilities into one. The 25 current Tomball employees & facility will only be a few blocks from the new site and will improve communication and collaboration with the 24 employees co-locating from the Houston site. Hence, at least 24 new employees to Tomball on day one.





MATERIAL &  
DESIGN SOLUTIONS

The construction phase is expected to start, shortly after achieving the necessary zoning and permits, on or about April/May 2025. The first phase is to demo the exiting residence on the site. The actual construction and upfit is estimated to last 8 months, with the Certificate of Occupancy January 2026.

We are seeking the necessary light industrial zoning required for construction of our project, including infrastructure, landscaping, tree preservation per ordinance, utility development and services. We believe our business will contribute positively to the overall Tomball economic development plans and employment opportunities of the residents of Tomball. If needed, more details can be found online with previously submitted Tomball EDC Data Sheet.

We welcome any questions you may have regarding Material & Design Solutions, LLC. Feel free to contact me directly or at [www.MaterialandDesign.com](http://www.MaterialandDesign.com). We're grateful for this opportunity and look forward to receiving your assistance. Thank you for your consideration.

Sincerely,

Tom Drye, Project Manager on behalf of MDS  
(865)805-7325

[TDrye@MaterialandDesign.com](mailto:TDrye@MaterialandDesign.com)

Material & Design Solutions (MDS)  
Andy Jorgensen (Owner)  
(713)732-0020 Office  
(215)720-9076 cell  
[AJorgensen@MaterialandDesign.com](mailto:AJorgensen@MaterialandDesign.com)  
6431 Cunningham Rd  
Houston, TX 77041

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Approve Resolution No. 2025-16, 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

#### Background:

As part of the ongoing Capital Improvement Program, the City identified the need to issue additional debt for key infrastructure projects in Fiscal Year 2024-2025. The planned issuance includes funding for water and sewer projects. The bond issuance will provide \$30,000,000 in proceeds to use for project expenditures.

In order to meet statutory timelines, the Notice of Intent resolution is scheduled for City Council consideration on April 21, with the issuance ordinance scheduled for June 16. Please note that the Notice of Intent is the first step in the debt issuance process. It establishes the maximum amount for the issuance but does not obligate the City to issue debt.

**Origination:** Finance

#### Recommendation:

Approve Resolution No. 2025-16 – Notice of Intent to Issue Certificates of Obligation, Series 2025

**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 4/11/2025 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

## RESOLUTION NO. 2025-16

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

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

WHEREAS, the City Council of the City of Tomball, Texas (the “City”) deems it advisable to issue certificates of obligation (the “Certificates”) of the City in accordance with the notice hereinafter set forth; and

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) in anticipation of its issuance of the Certificates; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; NOW, THEREFORE

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

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The Assistant City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City's intention to issue the Certificates (the "Notice").

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at not later than the day before the forty-fifth (45<sup>th</sup>) day before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.



Section 5. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of which the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 6. The Mayor, the City Manager, the Finance Director, Assistant City Secretary and other appropriate officials of the City, the City's financial advisor, Hilltop Securities Inc., and bond counsel, Bracewell LLP, are authorized and directed to proceed with the preparation of the Preliminary Official Statement and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

Section 7. The City hereby authorizes the preparation and distribution of a Preliminary Official Statement relating to the Certificates and authorizes the City Manager or Finance Director to deem "final" such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 8. The Mayor, City Manager, Finance Director, Assistant City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. The notice and agenda relating to this meeting and heretofore posted by the City Secretary, and the posting thereof, are hereby authorized, approved, and ratified.

Section 10. This resolution shall take effect immediately upon its passage by the City Council of the City.

*[Execution Page to Follow]*

PASSED AND APPROVED on this the 21st day of April, 2025.

