

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



**Monday, June 03, 2024
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, June 03, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 872 5410 8258 Passcode: 860356. 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 Richard Jennings with River of Praise Church
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 - 1. Announcements
 - I. Upcoming Events:
June 13, 2024 – Mayors Kaffeeklatsch 8:30 a.m. to 10 a.m. @ Community Center

June 14, 2024 – Kids Club – HTX Soccer 8 a.m. to 10 a.m. @ Broussard Park

July TBD – Focus Group Meeting #4 @ City Hall

July 4, 2024 – July 4th Celebration & Street Fest 4 p.m. to 9 p.m. @ Business 249

2024 Swim Season (Jerry Matheson Park Pool)

REGULAR SEASON HOURS (Tuesday, May 28 to Sunday, August 11)

Monday – Closed

Tuesday through Friday – 10 a.m. to 6 p.m.

Saturday and Sunday – Noon to 8 p.m.

END OF SEASON HOURS (Weekends only)

August 17 and 18 – Noon to 8 p.m.

August 24 and 25 – Noon to 8 p.m.

August 31 and September 1 – Noon to 8 p.m.

September 2 – 10 a.m. to 6 p.m.

F. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.905 acres of land legally described as Reserve “A”, Block 3 of Pine Meadows from Single Family Residential – 6 (SF-6) to Neighborhood Retail (NR). The property is located at 12703 Theis Lane, at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

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

1. Approve the Minutes of the May 20, 2024, Special Joint City Council and Planning and Zoning Commission meeting and the Regular City Council meeting.
2. Approve, on First Reading, Resolution No. 2024-24-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 Keep It Simple and Pink, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 103 W. Main Street, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
3. Approve, on First Reading, Resolution No. 2024-25-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and TCG Capital, 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 sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,750.00.
4. Approve the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions through the Choice Partners Cooperative (Contract #22/041KN-02) for a not-to-exceed amount of \$152,896.67 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. The purchases are included in the FY 2023-2024 Budget.
5. Approve a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$158,070.06, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.
6. Approve a purchase from Aqua-Metric Company, for Sensus water meters and installation, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$400,000 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.
7. Approve a purchase from Equipment Controls Company, Inc. for for gas meters and transmitters, as an exclusive authorized distributor of Sensus products, for a

not-to-exceed amount of \$622,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.

H. New Business

1. Discussion and possible action to schedule City Council Strategic Planning Workshop and Orientation.
2. Discussion and possible action to approve the proposed changes to the Board, Commission, and Committee Appointment Process.
3. Elect Officers for the 2024 Tomball Legacy Fund, Inc. Board of Directors as Required under Sec. 4.02, Bylaws
4. Presentation of the Tomball Economic Development Corporation (TEDC) 2023-2024 Annual Report.
5. Approve the Tomball Economic Development Corporation (TEDC) 2024-2025 Strategic Work Plan.
6. Adopt, on First Reading, Ordinance 2024-17, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18-Environment, Article IV.-Noise, by deleting Section 18-192.-Maximum sound levels; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.
7. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

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

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee- Members of the Tomball Economic Development Corporation (TEDC) Board of Directors.

I. 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 30th day of May 2024 by 6:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, CMC, CPM
City Secretary

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 3, 2024

Topic:

Upcoming Events:

- June 13, 2024 – Mayors Kaffeeklatsch 8:30 a.m. to 10 a.m. @ Community Center
- June 14, 2024 – Kids Club – HTX Soccer 8 a.m. to 10 a.m. @ Broussard Park
- July TBD – Focus Group Meeting #4 @ City Hall
- July 4, 2024 – July 4th Celebration & Street Fest 4 p.m. to 9 p.m. @ Business 249

2024 Swim Season (Jerry Matheson Park Pool)

REGULAR SEASON HOURS (Tuesday, May 28 to Sunday, August 11)

- Monday – Closed
- Tuesday through Friday – 10 a.m. to 6 p.m.
- Saturday and Sunday – Noon to 8 p.m.

END OF SEASON HOURS (Weekends only)

- August 17 and 18 – Noon to 8 p.m.
- August 24 and 25 – Noon to 8 p.m.
- August 31 and September 1 – Noon to 8 p.m.
- September 2 – 10 a.m. to 6 p.m.

Background:

Origination: Marketing Department

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Adopt, on Second Reading, Ordinance No. 2024-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.905 acres of land legally described as Reserve "A", Block 3 of Pine Meadows from Single Family Residential – 6 (SF-6) to Neighborhood Retail (NR). The property is located at 12703 Theis Lane, at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

Public Hearing held and First Reading approved during the May 20, 2024, Regular City Council meeting.

Origination: Theis Lane and South Cherry Street LLC

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-11

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 1.905 ACRES OF LAND LEGALLY DESCRIBED AS RESERVE “A”, BLOCK 3 OF PINE MEADOWS FROM SINGLE FAMILY RESIDENTIAL – 6 (SF-6) TO NEIGHBORHOOD RETAIL (NR). THE PROPERTY IS LOCATED AT 12703 THEIS LANE, AT THE SOUTHWEST CORNER OF THEIS LANE AND SOUTH CHERRY 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, Theis Lane and South Cherry Street LLC, has requested to amend Chapter 50 (Zoning) of the Tomball Code of Ordinance, by rezoning approximately 1.905 acres of land legally described as Reserve “A”, Block 3 of Pine Meadows, being located in the 12703 Theis Lane, within the City of Tomball, Harris County, Texas (the “Property”), be rezoned; and

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

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

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF MAY 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>NAY</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>YEA</u>

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary

Exhibit "A"

Location: 12703 Theis Lane, at the southwest corner of Theis Lane and South Cherry Street, City of Tomball, Harris County, Texas.



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

CASE #: Z24-07

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

Name: MANESS TOMMY E & GAYLE M
Parcel I.D.: 1252560050006
Address: 12703 SPRUCE CIR

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

Email: blashley@tomballtx.gov

I am in favor
Additional Comments:

I am opposed

Signature: Tommy E. Manese
12703 SPRUCE CIR

501 James Street • TOMBALL, TEXAS 77375

Kimberly Chandler

To: Benjamin Lashley
Subject: RE: Case #Z24-07: Position on the matter.

From: Ramone Gordon <ramonegordon@ymail.com>
Sent: Monday, May 13, 2024 3:51 PM
To: Benjamin Lashley <blashley@tomballtx.gov>
Subject: Case #Z24-07: Position on the matter.

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.

Good day,

My name is Ramone L. Gordon, and I write this email to indicate my position with the request of Zone Change Case #Z24-07.

Name: Gordon Ramone L
Parcel I.D.: 1252560030037
Address: 12702 Pine Woods St.

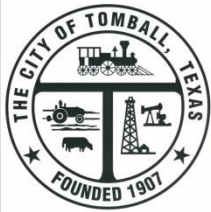
Position: I am opposed.

Additional comments:

1. Concern for the safety of my kids.
2. Increase of traffic and noise.

Please confirm receipt of this email.

Best Regards,
Ramone



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: May 13, 2024
City Council Public Hearing Date: May 20, 2024

Rezoning Case: Z24-07
Property Owner(s): Thisis Lane and South Cherry Street LLC
Applicant(s): Thisis Lane and South Cherry Street LLC
Legal Description: Reserve “A” of Pine Meadows Final Plat
Location: 12703 Thisis Lane (Exhibit “A”)
Area: 1.905 acres
Comp Plan Designation: Neighborhood Residential (Exhibit “B”)
Present Zoning: Single-Family Residential – 6 District (Exhibit “C”)
Request: Rezone from the Single-Family Residential – 6 (SF-6) to the Neighborhood Retail (NR) District

Adjacent Zoning & Land Uses:

North: Commercial (C) / Operating Business and Vacant Lot

South: Single-Family Residential – 6 (SF-6) / Single Family residence(s)

East: Light Industrial (LI) and Single-Family Residential – 20 (SF-20) / Single-family residence(s) and a Vacant Lot

West: Single-Family Residential – 6 (SF-6) / Single Family residence(s)

BACKGROUND

The subject property was created in 2004 as part of the Pine Meadows subdivision and appears on the recorded plat as a commercial reserve. Because the City of Tomball governs land use by zoning and not by declaration on recorded plats, the property assumed the same zoning district of the entire community, (SF-6) when zoning was established in 2008. The property is currently vacant with no structures present. The applicants are requesting the rezoning of the subject property to Neighborhood Retail – NR to allow the development of an approximately 18,000 square foot retail shopping center.

ANALYSIS

Description: The subject property is comprised of 1.905 acres, located on the southwest corner of Theis Lane and South Cherry Street. Currently the subject property is located within the SF-6 zoning district and has been within this zoning classification since the City of Tomball adopted zoning in 2008. Across Theis Lane, to the north of the subject property, is an existing distribution/warehouse facility, along with a vacant lot which are both within the Commercial (C) zoning district. South and west of the subject site are multiple single-family residences within the SF-6 zoning district. East of the subject property, across South Cherry Street are single family residences within the SF-20 and Light Industrial (LI) zoning districts.

Comprehensive Plan Recommendation: The property is designated as “Neighborhood Residential” by the Comprehensive Plan’s Future Land Use Map. The Neighborhood Residential category is intended for areas predominantly comprised of single-family detached housing. The land uses that are to be promoted in this category should focus on creating safe and desirable neighborhoods.

According to the Comprehensive Plan, land uses should consist of single-family detached residential, with appropriate secondary uses of parks, schools, public facilities, single-family attached residential, and limited commercial services. Commercial services that do not require large parking lots would be appropriate within this category where residential collector streets meet arterials such as Theis Lane and South Cherry Street.

The Comprehensive Plan recommends the zoning districts of Single-Family Estate Residential – 20 (SF-20-E), Single-Family Residential–9 (SF-9), Single-Family Residential–6 (SF-6), and Planned Development (PD) for the Neighborhood Residential land use category.

The Comprehensive Plan identifies the need to promote the location of community facilities and services, as well as limited commercial services within and near existing and proposed neighborhoods to create mutually beneficial synergies and a higher quality of life. According to the Comprehensive Plan, it is important to ensure that appropriate compatibility is achieved between differing intensities of land uses.

Staff Review Comments: The Neighborhood Retail Zoning District was recently drafted by City Staff and adopted by City Council with the goal of promoting a more enriched living environment within and adjacent to the residential areas in Tomball. The requested rezoning district is not found in the recommendations of the Comprehensive Plan largely due to the recent creation of the Neighborhood Retail District. However, this request is aligned with the Comprehensive Plan’s emphasis on providing supporting services and appropriate land uses that are compatible with residential areas. Uses permitted in the Neighborhood Retail District include lower intensity non-residential uses that promote more complete neighborhoods by providing convenient access to goods and services. Also, the subject property is located at the intersection of two minor arterial streets which serve as the site’s only roadway access. Additionally, the subject property is in close proximity to many large neighborhoods, commercial business, and industrial land uses that could be served by a retail facility.

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 April 15, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends approval of Zoning Case Z24-07.

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



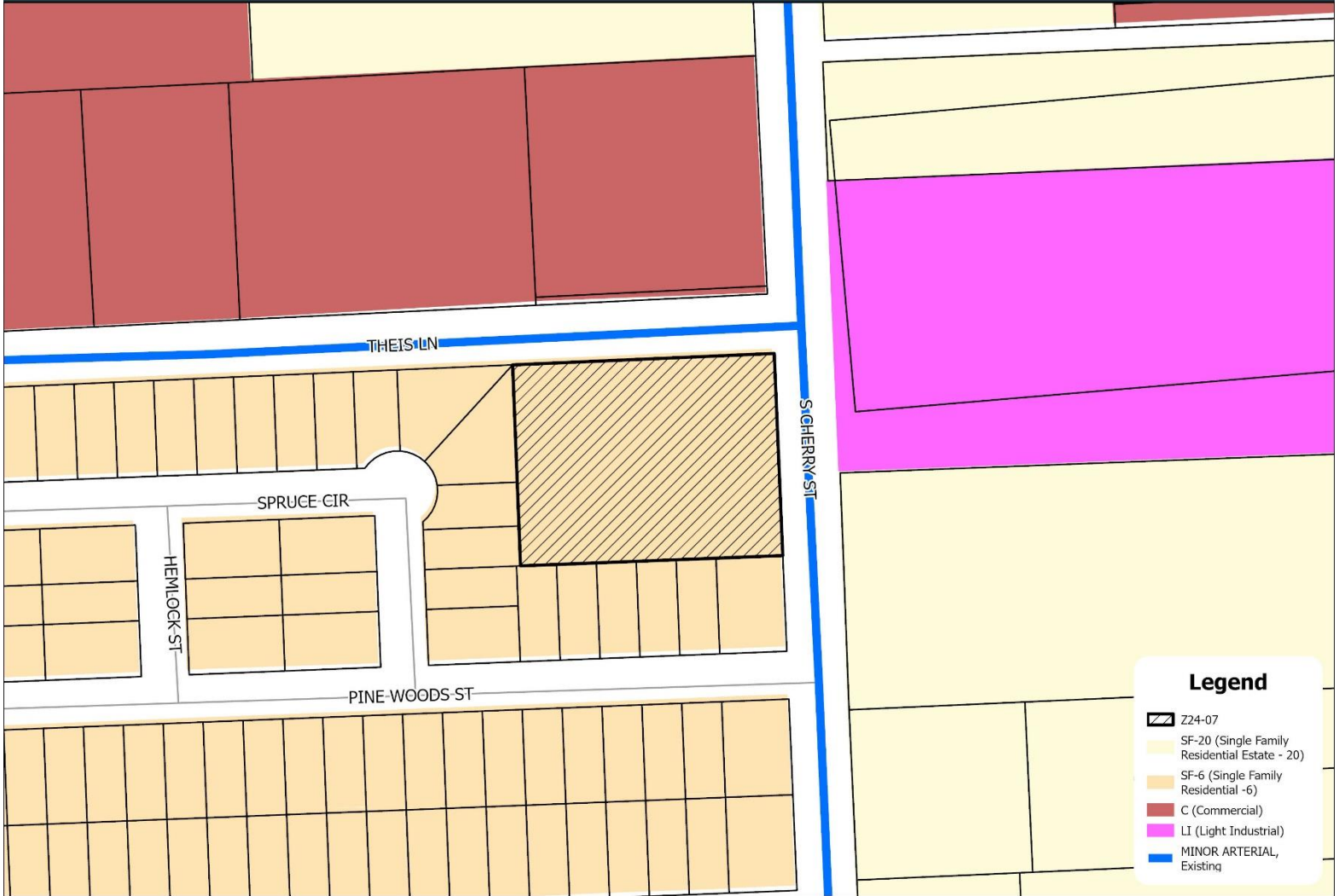
Legend

- Z24-07
- Business Park and Industrial
- Neighborhood Residential

Exhibit "C"
Zoning Map



Zoning



Legend

- Z24-07
- SF-20 (Single Family Residential Estate - 20)
- SF-6 (Single Family Residential - 6)
- C (Commercial)
- LI (Light Industrial)
- MINOR ARTERIAL, Existing

Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (East)



Neighbor (South)



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/secure/send
USERNAME: tombalredd
PASSWORD: Tomball1

Applicant

Name: Theis Lane and South Cherry Street LLC Title: Owner
Mailing Address: 16023 Rudgewick Lane City: Spring State: TX
Zip: 77379 Contact: William J. Lawrence
Phone: (346) 241-1000 Email: bill@wj.me

Owner

Name: Theis Lane and South Cherry Street LLC Title: Owner
Mailing Address: 16023 Rudgewick Lane City: Spring State: TX
Zip: 77379 Contact: William Lawrence
Phone: (346) 241-1000 Email: bill@wj.me

Engineer/Surveyor (if applicable)

Name: Pickering & Associates, Registration #: 10165200 Title: Surveyor
Mailing Address: 7702 Pin Oak Street City: Montgomery State: TX
Zip: 77316 Contact: Roger Pickering
Phone: (936) 447-4703 Fax: (____) _____ Email: rpickering@hotmail.com

Description of Proposed Project: Retail shopping center with two buildings totalling 18,500 square feet.

Physical Location of Property: Southwest corner of Theis Lane and Cherry Street.
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: All 1.899 acre tract in the Jesse Pruitt Survey, A-629, Reserve A of Pine Meadows
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Residential

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

Current Use of Property: Unused land

Proposed Zoning District: Neighborhood Residential

Proposed Use of Property: Retail / Office / Family Medical

HCAD Identification Number: 1252560030038 Acreage: 1.899

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  _____ 03/01/2024
Signature of Applicant Date

X  _____ 03/01/2024
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**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

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

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

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

Application Process

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

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



March 1, 2024

Dear City of Tomball Community Development Department,

My name is Bill Lawrence, and I am the general partner at LoneStarDevelopment. We are a small, family-owned business that owns and manages small office/warehouse parks and small retail shopping centers in and around Houston.

We have been in business for over 30 years, and my son Matthew Lawrence and lifelong business partner Jason Snell have purchased the vacant piece of land at the southwest corner of Thisis Lane and South Cherry Street.

It is our intention to develop this into a small, approximately 18,000-square-foot shopping center, that will cater to the neighborhood and surrounding residential developments. We will pre-select our tenants who will offer a mix of quality food service establishments, professional and home services, and possibly a health, beauty, and drugs establishment.

As in all our other developments, we have committed to ourselves and will commit to our future neighbors, that this property will be extremely well-managed and well-cared for. You can visit any of our properties in Houston and can quickly see the attention to detail, cleanliness, and professionalism that is on display.

Currently, this piece of property is zoned for residential use. It is situated at the intersection of two major roads, making it an ideal candidate for a small retail center that can serve the needs of the local community.

As the neighborhood behind the parcel (Pine Meadows) is already fully built-out with infrastructure in place, there is no feasible way to incorporate this small (under 2 acres) additional parcel into this subdivision. Furthermore, the small size is incompatible with any type of high-density housing like apartments or townhomes.



That is why we are proposing a small neighborhood retail shopping center. It is a perfect location for a neighborhood café, coffee shop, medical practice, or donut/sandwich shop. We will be including a lot of architectural features and different building materials such as masonry and decorative wall panel systems to distinguish this center as an upscale fitting companion to the growing residential neighborhoods that adjoin the site.

We have included a rendering of the project along with a preliminary site plan for your consideration and review.

I also invite you to call either Matt Lawrence (832) 953-3000 or Jason Snell (281) 389-6023 and ask any question you might have or can think of. We want to be great neighbors, and though the amount of our investment is considerable, it pales in comparison to the value of our reputation that we hold in the highest regard.

We believe that it won't take long for you to feel the same. Thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "William J. Lawrence", written in a cursive style.

William J. Lawrence, General Partner

GF# ATCH21111202A

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)
2111202A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: November 30, 2022

Grantor: MARITIA, L.P., an Arizona Limited Partnership

Grantor's Mailing Address:

MARITIA, L.P.
2944 N. 44th St., Ste 250
Phoenix, Maricopa County, AZ 85018-7290

Grantee: THEIS LANE AND SOUTH CHERRY STREET LLC, a Texas limited liability company

Grantee's Mailing Address:

THEIS LANE AND SOUTH CHERRY STREET LLC
16023 Rudgewick Ln.
Spring, Harris County, TX 77379

Consideration:

Cash and other good and valuable consideration, the receipt of which is acknowledged.

Property (including any improvements):

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 THIS 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 THIS LANE TO THE POINT OF BEGINNING AND CONTAINING 1.899 ACRES (82,729 SQUARE FEET) OF LAND, MORE OR LESS.

together with (i) any and all appurtenances belonging or appertaining thereto; (ii) any and all improvements located thereon; (iii) any and all appurtenant easements or rights of way affecting the Property and any of Grantor's rights to use same; (iv) any and all rights of ingress and egress to and from the Property and any of Grantor's rights to use same; (v) any and all mineral rights and interests of Grantor relating to the Property (present or reversionary); (vi) any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit the Property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; (vii) any and all rights and interests of Grantor in and to any leases covering all or any portion of the Property; and (viii) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding the Property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the Property and (d) any and all reversionary interests in and to the Property. Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (vi) and (viii) directly above, Grantor is hereby only granting, selling and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, express or implied).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

The matters listed or contained in Exhibit "A" labelled "Permitted Encumbrances" which is attached hereto, incorporated herein and made a part hereof for all purposes, to the full extent same are valid and subsisting and affect the Property. Property taxes for 2022 have been prorated between the parties and Grantee assumes and agrees to pay same.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS** and **CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the reservations from conveyance and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

MARITIA, L.P.

By East Lyons, Inc., its General Partner

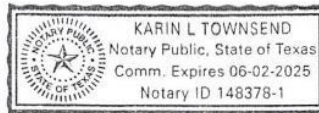
By: 
Louis H. Smulders, Executive VP

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on November 30, 2022, by Louis H. Smulders, Executive VP of East Lyons, Inc., a Nevada corporation, acting in its capacity as Manager of MARITIA, L.P., an Arizona limited partnership, on behalf of said limited partnership.


NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:
Anthony T. Sortino, Attorney
500 W. Main Street
Tomball, Texas 77375



City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve the Minutes of the May 20, 2024, Special Joint City Council and Planning and Zoning Commission meeting and the Regular City Council meeting.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

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

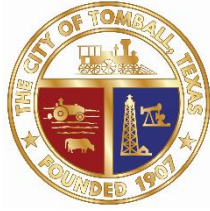
Yes: _____ No: _____ If yes, specify Account Number: # _____

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

Signed _____
Staff Member Date

Approved by _____
City Manager Date

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



**Monday, May 20, 2024
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 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

The Planning and Zoning Commission meeting was called to order by Chair Barbara Tague at 4:00 p.m. Other members present:

PRESENT:

Commissioner Tana Ross
Commissioner Susan Harris
Commissioner Scott Moore
Commissioner Richard Anderson

CITY STAFF PRESENT:

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Tom Ramsey
City Secretary - Tracylynn Garcia
Assistant City Secretary – Sasha Luna
Community Development Director – Craig Meyers
Community Development Coordinator – Kimberly Chandler
Police Chief – Jeff Bert

- 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.]*

Lucille Lewis - noise ordinance
22835 Huffsmith-Kohrville
Tomball, Texas 77375

Colleen Pye - noise ordinance
207 Florence St
Tomball, Texas 77375

Michael Fagan - noise ordinance
1314 Pine Brook
Tomball, Texas 77375

Gretchen Fagan - noise ordinance
1314 Pine Brook
Tomball, Texas 77375

Samuel Shannon - noise ordinance
823 Lizzie Lane
Tomball, Texas 77375

John & Rosalie Dillon - noise ordinance
14166 Turnervine
Tomball, Texas 77375

Joenelle Vick - noise ordinance
825 Tifkin
Tomball, Texas

Deena Wilhight - noise ordinance
309 Texas St.
Tomball, Texas

C. Presentations

1. Presentation and discussion regarding the Draft Tree Protection Ordinance.

No action taken.

2. Presentation and discussion regarding draft amendments to Chapter 18-Environment, Article IV. Noise

No action taken.

D. Adjournment

Chair Barbara Tague adjourned the Planning and Zoning Commission meeting at 5:33 pm.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr.

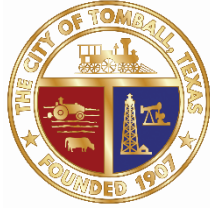
Motion carried unanimously.

PASSED AND APPROVED this 3rd day of June 2024

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

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



**Monday, May 20, 2024
6:00 PM**

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

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Attorney – Tom Ramsey
City Secretary - Tracylynn Garcia
Assistant City Secretary - Sasha Luna
Director of Community Development - Craig Meyers
Director of Marketing & Tourism - Chrislord Templonuevo
IT Director - Tom Wilson
Public Works Director - Drew Huffman
HR Director – Kristie Lewis
Finance Director – Katherine Tapscott
Fire Chief – Joe Sykora
Police Chief – Jeff Bert

- B. Invocation - Led by Bruce Hillegeist – President of the Greater Tomball Area Chamber of Commerce
- C. Pledges to U.S. and Texas Flags and presentation of Colors by the Tomball Memorial High School MCJROTC
- 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.]*

No public comments were received.

E. Presentations

1. Proclamation – “National Public Works Week” May 19 – May 25, 2024

Proclamation – “Tomball Memorial High School Marine Corps JROTC Day”

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

June 1, 2024 – Tomball Prays Together 10:00 am – 11:00 am @ Depot

June 13, 2024 – Mayors Kaffeeklatsch 8:30 am – 10:00 am @ Community Center

June 14, 2024 – Kids Club – HTX Soccer 10:00 am - 12:00 pm @ Broussard Park

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

I. Katherine Tapscott- Finance Director presented the Quarterly Investment Report for Period Ending March 31, 2024. The Public Funds Investment Act requires that a report of the City’s cash and investments be presented to City Council on a quarterly basis.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-12, an Ordinance of the City of Tomball, Texas Repealing and Replacing Chapter 46, Article VII, Water Conservation, of the City of Tomball Code of Ordinances; Providing for the Repeal of Conflicting Provisions; Providing a Savings Clause; Establishing Penalties for the Violation of and Provisions for Enforcement of These Restrictions; Providing Severability; Adopting a Water Conservation and Drought Contingency Plan; and Providing an Effective Date.

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

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

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 the Minutes of the May 6, 2024 Special Joint City Council and Planning and Zoning Commission meeting, the Regular City Council meeting and the May 13, 2024 Special – Canvass of the Election City Council meeting.
2. Authorize the expenditure of greater than \$50,000 with CyberOne, LLC for a not-to-exceed amount of \$54,625 for services related to the implementation of Microsoft Intune and penetration testing. The purchase is included in the FY 2023-2024 Budget.
3. Approve the expenditure of greater than \$50,000 with Tanches Global Management for a not-to-exceed amount of \$65,300, for consulting and software services. The purchases are included in the FY 2023-2024 Budget.
4. Approve an amendment to a Services Agreement with Source Point Solutions, LLC for vector services and regular maintenance of sewer components for an amount of \$100,000 (contract total not-to-exceed) \$160,000), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the Fiscal Year 2023-2024 Budget.

Motion made by Council 1 Ford, Seconded by Council 3 Dunagin.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

I. New Business

1. Eric Heppen- Project Manager with HC Pct 3 presented regarding additional potential partnership projects between Harris County Pct. 3 and City of Tomball at Broussard and Matthews Parks
2. Consideration, discussion, and provide staff direction on the policy and procedures for Boards and Commissions.

No action taken.

3. Consider appointments to the Tax Increment Reinvestment Zone Number 3 Board of Directors, including appointment of a Board Chair.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to appoint Paul Garcia, Lisa Covington and appoint R. Parr as Chair.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

4. Consider approval of Resolution 2024-22 approving the FY 2022-2023 Tomball Tax Increment Reinvestment Zone No. 3 Annual Report.

Motion made by Council 3 Dunagin, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

5. Consideration to Approve Zoning Case Z24-07: Request by Theis Lane and South Cherry Street LLC, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.905 acres of land legally described as Reserve "A", Block 3 of Pine Meadows from Single Family Residential – 6 (SF-6) to Neighborhood Retail (NR). The property is located at 12703 Lane, at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas.

Conduct Public Hearing on Zoning Case Z24-07

- Mayor Klein Quinn called the PH to order at 7:53 pm
- Hearing no comments the Mayor closed the PH at 7:54 pm

Adopt, on First Reading, Ordinance No. 2024-11, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 1.905 acres of land legally described as Reserve "A", Block 3 of Pine Meadows from Single Family Residential – 6 (SF-6) to Neighborhood Retail (NR). The property is located at 12703 Theis Lane, at the southwest corner of Theis Lane and South Cherry Street, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to read by caption only Ordinance No. 2024-11.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

Motion made by Council 1 Ford, Seconded by Council 5 Parr to adopt only Ordinance No. 2024-11.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Voting Nay: Council 2 Garcia

Motion carried 4 votes yea, 1 vote nay.

6. Approve a reimbursement to CHTA Development, Inc. for water and sewer pipe oversizing for Public Improvement District No. 12 – Winfrey Estates in accordance with the approved Development Agreement for a not-to-exceed amount of \$96,539.50 and authorize the City Manager to execute any and all documents related to the expenditure. This amount is included in the FY 2023-2024 budget.

Motion made by Council 3 Dunagin, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

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

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

Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee- Members of the Planning and Zoning Commission

Sec. 551.087 - Deliberation regarding Economic Development negotiations.

Executive session started: 8:16 PM

Executive session ended: 9:31 PM

J. Adjournment

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

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington,
Council 5 Parr

Motion carried unanimously.

PASSED AND APPROVED this 3rd day of June 2024.

Tracylynn Garcia
City Secretary, TRMC, CMC, CPM

Lori Klein Quinn
Mayor

Tomball Code of Ordinances

Article IV. Noise



Summary of Existing Noise Provisions

- Definitions
 - Daytime hours means from 7:00 am to 10:00 pm on the same day.
 - Nighttime hours means from 10:01 pm to 6:59 am on the following day.
 - Sound amplifying equipment means any machine or device used for amplification of human voice, music, or other sound.
 - Sound nuisance means any sound that exceeds the maximum permissible sound levels specified in this chapter or otherwise unreasonably disturbs, injures, or endangers the comfort, response, health, peace, or safety of others.



Summary of Existing Noise Provisions

- General prohibition
 - Any loud, unnecessary, or unusual noise that annoys, disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others.
 - Any sound that exceeds the maximum permitted sound levels.
 - Any sound using any sound amplifier that disturbs the peace, quiet, and comfort of neighboring inhabitants.



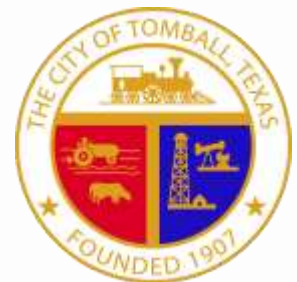
Summary of Existing Noise Provisions

- Maximum permissible sound levels (on property where sound is received)
 - Residential property
 - 65 dB(A) during daytime hours (7:00 am to 10:00 pm)
 - 58 dB(A) during nighttime hours (10:01 pm to 6:59 am)
 - Nonresidential property
 - 68 dB(A) at all times
- The generation of sound that causes sympathetic vibrations that disturbs others on another property is prohibited.
- Construction-related sounds up to 85 dB(A) between 7:00 am and 8:00 pm is permissible.