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Assistant City Secretary  
City of Tomball, Texas

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Mayor  
City of Tomball, Texas

[SEAL]

## EXHIBIT A

### NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the “City”), will meet at City Hall, 401 Market Street, Tomball, Texas 77375 at 6:00 p.m. on June 16, 2025, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed \$30,180,000 payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City’s water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the design, construction, and equipment of improvements to the City’s water and sewer system, including the south wastewater treatment plant and the east water plant; and (ii) the cost of professional services incurred in connection therewith. The estimated combined principal and interest required to pay the Certificates on time and in full is \$58,567,722. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 4.99%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount of outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated as self-supporting in Resolution No. 2025-16, dated April 21, 2025, which resolution is available from the City upon request) is \$39,005,000. Based on the City’s expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$54,002,081.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 21st day of April, 2025.

Shannon Bennett  
Assistant City Secretary  
City of Tomball, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

<b>Principal Amount Designated as Self Supporting</b>	<b>Series Designation</b>
\$3,715,000	General Obligation Refunding Bonds, Series 2020
\$21,090,000	Combination Tax and Revenue Certificates of Obligation, Series 2023
<b>\$24,805,000</b>	<b>Total Principal Amount Designated as Self-Supporting</b>

## CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS   §  
COUNTIES OF HARRIS AND MONTGOMERY                             §

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

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on the 21st day of April, 2025, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Lori Klein Quinn	Mayor
John F. Ford	Mayor Pro Tem and Councilman, Position 1
Paul Garcia	Councilman, Position 2
Dane Dunagin	Councilman, Position 3
Lisa A. Covington	Councilman, Position 4
Randy Parr	Councilman, Position 5

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

## RESOLUTION NO. 2025-16

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

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

Members shown present voted “Aye.”

Members shown present voted “No.”

Member(s) of City Council shown present abstained from voting.

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

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

SIGNED AND SEALED this 21st day of April, 2025.

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Assistant City Secretary  
City of Tomball, Texas

[SEAL]

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

#### Topic:

Discussion and possible action regarding the appointment of a stakeholder group to assist with the preliminary conceptual designs for the wayfinding and entry/gateway monument sign project.

#### Background:

As part of the FY 2024-2025 budget, City Council approved engaging with a professional landscape architect for the study and design of entry/gateway monuments and wayfinding signs. Council approved an agreement with Westwood for the gateway monument project in October 2024 and for the wayfinding sign project in February 2025. In order to have a more efficient processes, increase community engagement, and reduce duplicative meetings, the City and Westwood agreed to run the projects simultaneously.

The City and Westwood held a kickoff meeting in March to set the timeframe and cadence of meetings over the summer. As part of the initial conceptual design process, Westwood would like to engage a small group of stakeholders (no more than 10 individuals) to get feedback and ideas prior to holding larger, open public meetings. The City still intends to hold community meetings and engage the community throughout the process. This group will assist by helping develop initial ideas and concepts that will be presented at a community open house, as well as approved by City Council.

Staff recommends the Tourism Advisory Committee serve as this group as they represent diverse sectors of the community including hotel managers, business owners/managers, residents, and more. In addition, the wayfinding signage project is being funded by HOT funds, which are the general purview of the TAC Board. Using the TAC Board would also allow all meetings of the stakeholder group to be scheduled as public meetings allowing interested members of the public to attend. In addition to the TAC Board, staff would also recommend a representative from the TEDC and from the Greater Tomball Area Chamber of Commerce also be invited to participate at the meetings as both groups have expressed a desire to participate in the project and both typically have a presence at TAC Board meetings as needed.

**Origination:** City Manager's Office

#### Recommendation:

Staff recommends having the TAC Board, with additional representatives from the TEDC and GTACC, serve as the initial stakeholder group for the gateway monument and wayfinding signage program.

**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	4/14/2025	Approved by		
	Staff Member	Date		City Manager	Date



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: April 21, 2025

**Topic:**

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

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

**Background:**

**Origination:** David Esquivel, City Manager

**Recommendation:**

**Party(ies) responsible for placing this item on agenda:** David Esquivel, City Manager

**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:** Shannon Bennett 4/15/25 **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date