Tomball Code of Ordinances

Article IV. Noise-Draft Amendments



Purpose of the Draft Amendments

- Growing desire from the community to allow venues providing outdoor entertainment with the use of amplified sound (music, other media, etc.).
- Establish areas in the city where the use of amplified sound is acceptable (Entertainment District).
- Establish maximum permissible sound levels and times of the day when amplified sound is permissible.

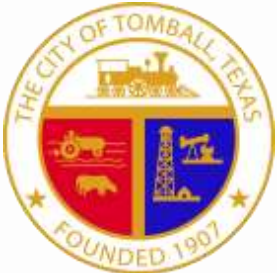


Establish/Define Entertainment District

- Entertainment district means the area located within 500 feet of FM 2920 between Calvert Road and FM 2978, within the area between SH 249 Tollway and SH 249 Business, and within 500 feet to the east of SH 249 Business between FM 2920 and Theis Lane.
- Maximum permissible sound levels (on property where sound is received)
 - Residential property and non-residential property
 - 75 dB(A) during daytime hours (7:00 am to 10:00 pm) if the sound originates from a property located within an entertainment district.

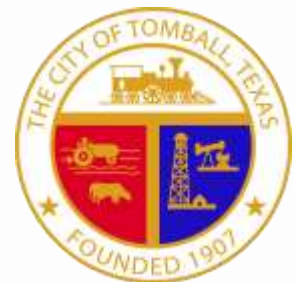


Proposed Entertainment District



dB(A)	Example	Home Appliances	Power Tools
0	healthy normal hearing threshold		
10	A watch ticking		
20	rustling leaves		
30	A whisper		
40	Light Rain	computer	
50	Quiet office	refrigerator	
60	normal conversation	air conditioner	
70	shower	dishwasher	
75	toilet flushing	vacuum cleaner	
80	alarm clock	garbage disposal	
85	passing diesel truck	snow blower	
90	average personal stereo	lawn mower	Welder
95	inside subway car	food processor	belt sander
100	motorcycle (riding)		handheld drill
105	sporting event		Chain Saw
110	Live Rock Music		jackhammer
115	emergency vehicle siren		riveter
120	thunderclap		
130	peak stadium crowd noise		
140	jet engine at takeoff		
145	firecracker		
150	fighter jet launch		
160	shotgun		
165	.357 magnum revolver		
180	rocket launch		

Decibel Levels



Discussion and Questions



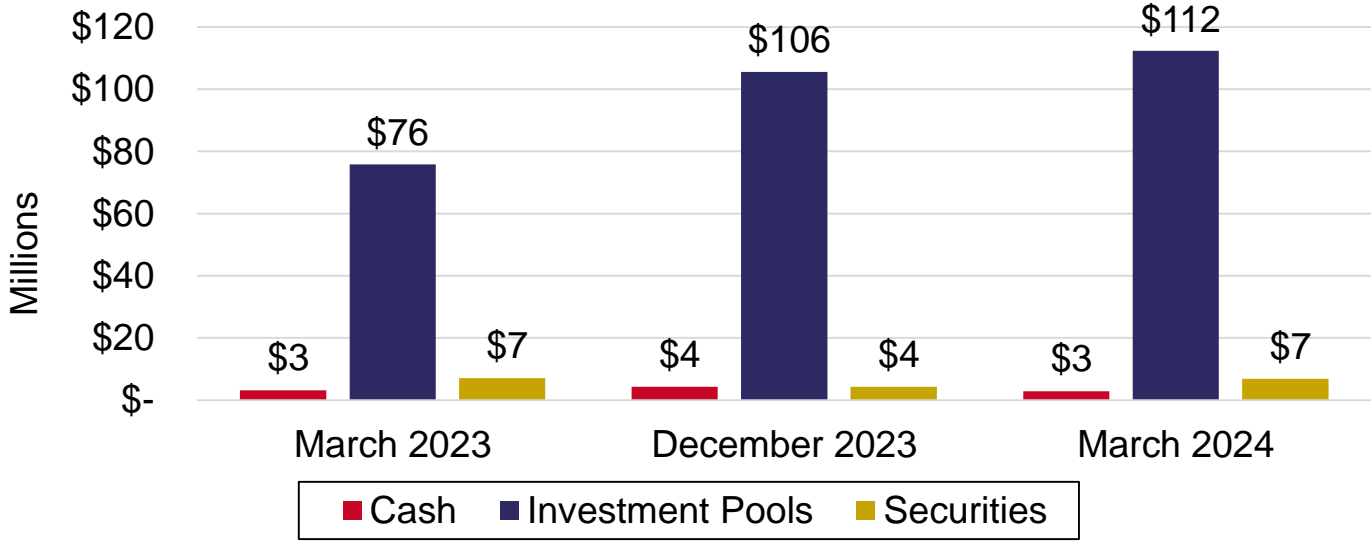
Quarterly Investment Report

Quarter Ending March 31, 2024



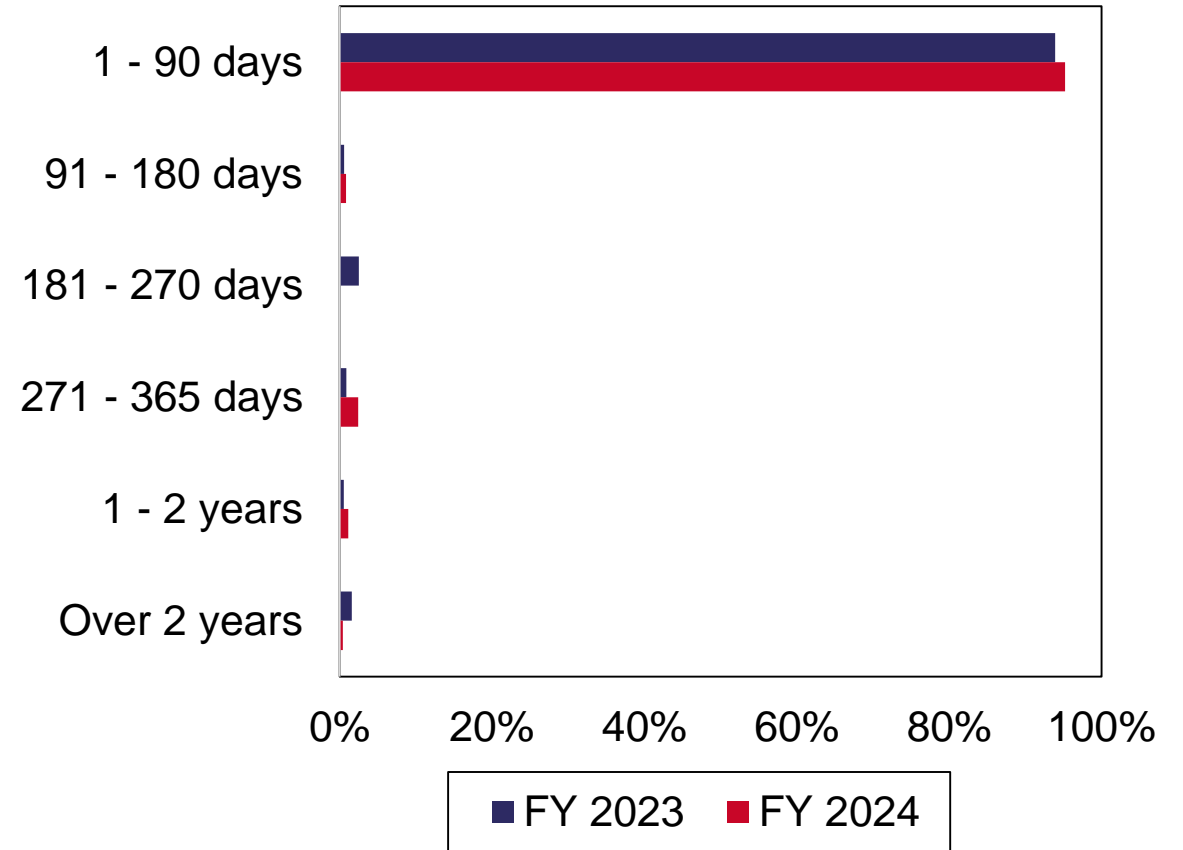
Investment Portfolio Summary

	March 31, 2023	December 31, 2023	March 31, 2024
Cash	\$3,177,618	\$4,286,650	\$2,863,129
Investment Pools	\$75,808,550	\$105,534,305	\$112,362,811
Securities	\$7,112,502	\$4,336,600	\$6,839,074
TOTAL	\$86,098,670	\$114,157,555	\$122,065,013



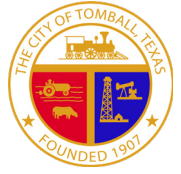
Maturity Diversification

	Current Market Value	Percent Portfolio
1 - 90 days	\$116,225,804	95.2%
91 - 180 days	998,612	0.8%
181 - 270 days	-	0%
271 - 365 days	2,960,055	2.4%
1 - 2 years	1,388,184	1.1%
Over 2 years	492,357	0.4%
TOTAL PORTFOLIO	\$122,065,013	



Questions?



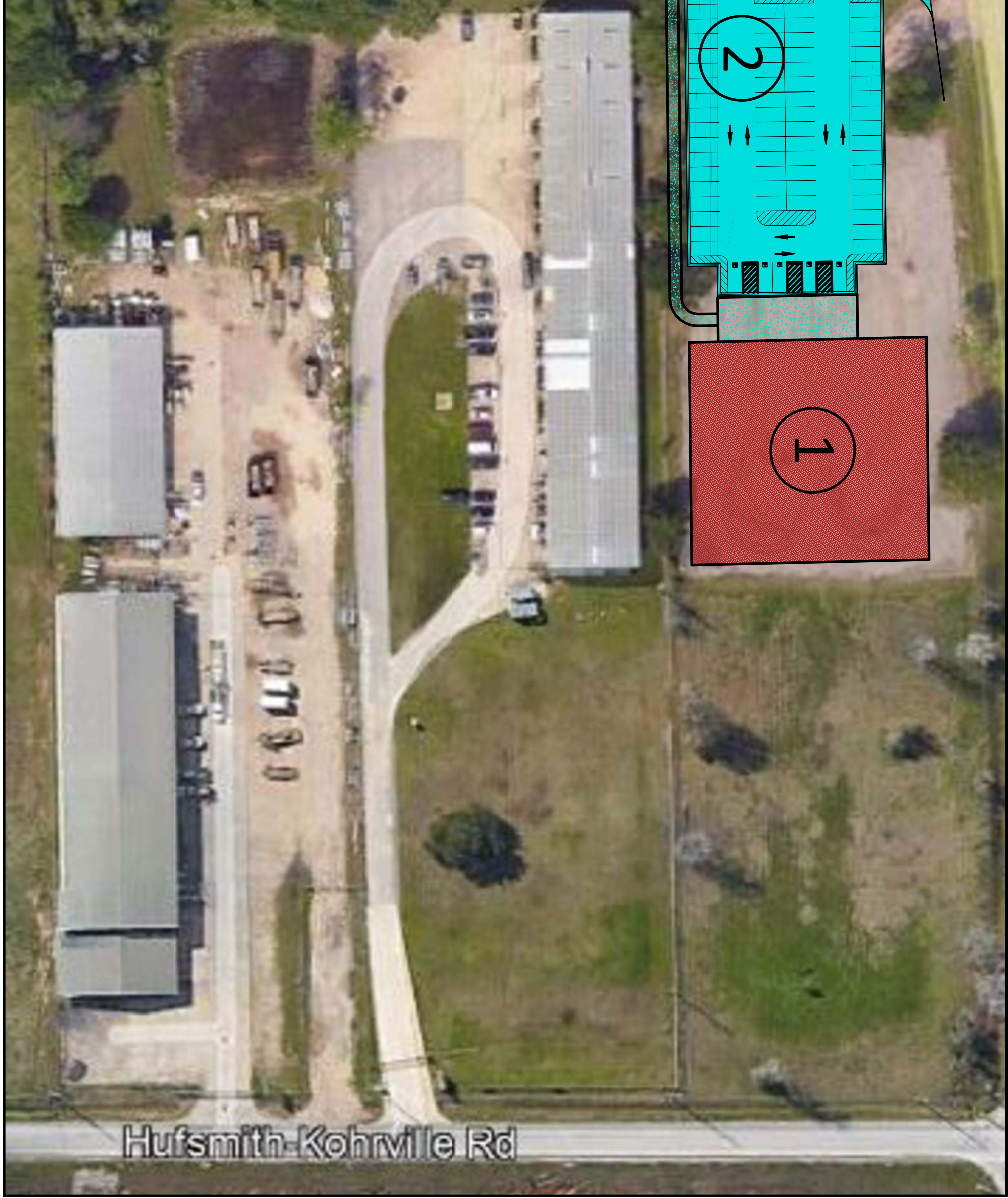
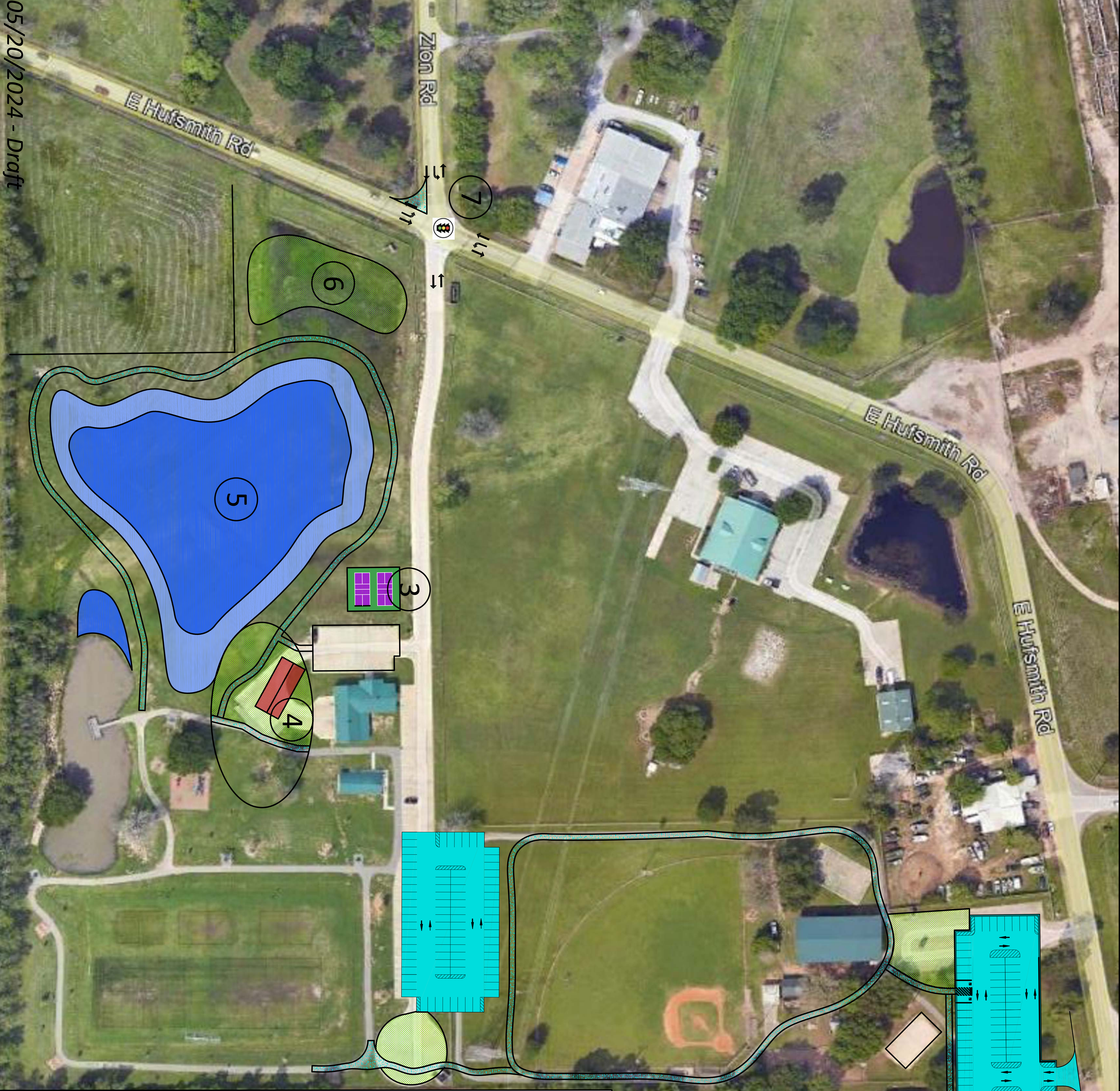


Concept Sketch for Broussard Park

Broussard Park Concept | Visionary Plan | 14 ACRE PARK



NOTE: DRAWING IS CONCEPTUAL AND SUBJECT TO CHANGE



Park Index

- 1 - Samuel Mathews Community Center, 24KSF
- 2 - Expanded Paved Parking - 125 Spaces
- 3 - Pickelball Courts (2)
- 4 - Outdoor Pavilion (with kitchen) and multi-purpose lawn
- 5 - Broussard Pond, stocked with fish (75KSf new, 25Ksf existing)
- 6 - Wildflower Area (relocated)
- 7 - Signalized Intersection with left turn lanes

"Harris County" Park

A Harris County & City of Tomball Partnership Park



TIRZ No. 3 Board Appointments & Annual Report

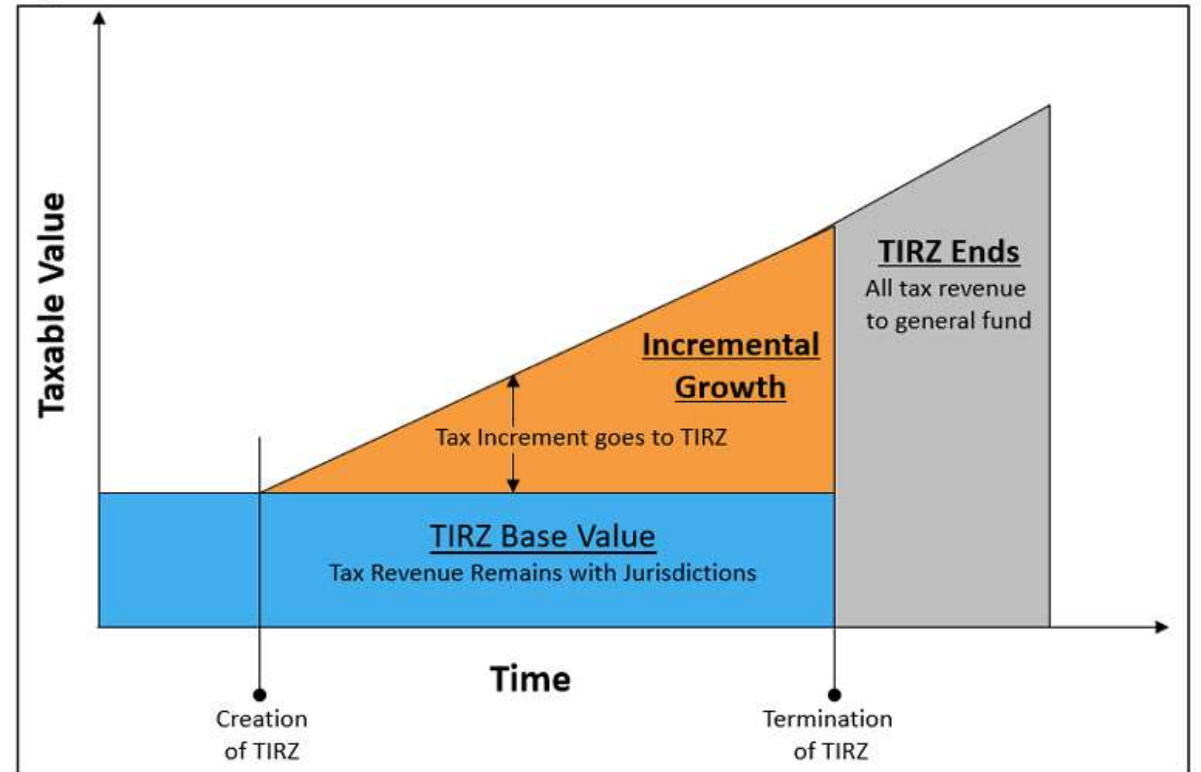
May 20, 2024



Background

- Tax Increment Reinvestment Zones (TIRZ) are types of discretionary “development districts” that cities can create.
- TIRZs function by dedicating incremental tax revenue to eligible projects via tax increment financing (TIF).
- Governed by Texas Tax Code, Chapter 311.

Figure 1: How the Tax Increment is Calculated



TIRZ No. 3

- Tomball TIRZ No. 3 was created on Dec. 6, 2021.
 - Size: 240.1 acres
 - Term: 30 years or until debt is retired.
- The City of Tomball is the only participating jurisdiction.
 - Contribution: 75% of City's portion of tax increment.
- Final Project & Finance Plans and TIRZ bylaws were adopted in November 2023.



TIRZ No. 3 Board of Directors

- **Ord. No. 2021-39:** Establishes board of 5 directors, serving alternating terms.
- **Texas Tax Code 311.009(f):** Board chair must be appointed by governing body that created TIRZ; 1 year term.
- Council provided direction in Nov. 2023 to have council members concurrently serve as TIRZ board.
 - Council drew lots at the initial meeting to assign TIRZ board terms.

Director	Term Ending
Randy Parr (2023 Chair)	December 31, 2024
Dane Dunagin	December 31, 2024
John Ford	December 31, 2025
Mark Stoll*	December 31, 2025
Derek Townsend*	December 31, 2025



TIRZ No. 3 Board of Directors

- Staff recommends appointment of Paul Garcia and Lisa A. Covington as TIRZ No. 3 board members.
- Council will also need to select a board member to serve as Chair for 2024.

Director	Term Ending
Randy Parr (2023 Chair)	December 31, 2024
Dane Dunagin	December 31, 2024
John Ford	December 31, 2025
Paul Garcia	December 31, 2025
Lisa A. Covington	December 31, 2025



TIRZ No. 3 Annual Report

- **Texas Tax Code 311.016:**

- The governing body that created the zone shall submit to the chief executive officer of each taxing unit that levies property taxes on real property in a reinvestment zone created by the municipality or county a report on the status of the zone.
- A copy of the report must also be submitted to Texas Comptroller of Public Accounts.

Fiscal Year	Tax Year	Base Value	Tax Year Value	Increment	TIRZ Revenue	TIRZ Expenditures
2021-2022	2021	\$7,843,320	---	---	---	---
2022-2023	2022	\$7,843,320	\$7,843,320	\$0	\$0	\$0



Questions?



TIRZ No. 3 Annual Report

Draft 2023-2024

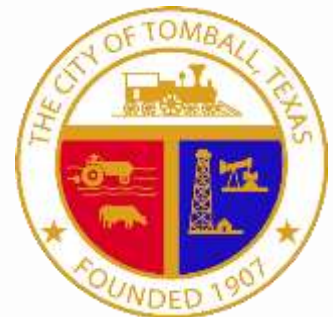
Fiscal Year	Tax Year	Base Value	Tax Year Value	Increment	City Tax Rate	TIRZ Contr. %	TIRZ Revenue Collected	TIRZ Fund Interest	TIRZ Expenditures	TIRZ Fund Balance
2021-2022	2021	\$7,843,320	---	---	---	---	---	---	---	---
2022-2023	2022	\$7,843,320	\$7,843,320	\$0	\$0.28725	75%	\$0	\$0	\$0	\$0
2023-2024	2023	\$7,843,320	\$152,166,850	\$144,323,530	\$0.29332	75%	\$317,497	TBD	TBD	\$317,497
Total Increment Revenue							\$317,497			

Fiscal Year	Tax Year	Base Value	Tax Year Value	Increment	City Tax Rate	City %	City Revenue Collected from Base	City Revenue Collected from Increment
2021-2022	2021	\$7,843,320	---	---	---	---	---	---
2022-2023	2022	\$7,843,320	\$7,843,320	\$0	\$0.28725	25%	\$0	\$0
2023-2024	2023	\$7,843,320	\$152,166,850	\$144,323,530	\$0.29332	25%	\$23,006	\$105,832
Total City Revenue							\$128,838	



Rezoning Case Z24-07

- Request by Theis Lane and South Cherry Street LLC, to rezone 1.905 acres from Single-Family 6 to Neighborhood Retail.






Location

Southwest corner of Theis Lane
and South Cherry Street



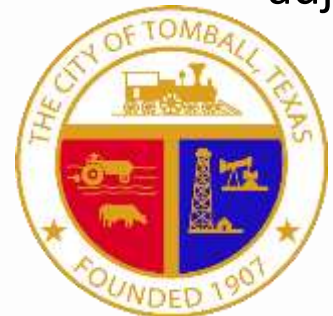
Legend

 Z24-07



Rezoning Request

- The applicant has indicated their desire to construct a small shopping center to cater to the area including possible uses such as a neighborhood café, medical practice, donut, or sandwich shop.
- The Neighborhood Retail Zoning District was recently created with the goal of accommodating limited retail uses, services, and offices to serve neighborhood areas.
- Uses allowed in the Neighborhood Retail District are intended to be compatible adjacent to neighborhoods.
- The recent enhancements to screening and buffering requirements provide more protection to adjacent properties.

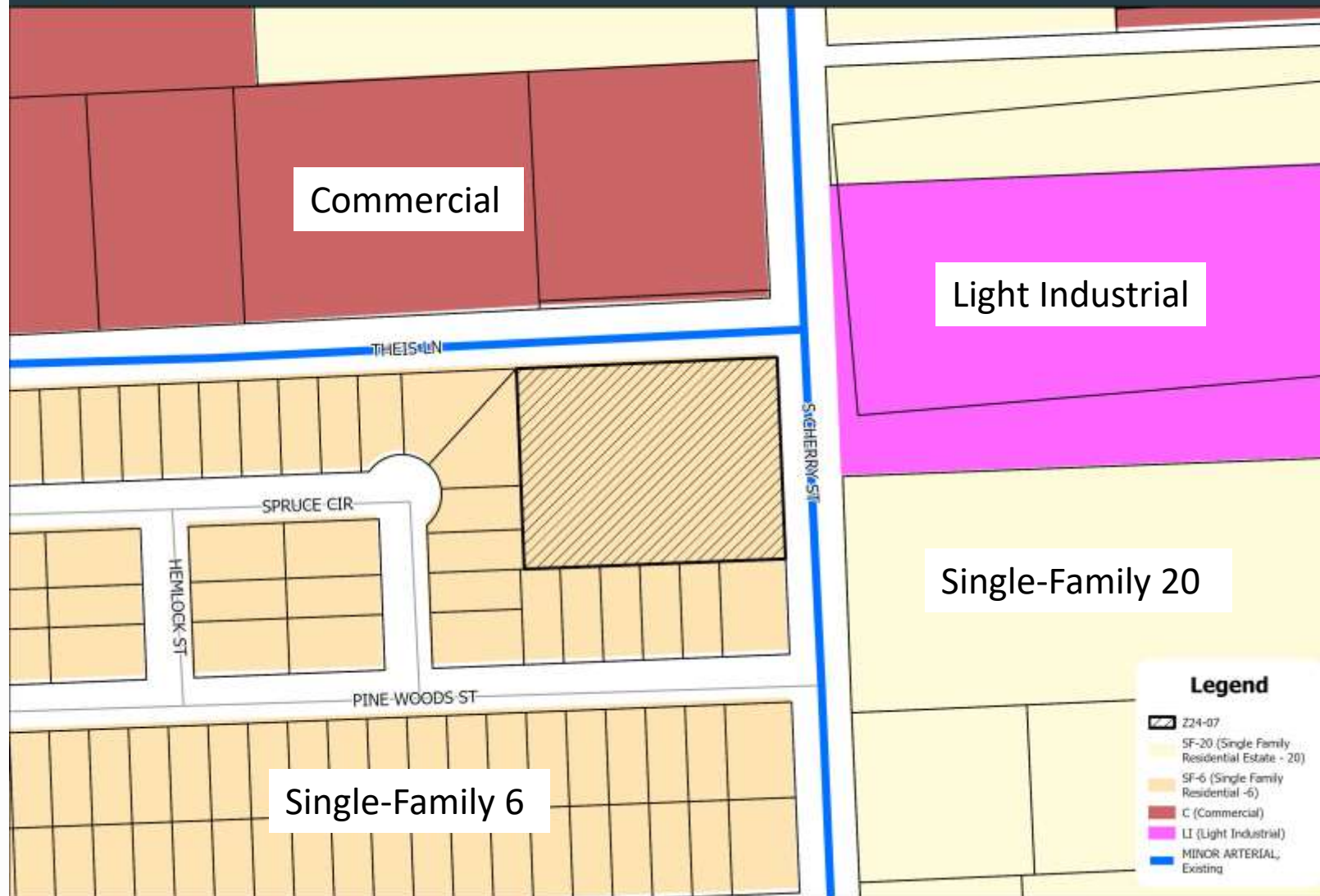


Site Photos





Zoning



Legend	
	Z24-07
	SF-20 (Single Family Residential Estate - 20)
	SF-6 (Single Family Residential - 6)
	C (Commercial)
	LI (Light Industrial)
	MINOR ARTERIAL, Existing





Future Land Use

Business Park and Industrial



Legend

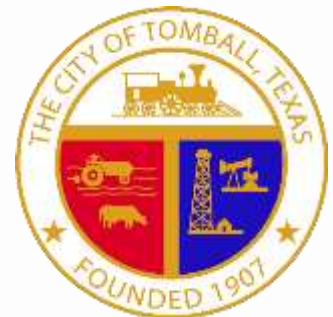
- Z24-07
- Business Park and Industrial
- Neighborhood Residential

Neighborhood Residential



Analysis

- According to the Comprehensive Plan, primary land uses within the Neighborhood Residential designation should consist of single-family detached homes.
- Low intensity commercial services are also appropriate where intersections of major roadways exist such as South Cherry Street and Theis Lane.
- The request is aligned with the Comprehensive Plan's emphasis on providing supporting services and appropriate land uses that are compatible with residential areas.
- Access to the development is only from South Cherry Street or Theis Lane.





Notification Area

300 feet



- 1 - In Favor- ●
- 2 - Opposed- ●

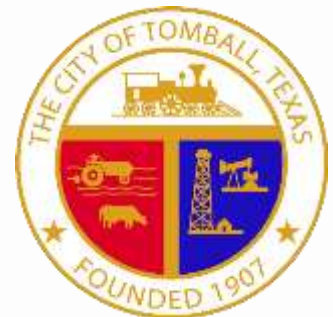
Legend

- Z24-07
- 300' Notification Area

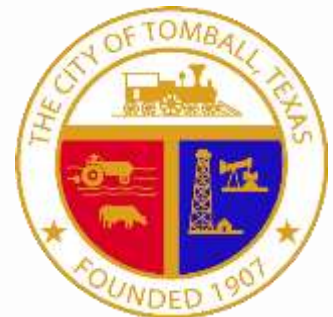


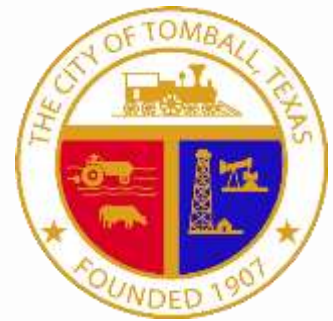
Recommendation

- City Staff recommends approval.
- Planning & Zoning Commission recommends approval (5-0).
- The request to rezone to Neighborhood Retail meets the intent of that newly created zoning district and uses permitted in that district are compatible with neighborhood areas.
- The recently enhanced buffering and screening regulations provide more protection for the neighboring properties.
- The request conforms to the goals of the Comprehensive Plan.



Applicant

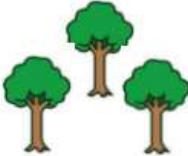




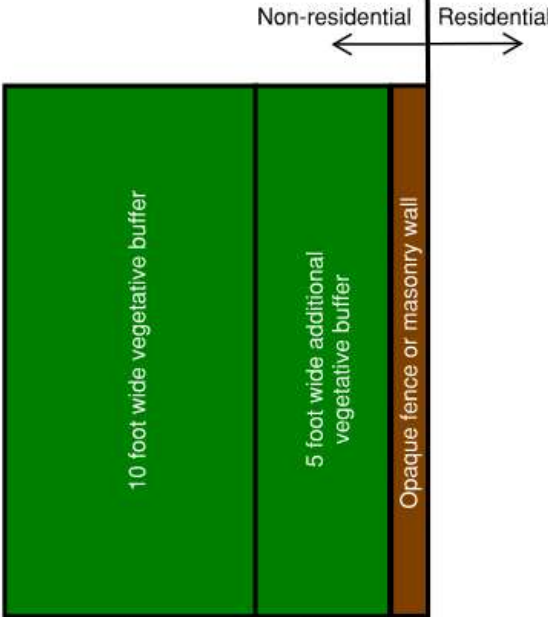
Screening and Land Use Buffering Point System 25 Points Required



1 large tree=15 points
Mature height of 20'
Height of 8' and 4" caliper at time of planting (12" above ground)
Planted every 25' in buffer area



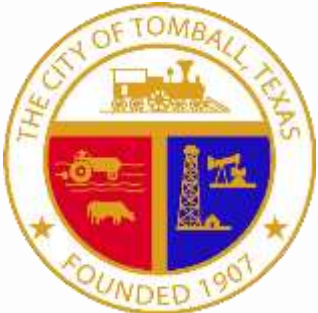
3 small trees=15 points
Height of 8' and 2" caliper at time of planting (12" above ground)
Planted every 25' in buffer area



10' buffer (minimum requirement)

Additional 5' buffer=5 points
(maximum of 10 points)

7' opaque wooden fence (minimum requirement)
6' opaque masonry wall=10 points





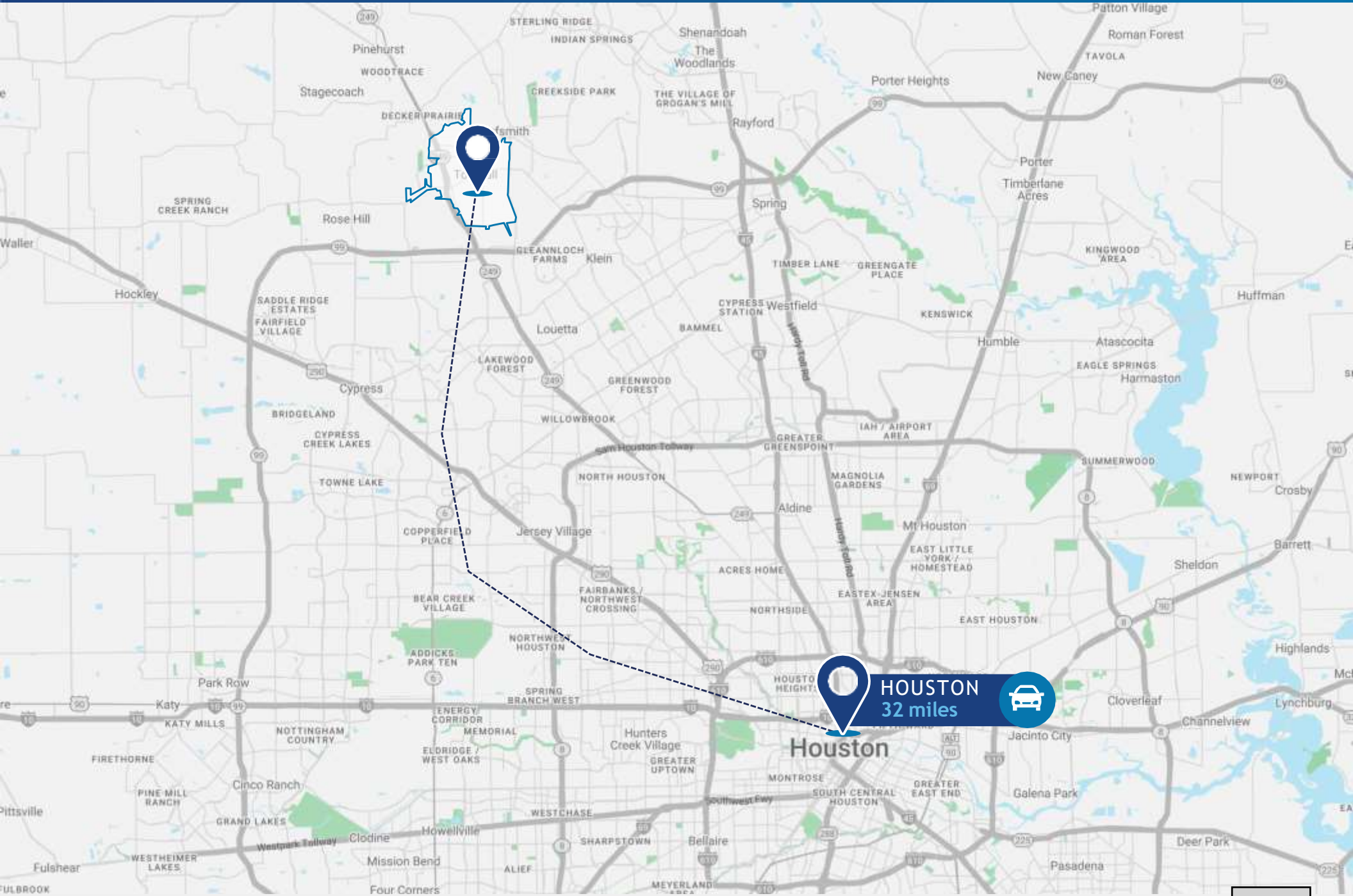
The Shops at Theis and Cherry

➤ Tomball, TX

Lone Star Development Bio

Lone Star Development is a leading real estate company from Spring, TX, specializing in the development, construction, and management of premier properties. With over 150,000 square feet of meticulously managed real estate, Lone Star Development offers small businesses clean, safe, and affordable spaces to thrive. Founded by three exceptional partners, their combined expertise in entrepreneurship, construction, and architecture ensures the creation of first-class properties. Lone Star Development recently completed construction on a 44,000 square foot mixed-use project in Tomball. With 17,000 square feet of retail space currently under development, and an additional 100,000 square feet of mixed-use space planned for the near future in Magnolia, TX, Lone Star Development is committed to delivering exceptional spaces that contribute to the growth and success of businesses in the Houston area.





The Shops at Theis and Cherry

Welcome to The Shops at Theis and Cherry, an exceptional neighborhood retail center nestled in a prime location surrounded by rapidly developing neighborhoods in Tomball. This 17,100 square-foot retail center, located on the corner of Theis Lane and Cherry Street, offers the community first-class retail, office, and medical within walking distance of their homes.

- » The current zoning for this sharp corner designates it as residential. Given its location on two prominent streets, we propose that transforming it into a neighborhood retail center would be more beneficial for the community. Consequently, we have applied to rezone the property to Neighborhood Retail.
- » The City of Tomball recently introduced a new zoning category called Neighborhood Retail, tailored for properties such as this one. This designation is more stringent compared to general commercial zoning. It prohibits drive-thru restaurants, convenience stores, and gas stations. Additionally, businesses are not permitted to operate between 11:00 PM and 6:00 AM. Moreover, structures must be designed in proximity to the streets, obscuring parking lots from view. A landscape buffer with a higher fence standard and a designated tree buffer zone are also mandated.



The Shops at Theis and Cherry

» Our proposal includes the development of two distinct buildings, employing a mix of materials to create a modern and stylish aesthetic. While both structures will utilize similar materials, one will have a white base while the other will be based in a dark grey color, adding visual contrast. We plan to integrate a covered patio area between the buildings, allowing future tenants to offer outdoor seating for customers. Additionally, since the buildings will front the two streets, we'll ensure that all sides showcase storefront window systems and attractive architectural elements to enhance their appeal and invite engagement from passersby.



We will lease exclusively to businesses that cater to the local community. Our focus will be on leasing to establishments such as restaurants, cafes, bakeries, boutiques, family doctors, dentists, office spaces for various businesses, and other similar high-quality businesses that align with the surrounding area's needs and demographics.





BIG LOTS!

HOBBY LOBBY

Walmart

249

Cane's

TACO BELL

Woodleaf Reserve

TRACTOR SUPPLY CO

CIRCLE K

249

Site of Future Costco

Cherry Pines



SHOPS AT THEIS AND CHERRY

Pine Meadows

New Estate Neighborhood

Holderrieth Rd

Site Plan



Concepts - Renderings



Concepts - Renderings



Concepts - Renderings



Concepts - Renderings



Concepts - Renderings



Concepts - Renderings

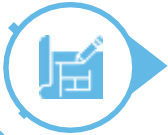


Proposed Time Line

April 2024
Start Predevelopment
(Civil Drawings, Arch
Drawings, budgets and
estimates)



June 2024
Submit Civil Drawings
to City of Tomball



August 2024
Submit Arch Drawings
to City of Tomball



August 2024
Construction Start



February 2025
Construction Final



March 2025
Leasing



Hufsmith Kohrville Business Park- Completed April 2024



Hufsmith Kohrville - Light Speed Construction





Contact our Team

BILL LAWRENCE

President and CEO

bill@lonestardevelopment.me

JASON SNELL

Director of Development

Jason@lonestardevelopment.me

MATTHEW LAWRENCE

Managing Partner

matt@lonestardevelopment.me

Visit us at: LoneStarDevelopment.me

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 3, 2024

SUBJECT: Keep It Simple and Pink, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Suzanna Papaqui, Owner of Keep It Simple and Pink LLC, for funding assistance through the TEDC's Rental Incentive Program for a new café and event space.

Ms. Papaqui currently operates The Party HTX, which specializes in party rental needs for events across the Houston region. She plans to utilize the Main Street space as a café and event venue and desires to add a roof-top bar and short-term vacation rental to the space. The existing building is approximately 2,900 square feet and is the former home of Ricca Boot Shop located at 103 W. Main Street, Tomball, TX.

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 three-year lease commitment with a monthly rent amount of \$5,000.00 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.



May 9, 2024

Subject: New Business Incentive Program

Dear Kelly Violette, CEcD, PCED, AICP
Executive Director
Tomball Economic Development Corporation

I hope this letter finds you well. I am writing this letter as the sole owner of Keep It Simple And Pink, LLC not only as an excited member of the community but also as a young entrepreneur since 2018. Specializing in event rentals and home baked sweets. I currently run The Party Htx which I'm blessed to say is thriving as we are vendors for larger scale companies like Lone Star college in The Woodland, Chase Bank, Houston School District & so many more! I as of right now go to clients for all their party rental needs which now opening the space i will be able to give the clients what they need. Bringing a new group to tomball.

Our goal is to take tomball to a new era through night life and daily events to give tomball what it's missing. We are extremely excited about working on this project but due to the building being a wonderful part of history we are doing our best to keep its original fixtures and let the building speak for itself. Unfortunately if we want to create the nightlife and bring something special to our roof top or indoor event we will need some renovations to hold the structure together.

Our plan is to open both down stairs locations as well as what will be the air bnb in the back apartment by june 1st with permit allowing. To do so required a larger investment. Next step is getting our rooftop up to code and evaluate the possibilities. Getting our liquor license for this as well will cost on top of this starting january our rent will be going up.

To maximize our potential I have started marketing already and plan on executing much more effort into this once doors are open on marketing material such as tote bags, hats, flyers for all the events, social media boosted posts and so much more.

While these are just a piece of the expense we are also undergoing all permit fees tied into the Cafe downstairs and occupancy permits needed. Not only would this help create a magical and jaw dropping space, it will give me the ability of having a one stop place everyone will come out to see!

I sincerely appreciate your consideration and look forward to discussing this opportunity with you. Thank you for taking the time to read this letter and hope you have an amazing day.

Sincerely,

A handwritten signature in black ink that reads "Suzanna Papaqui". The signature is written in a cursive, flowing style with large, elegant loops.

Suzanna Izabella Papaqui
Owner Keep It Simple and Pink LLC
(346)351-0538
Papaquiizabella@icloud.com
Keepitsimpleandpink@gmail.com



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: KEEP IT SIMPLE LLC

Current Business Physical Address: 103 W MAIN ST

City, State & Zip TOMBALL TX, 77375

Mailing Address: 103 W MAIN ST

City, State & Zip TOMBALL TX, 77375

Business Phone: (346)351-0538

Business Website: _____

Business Owner Name: SUZANNA PAPAQUI

Applicant's Name (if different): _____

Position /Title: OWNER

Phone and Email: (346)351-0538

Nature of Business: CAFE/VENUE

NAICS Code: _____

Legal Form of Business:

- Sole Proprietor
- Partnership Number of Partners _____
- Corporation
- Limited Liability Corp
- Other _____

Days and Hours of Operation

Days Open: 6 A WEEK

Hours Open: 10-12

Business Start/Opening Date JUNE 1, 2024

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>6,000</u>
Landlord Space Improvement (finish)	\$ _____
Equipment and Display	\$ <u>4,000</u>
Product Stock (for Opening)	\$ <u>3,000</u>
Marketing (First Year)	\$ <u>1,000</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>12,000</u>
Funds from other sources*	\$ _____
Total estimated cost to move/expand	\$ <u>26,000</u>

* Source of Funding and Amounts Self Employed 26,000

New Lease Property Information

Address of space to be leased: 103 W MAIN ST

Total amount of square feet to be leased and occupied: 2,900

Term of lease (minimum 3 years): 3 years

Gross rental rate \$ 5,000 per month \$ 1.73 per s.f.

Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU
WILL BE ADDED

Indicate any rate increases: UNKNOWN EXACT AMOUNT ABOUT 500-700 more

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.

Suzanna Papaqui

Printed Name of Principal Owner



Signature

05/09/2024

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.



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: 103 W MAIN ST

Property Owner of Record: BUTTERBEE ACQUISITIONS, LLC

Mailing Address: _____

City, State & Zip _____

Phone: _____ Email: HEATH@TEXASMULCHASTERS.CO

Name(s) of Authorized Signatories: Nolan Butterfras

Name of Management Company: _____

Name of Representative/Contact Person: _____

Management Company Address: _____

City, State & Zip _____

Phone: _____ Email: _____

Name of proposed business at site:

KEEP IT SIMPLE AND PINK LLC

Name of business owner:

Suzanna Papaqui

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

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 2,900

Term of lease: 3 years

Gross rental rate \$5,000 per month \$1.73 per s.f.

Additional lease terms and other monthly charges: STARTING JANUARY TAXES AND INSU

Indicate any rate increases: UNKOWN EXACT AMOUNT ABOUT 500-700

Is the subject space currently vacant? Yes No

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

Name of previous tenant: RICCO

Previous Rental Rate: \$ _____ Per Month \$ _____ 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.

Nolan Butterfras

Printed Name of Property Owner/Landlord



Signature

05/09/2024

Date



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

CONCERNING THE LEASED PREMISES AT 103 W Main St Tomball TX 77375
 between Butterbee Acquisitions, LLC (Landlord)
 and Suzanna Izabella Papaqui (Tenant).

Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>ADDENDA & EXHIBITS (check all that apply)</u>
1.	Parties	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses	3	<input checked="" type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input checked="" type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input checked="" type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations	11	<input type="checkbox"/> _____
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout	12	
22.	Holdover	12	
23.	Landlord's Lien and Security Interest	12	
24.	Assignment and Subletting	12	
25.	Relocation	13	
26.	Subordination	13	
27.	Estoppel Certificates and Financial Info.	13	
28.	Casualty Loss	13	
29.	Condemnation	14	
30.	Attorney's Fees	14	
31.	Representations	14	
32.	Brokers	14	
33.	Addenda	15	
34.	Notices	15	
35.	Special Provisions	16	
36.	Agreement of Parties	16	
37.	Effective Date	16	
38.	License Holder Disclosure	17	

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: , , and Tenant: , _____



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2020

1. PARTIES: The parties to this lease are:

Landlord: Butterbee Acquisitions, LLC; and
Tenant: Suzanna Izabella Papaqui

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number _____ containing approximately _____ square feet of rentable area ("rsf") in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

(2) **Single-Tenant Property:** The real property containing approximately 2,900 square feet of rentable area ("rsf") at: 103 W Main St, Tomball, TX 77375 (address) in Tomball (city), Harris (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 36 months and 0 days, commencing on: 5/1/2024 (Commencement Date) and ending on 5/31/2027 (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

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: , , and Tenant: , _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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 15 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 n/a or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
5/1/2024	12/31/2027	5,000.00 / rsf / month	/ rsf / year	5,000.00
		/ 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 6/1/2024

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: _____
Address: _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ 75.00 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 100 %.
- (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.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: , _____

Page 4 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

- (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____.
- (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____.
- (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and _____.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is _____ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: , , and Tenant: , _____

Page 5 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 5,000.00 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
(9) _____	<input 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.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: , _____

Page 6 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- (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:
Party events and Air B&B

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: , , and Tenant: , _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- 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)*:

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7)
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

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

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: , , and Tenant: , _____

Page 8 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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 60 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

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: , _____




Page 9 of 18

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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) Storage yards and storage buildings.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(22) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord:  , and Tenant: , _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- 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;

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: ,

Page 11 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord:  , and Tenant: , _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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.

(TXR-2101) 07-08-22 Initialed for Identification by Landlord:   and Tenant:  _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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: N/A

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

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: , _____

Page 14 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

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: Better Homes & Garden Gary Greene Cooperating Broker: _____

Agent: Crystal Graham Agent: _____

Address: 8817 Louetta Rd Address: _____
Spring TX 77379

Phone & Fax: 281-831-8334 Phone & Fax: _____

E-mail: crystalgraham@att.net E-mail: _____

License No.: 360784 License No.: _____

Principal Broker: *(Check only one box)*
 represents Landlord only.
 represents Tenant only.
 is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.




B. Fees:

- (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Principal Broker and:
 Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
 - (a) a separate written commission agreement between Cooperating Broker and:
 Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: _____
Address: _____
Attention: _____
Fax: _____

(TXR-2101) 07-08-22 Initialed for Identification by Landlord:  , and Tenant: , _____

Commercial Lease concerning: 103 W Main St Tomball TX 77375

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Landlord also consents to receive notices by e-mail at: heath@texasmulchmasters.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: papaquizzabella@icloud.com


35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

Landlord will be responsible for the HVAC system the first 6 months of the lease. After that the tenant shall be responsible. Rent the first year shall be \$5,000. The next year (2025) rent shall be adjusted to include the property taxes & insurance. This shall be prorated and added to the monthly rent. It shall be reviewed and adjusted each year starting each January of the lease. Tenant shall have possession to the property starting May 1, 2024. Prorated rent shall apply May 15-31. Rent for May 2024 shall be \$2,833.33. June 2024 shall start the full rental amount \$5,000.

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.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:  , and Tenant: , _____

Page 16 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375

- 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: N/A

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:   and Tenant:  _____

Page 17 of 18

Commercial Lease concerning: 103 W Main St Tomball TX 77375


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: Butterbee Acquisitions, LLC

Tenant: Suzanna Izabella Papaqui

By: _____


By: _____

By (signature): 
Printed Name: Heath Beeman
Title: _____ Date: 04/27/2024

By (signature): 
Printed Name: Izabella Papaqui
Title: Tenant Date: 04/27/2024

By: _____

By: _____

By (signature): 
Printed Name: _____
Title: _____ Date: 04/27/2024

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT

103 W Main St

Tomball

TX 77375

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.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord:  , and Tenant: , _____

Landlord's Rules and Regulations concerning 103 W Main St Tomball TX 77375

- 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:

Tenant must follow City, County & State codes & zoning.
No open flames, propane tanks, space heaters, sparklers or fireworks on the property.

(TXR-2108) 1-26-10 Initialed for Identification by Landlord:  , and Tenant: ,




INTERMEDIARY RELATIONSHIP NOTICE


USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2004


To: Butterbee Acquisitions, LLC Nolan Butterfras (Seller or Landlord)
and Suzanna Izabella Papaqui (Prospect)
From: BHG Gary Greene (Broker's Firm)
Re: 103 W Main St Tomball TX 77375 (Property)
Date: 04/27/2024

- A. Under this notice, "owner" means the seller or landlord of the Property and "prospect" means the above-named prospective buyer or tenant for the Property.
- B. Broker's firm represents the owner under a listing agreement and also represents the prospect under a buyer/tenant representation agreement.
- C. In the written listing agreement and the written buyer/tenant representation agreement, both the owner and the prospect previously authorized Broker to act as an intermediary if a prospect who Broker represents desires to buy or lease a property that is listed by the Broker. When the prospect makes an offer to purchase or lease the Property, Broker will act in accordance with the authorizations granted in the listing agreement and in the buyer/tenant representation agreement.
- D. Broker will will not appoint licensed associates to communicate with, carry out instructions of, and provide opinions and advice during negotiations to each party. If Broker makes such appointments, Broker appoints:
 _____ to the owner; and
 _____ to the prospect.
- E. By acknowledging receipt of this notice, the undersigned parties reaffirm their consent for broker to act as an intermediary.
- F. Additional Information: (Disclose material information related to Broker's relationship to the parties, such as personal relationships or prior or contemplated business relationships.)

The undersigned acknowledge receipt of this notice

Authentisign

 _____ 04/27/24
 Seller or Landlord **Heath Beeman** Date

Authentisign

 _____ 04/27/24
 Seller or Landlord **Nolan Butterfras** Date

Authentisign

 _____ 04/27/24
 Prospect **Izabella Papaqui** Date

 Prospect Date



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>BHGRE Gary Greene</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>475512</u> License No.	<u>brokerage@garygreene.com</u> Email	<u>713-456-6644</u> Phone
<u>Mark Woodroof</u> Designated Broker of Firm	<u>415360</u> License No.	<u>brokerage@garygreene.com</u> Email	<u>713-456-6644</u> Phone
<u>Sharon Teusink</u> Licensed Supervisor of Sales Agent/ Associate	<u>302669</u> License No.	<u>Sharon@GaryGreene.com</u> Email	<u>281-444-5140</u> Phone
<u>Crystal Graham</u> Sales Agent/Associate's Name	<u>360784</u> License No.	<u>crystalgraham@att.net</u> Email	<u>281-831-8334</u> Phone

AuthentisIGN Nolan Butterfras AuthentisIGN Heath Beeman
 Buyer/Tenant/Seller/Landlord Initials Date 04/27/24
 04/27/24 04/27/24

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

This form is authorized for use by Crystal L Graham, a

InstanetFORMS IABS 1-0

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 **Keep It Simple and Pink LLC** (the “Company”), 103 W Main Street, 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 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 2,900 square foot existing retail space located at 103 W Main Street, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to develop a café and event venue with two (2) full-time employees at the Property; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

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 ½% per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

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

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall

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

7.

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

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

If to Company: Keep It Simple and Pink LLC
103 W Main Street
Tomball, TX 77375
Attn: Suzanna Izabella Papaqui, 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 _____ 2024 (the “Effective Date”).

KEEP IT SIMPLE AND PINK, LLC

By: _____

Name: Suzanna Izabella Papaqui

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 _____ 2024, by Suzanna Izabella Papaqui, Owner of Keep It Simple and Pink 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 __January__ 2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"
Legal Description of Property

Legal: LT 24 BLK 3 TOMBALL
Address: 103 W Main Street, Tomball, TX 77375



© 2012-2017 Digital Map Products. All rights reserved.

1

RESOLUTION NO. 2024-24-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 KEEP IT SIMPLE AND PINK, 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 Keep It Simple and Pink, 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 Keep It Simple and Pink, LLC, in accordance with an economic development agreement by and between the TEDC and Keep It Simple and Pink, LLC to promote and develop a new or expanded business enterprise, to be located at 103 W. Main 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 3rd day of June, 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this 17th day of June, 2024.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve, on First Reading, Resolution No. 2024-25-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and TCG Capital, 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 sports facility located at 19220 Theis Ln., Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$26,750.00.

Background:

On May 14, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors approved, as a Project of the Corporation, an economic development performance agreement with TCG Capital, LLC for assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise. The Tomball City Council has final approval authority over all programs and expenditures of the Corporation.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-25-TEDC

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____
Staff Member-TEDC Date

Approved by _____
Executive Director-TEDC Date

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: June 3, 2024

SUBJECT: TCG Capital, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Jorge Campos, Managing Member of TCG Capital, LLC, for assistance with infrastructure costs related to the development of a 100-stall parking lot expansion and related drainage facilities for Element Sportsplex.

In 2020, the TEDC Board of Directors approved a grant agreement with TCG Capital, LLC for the development of a 44,000 square-foot sports facility on approximately 2.986 acres located at 19220 Theis Ln., Tomball, Texas, 77375. The facility opened in 2021 and is home to Texas Legacy Volleyball Club, which hosts numerous tournaments throughout the year.

Due to high tournament attendance and limited parking, Mr. Campos has purchased an adjacent 3-acre tract to expand the parking and drainage facilities. The estimated capital investment for the project is \$535,000.00.

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 TCG Capital, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$26,750, based on 5% of the actual expenditures for the eligible infrastructure improvements.

Date: May 9, 2024

Tomball Economic Development
29201 Quinn Road, Suite B
Tomball, TX 77375

RE: Element Sportsplex – Request for Grant

To Whom It May Concern:

I would like to formally request a grant to assist with infrastructure and site construction costs of an expansion of parking for Element Sportsplex – located at 12920 Theis Lane, Tomball, TX.

Overview Project

I plan to build a 100 parking lot expansion, detention, drainage to expand our existing parking. We have limited the tournaments given the parking lot stress. In the past 2 years we have hosted various events including Creators League events, volleyball tournaments, basketball tournaments and other events. However, given the large number of spectators and to minimize street parking we would like to expand our parking lot. We have purchased 3 acres to the north of the existing facility and would like to add parking on this tract to support tournaments and other events.

Other opportunities that we would focus on would be hosting tournaments for basketball or volleyball games including local or statewide. We have hired full time and part time staff as we are able to host additional events we will hire additional full time and part time staff.

Project Costs and Timing

The total project cost is estimated to be \$535,000 all of which will be devoted to site and infrastructure costs.

	Cost
3 acre tract (already purchased)	\$250,000
Building Cost (budget)	\$535,000
Total Project Cost	\$785,000

The construction is estimated to be completed in phases with final completion expected by Q3 2024.

Benefits to Tomball

TCG Capital LLC
9303 Stratford Pl
Tomball, TX 77375

We firmly believe this facility will provide a huge benefit to the city of Tomball both economically as well as intangibly. The benefits to Tomball include:

1. Ability to host more frequent and larger events attracting outsiders to Tomball
2. Increased tourism traffic throughout the year (will create additional demand for hotels, shopping and eating) – tournaments expected to be held throughout the year
3. Increased need for staff to support outreach and hosting tournaments
4. Increased property tax revenue to the City and schools

I am fully committed to maintaining a first class indoor sports facility and want to build a great reputation throughout all of Texas. With this parking expansion we will have one of the best facilities in town with ample parking. I request that you approve this grant request and look forward to discussing.

All the Best,

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

Jorge Campos
TCG Capital, LLC, Managing Member
Email: jorge@tcgcap.com
Phone: 713-202-8759

Scenario 1 with Client Data

Project Type: Business Retention & Expansion
Industry: Entertainment
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	2.0	2.5	4.5
Spin-off	0	0.4	0.4
Jobs Total	2.0	2.9	4.9
SALARIES			
Direct	\$1,094,972	\$1,071,626	\$2,166,598
Spin-off	\$0	\$394,237	\$394,237
Salaries Total	\$1,094,972	\$1,465,862	\$2,560,835

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	\$155,320	\$75,288	\$230,608
Harris County	\$178,075	\$38,541	\$216,616
Tomball ISD	\$544,381	\$33,919	\$578,300
Lone Star College	\$54,990	\$9,474	\$64,464
Port of Houston	\$2,933	\$505	\$3,439
Harris County ESD #8	\$45,903	\$7,908	\$53,811
Harris County Hospital District	\$73,301	\$12,628	\$85,930
Harris County Department of Education	\$2,453	\$423	\$2,876
Harris County Flood Control	\$15,868	\$2,734	\$18,602
	\$1,073,225	\$181,420	\$1,254,645

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	2.5	0.4	2.9
Annual Salaries/Wages at Full Ops (Yr 4)	\$119,386	\$43,920	\$163,306
Salaries/Wages over 10 Years	\$1,071,626	\$394,237	\$1,465,862
Taxable Sales/Purchases in City of Tomball	\$834,847	\$4,928	\$839,775

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	0.1	0.0	0.1
New residents in City of Tomball	0.2	0.0	0.2
New residential properties constructed in City of Tomball	0.0	0.0	0.0
New students to attend local school district	0.0	0.0	0.0

Totals may not sum due to rounding

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	\$1,116	\$250,000	\$535,000	\$0	\$0	\$785,000	\$786,116
2	\$1,707	\$255,000	\$545,700	\$0	\$0	\$800,700	\$802,407
3	\$1,741	\$260,100	\$556,614	\$0	\$0	\$816,714	\$818,455
4	\$2,961	\$265,302	\$567,746	\$0	\$0	\$833,048	\$836,009
5	\$3,020	\$270,608	\$579,101	\$0	\$0	\$849,709	\$852,729
6	\$3,080	\$276,020	\$590,683	\$0	\$0	\$866,703	\$869,784
7	\$3,142	\$281,541	\$602,497	\$0	\$0	\$884,037	\$887,179
8	\$3,205	\$287,171	\$614,547	\$0	\$0	\$901,718	\$904,923
9	\$3,269	\$292,915	\$626,838	\$0	\$0	\$919,753	\$923,021
10	\$3,334	\$298,773	\$639,375	\$0	\$0	\$938,148	\$941,482

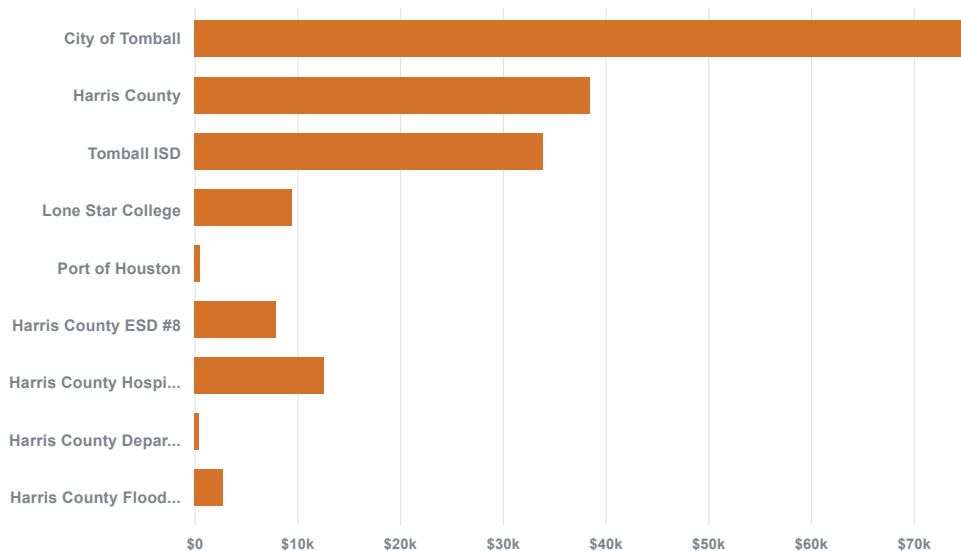
Fiscal Impact Overview

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	\$99,648	(\$24,360)	\$75,288	\$58,183
Harris County	\$42,176	(\$3,635)	\$38,541	\$29,550
Tomball ISD	\$91,954	(\$58,035)	\$33,919	\$25,983
Lone Star College	\$9,474	\$0	\$9,474	\$7,252
Port of Houston	\$505	\$0	\$505	\$387
Harris County ESD #8	\$7,908	\$0	\$7,908	\$6,054
Harris County Hospital District	\$12,628	\$0	\$12,628	\$9,667
Harris County Department of Education	\$423	\$0	\$423	\$324
Harris County Flood Control	\$2,734	\$0	\$2,734	\$2,093
Total	\$267,450	(\$86,030)	\$181,420	\$139,493

*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.

Net Benefits Over the Next 10 Years



Public Support Overview

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

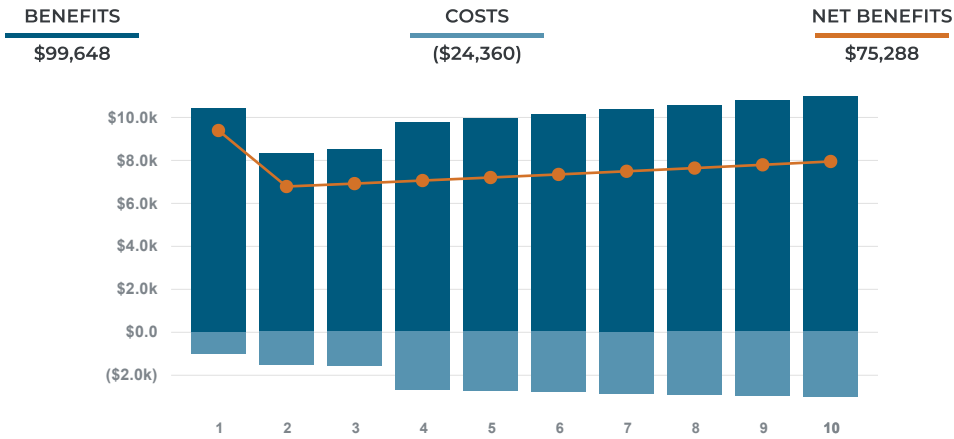
VALUE OF PUBLIC SUPPORT UNDER CONSIDERATION		
	NON-TAX INCENTIVE	TOTAL
City of Tomball	\$26,750	\$26,750
Harris County	\$0	\$0
Tomball ISD	\$0	\$0
Lone Star College	\$0	\$0
Port of Houston	\$0	\$0
Harris County ESD #8	\$0	\$0
Harris County Hospital District	\$0	\$0
Harris County Department of Education	\$0	\$0
Harris County Flood Control	\$0	\$0
Total	\$26,750	\$26,750

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.

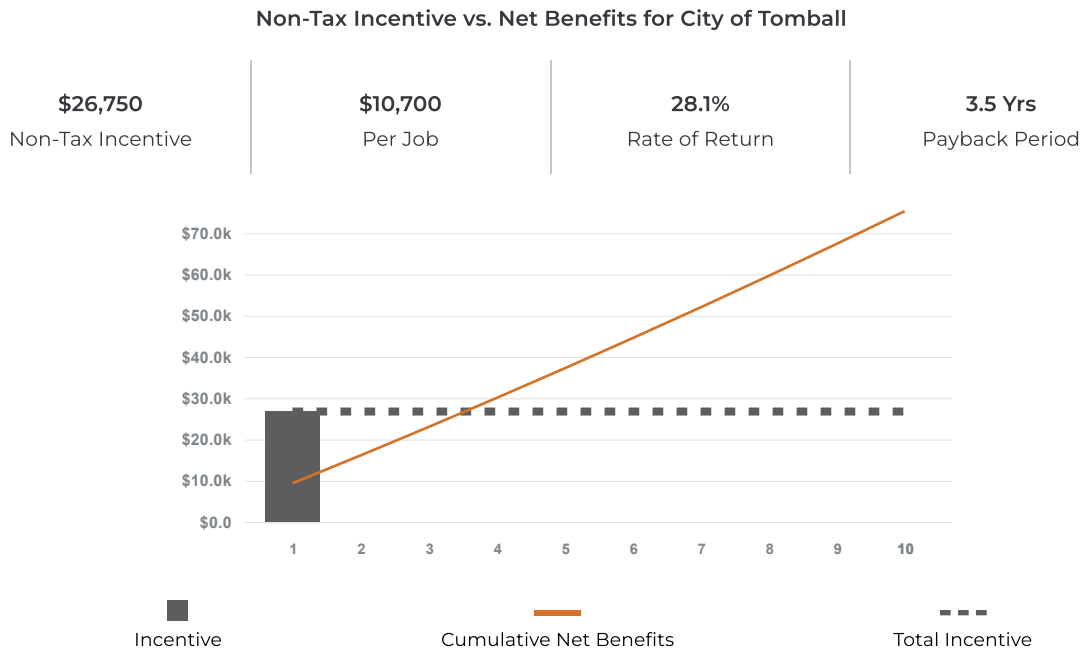
NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$16,429	\$366	\$16,795
Real Property Taxes	\$25,212	\$0	\$25,212
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$78	\$78
Hotel Occupancy Taxes	\$33,534	\$0	\$33,534
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$14,098	\$1,100	\$15,198
Utility Franchise Fees	\$810	\$63	\$873
Miscellaneous Taxes and User Fees	\$7,382	\$576	\$7,958
Benefits Subtotal	\$97,465	\$2,183	\$99,648
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$7,073)	(\$550)	(\$7,623)
Cost of Utility Services	(\$15,527)	(\$1,211)	(\$16,737)
Costs Subtotal	(\$22,599)	(\$1,761)	(\$24,360)
Net Benefits	\$74,865	\$422	\$75,288

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.

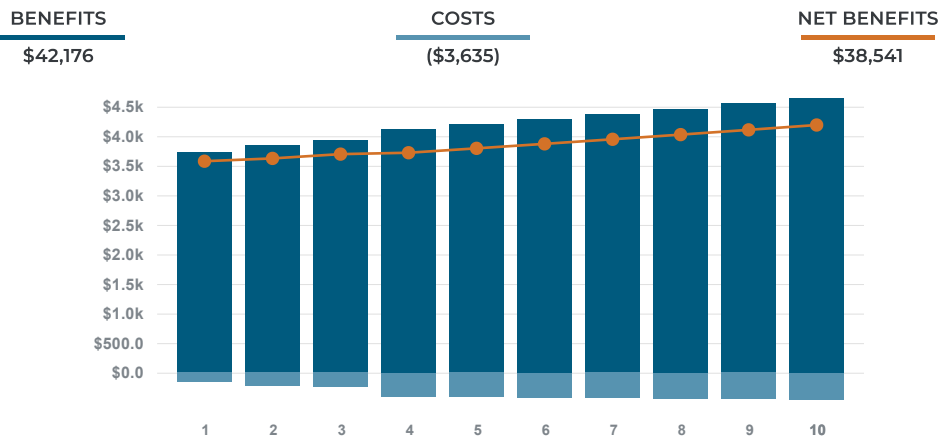


Harris County Fiscal Impact

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	\$30,090	\$0	\$30,090
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$732	\$732
Hotel Occupancy Taxes	\$9,581	\$0	\$9,581
Miscellaneous Taxes and User Fees	\$976	\$796	\$1,773
Benefits Subtotal	\$40,648	\$1,528	\$42,176
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$2,000)	(\$1,634)	(\$3,635)
Costs Subtotal	(\$2,000)	(\$1,634)	(\$3,635)
Net Benefits	\$38,647	(\$106)	\$38,541

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	\$91,560	\$0	\$91,560
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$90	\$90
Addtl. State & Federal School Funding	\$0	\$304	\$304
Benefits Subtotal	\$91,560	\$394	\$91,954
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost to Educate New Students	\$0	(\$295)	(\$295)
Reduction in State School Funding	(\$57,683)	(\$57)	(\$57,739)
Costs Subtotal	(\$57,683)	(\$352)	(\$58,035)
Net Benefits	\$33,877	\$42	\$33,919

Annual Fiscal Net Benefits for Tomball ISD

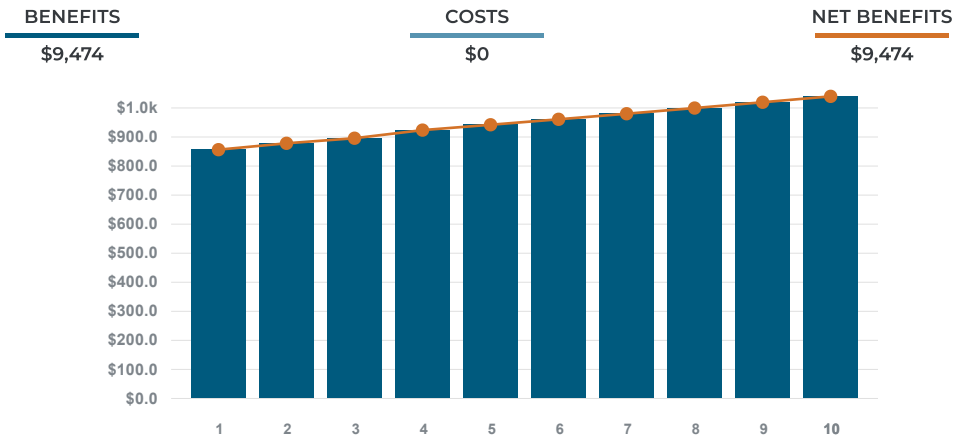


Lone Star College Fiscal Impact

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	\$9,249	\$0	\$9,249
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$225	\$225
Benefits Subtotal	\$9,249	\$225	\$9,474
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$9,249	\$225	\$9,474

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	\$493	\$0	\$493
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$12	\$12
Benefits Subtotal	\$493	\$12	\$505
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$493	\$12	\$505

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	\$7,720	\$0	\$7,720
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$188	\$188
Benefits Subtotal	\$7,720	\$188	\$7,908
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$7,720	\$188	\$7,908

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	\$12,329	\$0	\$12,329
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$300	\$300
Benefits Subtotal	\$12,329	\$300	\$12,628
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$12,329	\$300	\$12,628

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	\$413	\$0	\$413
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$10	\$10
Benefits Subtotal	\$413	\$10	\$423
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$413	\$10	\$423

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	\$2,669	\$0	\$2,669
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$65	\$65
Benefits Subtotal	\$2,669	\$65	\$2,734
COSTS	PROJECT	HOUSEHOLDS	TOTAL
None Estimated	\$0	\$0	\$0
Costs Subtotal	\$0	\$0	\$0
Net Benefits	\$2,669	\$65	\$2,734

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:

713940 FITNESS AND RECREATIONAL SPORTS CENTERS		CITY OF TOMBALL
Employment Multiplier	(Type II Direct Effect)	1.179
Earnings Multiplier	(Type II Direct Effect)	1.3679

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

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 **TCG Capital, LLC** (the “Company”), 9303 Stratford Place, 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 owns and operates a 44,000 square-foot indoor sports facility located at 19220 Theis Ln., Tomball, Texas 77375 and has purchased an adjacent 3-acre tract (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend Five Hundred and Thirty-Five Thousand Dollars (\$535,000) to construct a 100-stall parking lot expansion and related site and drainage improvements (the “Improvements”) on the site; and

WHEREAS, the Company also proposes to create two (2) new full-time employment positions in Tomball in conjunction with the expansion of its business operations on the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) 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; 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 operate and maintain the proposed business on the Property for a term of at least five (5) years and will create two (2) additional full-time positions at the Property. 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 Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property 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 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.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Improvements up to the amount of Twenty-Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), or an amount equal to up to five percent (5%) 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.

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 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.

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, 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.

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: TCG Capital, LLC
9303 Stratford Place
Tomball, Texas 77375
Attn: Jorge Campos
TCG Capital, LLC, Managing Member

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.

11.

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.

12.

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 _____ 2024 (the "Effective Date").

TCG Capital, LLC

By: _____
Name: Jorge Campos
Title: Managing Member

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

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

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____ 2024, by Jorge Campos, Managing Member, TCG Capital, LLC., for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2024, by _____, President of the Board of Directors of the Tomball
Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Legal Information: TR 1A BLK 1 SWINGHAMMER HAUCK



© 2012-2017 Digital Map Products. All rights reserved.

1

RESOLUTION NO. 2024-25-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION’S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND TCG CAPITAL, 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 Twenty Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), found by the Board to be required or suitable to promote a new business development by TCG Capital, 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 Twenty Six Thousand Seven Hundred and Fifty Dollars (\$26,750.00), to TCG Capital, LLC, in accordance with an economic development agreement by and between the TEDC and TCG Capital, LLC to promote and develop a new or expanded business enterprises, located at 19220 Thisis Ln., 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:

Doris Speer, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions through the Choice Partners Cooperative (Contract #22/041KN-02) for a not-to-exceed amount of \$152,896.67 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. The purchases are included in the FY 2023-2024 Budget.

Background:

The IT department has been diligently enhancing our security measures. This involves upgrading our hardware, essential management software, and reinforcing our network backbone. Waypoint stands out for its competitive pricing, participation in the Choice Partners purchasing cooperative, and reliable professional services in network security. Waypoint was our provider for the Fortinet hardware that was installed to help protect the overall network in the City. This item is to increase the approved expenditure authority for Waypoint to account for the annual Fortinet renewal.

Item	Amount
Previously Approved Expenditure Authority	\$135,557.53
Yearly Fortinet Renewal	\$17,339.14
Total	\$152,896.67

Per the City’s adopted Procurement Policy and Manual, cumulative annual expenditures with a single vendor in excess of \$50,000 must be approved by City Council.

Origination: Information Technology

Recommendation:

Staff recommends approving the purchase of information technology hardware, software, and consulting services from Waypoint Business Solutions as appropriated in the Fiscal Year 2023-2024 Budget.

Party(ies) responsible for placing this item on agenda: Tom Wilson IT Director

FUNDING (IF APPLICABLE)

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

Yes: X No: _____ If yes, specify Account Number: #100-117-6320

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

Signed Tom Wilson
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____



QUOTE

118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

Number AAAQ19980

Date Apr 11, 2024

Bill To

City of Tomball

Ben Lato
401 Market Street
Tomball, TX 77375

Phone 281-351-5484

Email blato@tomballtx.gov

Ship To

City of Tomball

Ben Lato
401 Market Street
Tomball, TX 77375

Phone 281-351-5484

Email blato@tomballtx.gov

Account Manager



Paul Sides
281-841-2126
psides@waypointsolutions.com

Contract

Choice Partners/HCDE
#22/041KN-02

Notes:

Co-Term End Date - 2025-12-03

Line	Qty	Description	Unit Price	Ext. Price
1	1	S448EFTF23009618 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-31 to 2025-12-03	\$17,339.14	\$17,339.14
		S448EFTF23005751 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23005735 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23005332 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23005242 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23005076 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23004918 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-07-02 to 2025-12-03		
		S448EFTF23004909 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates		

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.

Line	Qty	Description	Unit Price	Ext. Price
		2024-07-02 to 2025-12-03		
		S424EFTF23002517 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-24 to 2025-12-03		
		S424EFTF23002229 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-30 to 2025-12-03		
		S424EFTF23002202 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-24 to 2025-12-03		
		S424EFTF23002190 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-24 to 2025-12-03		
		S424EFTF23002169 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-24 to 2025-12-03		
		S424EFTF23002148 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-24 to 2025-12-03		
		S108FFTV23011135 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-12-03 to 2025-12-03		
		S108FFTV23011129 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-12-03 to 2025-12-03		
		FP431FTF23023532 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-05 to 2025-12-03		
		FP431FTF23023335 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-05 to 2025-12-03		
		FP431FTF23023225 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-29 to 2025-12-03		
		FP431FTF23022354 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-29 to 2025-12-03		
		FP431FTF23022342 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-29 to 2025-12-03		
		FP431FTF23021732 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-05 to 2025-12-03		
		FP431FTF23021440 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-08-31 to 2025-12-03		

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.

Line	Qty	Description	Unit Price	Ext. Price
		FP431FTF23011835 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-29 to 2025-12-03		
		FP431FTF23011747 - 24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-11-29 to 2025-12-03		
		FGT60ETK20005227 - UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-10-16 to 2025-12-03		
		FGT60ETK20004433 - UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-10-16 to 2025-12-03		
		FGT60ETK19099LLL - UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates 2024-10-16 to 2025-12-03		
		FG201ETK19903515 - Enterprise ProtectionAV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,FortiGuard Attack Surface Security Service,FortiGate Configuration Conversion Service,24x7 Email,24x7 Comprehensive Support,Advance HW,FortiGuard AI-based Inline Malware Prevention,FortiGuard Data Loss Prevention Service,Firmware & General Updates 2024-04-08 to 2025-12-03		
		FAZ-VMTM1900871 - FortiGuard Indicators of Compromise (IOC) Service,24x7 Email,24x7 Comprehensive Support,Firmware & General Updates 2024-10-16 to 2025-12-03		

Total # of devices quoted:30

SubTotal	\$17,339.14
Tax	\$0.00
Shipping	\$0.00
Total	\$17,339.14

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.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 03, 2024

Topic:

Approve a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 19-03DP) for a not-to-exceed amount of \$158,070.06, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.

Background:

B&C Constructors, LP is a general contractor company located in Magnolia, Texas. B & C Constructors operates a construction company specializing in a wide range of skills including new construction and renovation of government buildings, schools, universities, retail shops and other construction type components. B & C has been awarded contracts for the renovation of the Depot Museum, Belmont Drainage Improvements, replacing the HVAC systems at City Hall and the Community Center, as well as other improvements to offices, driveways, drainage flumes and window replacements already this fiscal year, with additional contracts pending for Council approval in the coming months. A full breakdown of their work is reflected in the table below.

Public Works Administration Parking Addition	\$41,162.81
Southmore Street Drainage Improvements	\$97,625.95
Pine Country Blvd Pavement Repair	\$19,281.30
Total	\$158,070.06

This item authorizes a contract with B & C Constructors, LP through a 1GPA Contract (Contract No. 19-03DP) for the repairs, and construction for the City of Tomball.

Origination: Public Works Department

Recommendation:

Staff recommends approving a contract with B & C Constructors, LP for general contract services.

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: # 100-157-4606,
100-154-6207, 400-154-
6409

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

Signed Drew Huffman Approved by _____
Staff Member Date City Manager Date



Budget Proposal

Magnolia, Texas 77354
 713.932.9400 - o
 713.932.9443 - f

DATE: May 8, 2024


PROJECT: COT Pine county Blvd Repair

To: Justin Pruitt

City of Tomball
 501 James Street
 Tomball TX, 77375

1GPA # 19-03DP

Attn: Justin Pruitt

DESCRIPTION	AMOUNT
1. General Conditions/Supervision/Traffic control	\$ 2,850.00
2. Mobilize- saw cut and demo old driveway and culvert..... remove dirt and install new 18"X22" RCP culvert to be embedded with stabilized sand to stop erosion.	\$ 9,475.00
3. Pour back driveway with concrete wing wall at inflow side to be 6" concrete w/ 6" #4 rebar @ 12" centers with 3500Psi concrete.	\$ 7,155.00
Subtotal	\$ 19,480.00
1GPA.96	\$ 19,090.40
1GPA J.O.C Fee 1%	\$ 190.90
SCOPE OF PROPOSAL	
Quote is subject to price change and availability from time of order.	
 James Laycock, Project Manager	P.O.
TOTAL AMOUNT	\$ 19,281.30

THANK YOU FOR YOUR BUSINESS!



Budget Proposal

Magnolia, Texas 77354
 713.932.9400 - o
 713.932.9443 - f

DATE: May 24, 2024

PROJECT: COT Southmore Driveways

To: Justin Pruitt

City of Tomball
 501 James Street
 Tomball TX, 77375

1GPA # 19-03DP

Attn: Justin Pruitt

DESCRIPTION	AMOUNT
1. General Conditions/Supervision/Traffic control	
2. 200 Southmore	\$ 7,800.00
3. 195 Southmore	\$ 6,496.00
4. 206 Southmore (2ea. Driveways)	\$ 6,608.00
5. 201 Southmore	\$ 7,616.00
6. 202 Southmore	\$ 6,496.00
7. 203 Southmore (2ea. Driveways)	\$ 5,488.00
8. 210 Southmore	\$ 8,736.00
9. 209 Southmore	\$ 4,368.00
10. 214 Southmore	\$ 6,608.00
11. 211 Southmore	\$ 4,144.00
12. 216 Southmore	\$ 6,272.00
13. 218 Southmore (Drive & Sidewalk)	\$ 4,144.00
14. 215 Southmore (Drive & Sidewalk)	\$ 7,616.00
15. 220 Southmore	\$ 5,936.00
16. 223 Southmore	\$ 5,264.00
	\$ 5,040.00
Subtotal	\$ 98,632.00
1GPA.96	\$ 96,659.36
1GPA J.O.C Fee 1%	\$ 966.59
SCOPE OF PROPOSAL	
Quote is subject to price change and availability from time of order.	
James Laycock, Project Manager	TOTAL AMOUNT \$ 97,625.95

THANK YOU FOR YOUR BUSINESS!



Budget Proposal

Magnolia, Texas 77354
 713.932.9400 - o
 713.932.9443 - f

DATE: May 8, 2024


PROJECT: COT 501 James Parking Addition

To: Justin Pruitt

City of Tomball
 501 James Street
 Tomball TX, 77375

1GPA # 19-03DP

Attn: Justin Pruitt

DESCRIPTION	AMOUNT
1. General Conditions/Supervision/Traffic control	\$ 3,200.00
2. Mobilize- saw cut curb, remove dirt as needed. Provide heavy stabilize sub-grade. Provide and install 12" PVC (heavy wall type) at maintenance end of new flow elevation bedded in stabilized sand- re-grade ditch for the new flow.	\$ 19,522.00
2. Pour back 8 new parking spots consisting of 6" concrete w/ #4 rebar @ 12" centers to be 3500PSI concrete and install 6" curbs around the new perimeter.	\$ 18,865.00
Subtotal	\$ 41,587.00
1GPA.96	\$ 40,755.26
1GPA J.O.C Fee 1%	\$ 407.55
SCOPE OF PROPOSAL	
Quote is subject to price change and availability from time of order.	
 James Laycock, Project Manager	100-154-6207 T.O.
TOTAL AMOUNT	\$ 41,162.81

THANK YOU FOR YOUR BUSINESS!

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve a purchase from Aqua-Metric Company, for Sensus water meters and installation, as an exclusive authorized distributor of Sensus water meter products, for a not-to-exceed amount of \$400,000 approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.

Background:

Aqua-Metric Company, Inc. is an exclusive authorized distributor of Sensus water meter products for the State of Texas and has been providing Sensus water meters and transmitters to the City as part of our on-going meter replacement program. This item authorizes the purchase of water meters and transmitters for our large meters. This in coordination of the replacement of the remaining large water meters within the City.

Origination: Public Works Department

Recommendation:

Staff recommends the purchase of Sensus water meters and transmitters from Aqua-Metric Company for a not-to-exceed amount of \$400,000

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

Drew Huffman, Public Works
Director

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____

If yes, specify Account Number: #600-613-6106

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

Signed Drew Huffman
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xylem.com



January 4, 2024

To Whom It May Concern:

Sensus is pleased to announce that **Aqua-Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the territory of Central, East and South Texas and the state of Louisiana.

Please contact Aqua-Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment, solutions and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo", written in a cursive style.

James C. Grillo
Mid-West Director of Sales
Sensus, a Xylem brand



April 16, 2024

Aqua-Metric Sales Company

Kelsey VanCleave
 16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Tomball

Attention:

Address: AP@TOMBALLTX.GOV, 501 JAMES ST

City, State, Zip: Tomball, TX 773754623

Phone: (281) 290-411

Email: mmageo@tomballtx.gov

Quantity		Description		Unit Price	Line Total
96	EA	S502TR	1" SR II TR/PL 8 WHL USG	244.13	23,436.48
116	EA	OMNIC11-2	1 1/2" OMNI C2 8 WHL USG	1,315.53	152,601.48
244	EA	OMNIC2	2" OMNI C2 8 WHL USG	1,517.92	370,372.48
25	EA	OMNIC3	3" OMNI C2 8 WHL USG	1,922.71	48,067.75
14	EA	OMNIC4	4" OMNI C2 8 WHL USG	3,339.44	46,752.16
4	EA	OMNIC6	6" OMNI C2 8 WHL USG	5,768.11	23,072.44
3	EA	OMNIC8	8" OMNI C2 8 WHL USG	9,317.93	27,953.79
502	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	168.42	84,546.84

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sales.
2. Quote is valid for thirty days.
3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding \$20,000.00.
5. Net Thirty Days to Pay.
6. Returned production may be subject to a 25% restocking fee.
7. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal	776,803.42
Sales Tax	0.00
Total	776,803.42



Aqua-Metric Sales Company
 16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

May 1, 2024

Client: City of Tomball, Texas
Attention:
Address:
City, State, Zip:
Phone:
Email:

Line No.	Item	Quantity	Unit	Extended
Large Meter Exchange Services				
Product Installation Services				
	Field Deployment Management, Monthly Fee	4	\$12,500.00	\$50,000.00
	Mobilization Fee	1	\$9,375.00	\$9,375.00
	NovusCenter WOMS Additional Setup Fee	1	\$2,500.00	\$2,500.00
	NovusCenter WOMS Work Order Fee	548	\$2.25	\$1,233.00
	NovusCenter WOMS Data Quality Review Fee	502	\$3.00	\$1,506.00
	Commercial Water Meter Survey 3" and Larger, Prior to Exchange Service	46	\$200.00	\$9,200.00
	1" Water Meter Exchange with SmartPoint Installation and Activation	96	\$83.75	\$8,040.00
	1 1/2" Water Meter Exchange with SmartPoint Installation and Activation	116	\$312.50	\$36,250.00
	2" Water Meter Exchange with SmartPoint Installation and Activation	244	\$343.75	\$83,875.00
	3" Water Meter Exchange with SmartPoint Installation and Activation	25	\$1,171.25	\$29,281.25
	4" Water Meter Exchange with SmartPoint Installation and Activation	14	\$1,590.00	\$22,260.00
	6" Water Meter Exchange with SmartPoint Installation and Activation	4	\$1,821.25	\$7,285.00
	8" Water Meter Exchange with SmartPoint Installation and Activation	3	\$2,571.25	\$7,713.75
	Add-On: Lid Modification: Drill Hole In Plastic Meter Box Lid, Estimated Quantity	46	\$8.75	\$402.50
	Add-On: Lid Modification: Drill Hole In Metal Meter Box Lid, Estimated Quantity	5	\$25.00	\$125.00
	Add-On: Clean Out Excessive Dirt From Meter Box, Estimated Quantity	46	\$12.50	\$575.00
	Add-On: Clean Out Excessive Dirt From Meter Vault	5	\$93.75	\$468.75
	Recommended Contingency Fund for Installation Incidentals	1	\$55,000.00	\$55,000.00
	Installation Incidental: Water Meter Register Reprogram of Existing Sensus Meter, Labor Only		\$31.25	
	Installation Incidental: Dewater Vault		\$62.50	
	Installation Incidental: Confined Space Entry		\$437.50	
	Installation Incidental: Site Visit Fee		\$87.50	
	Installation Incidental: Special Job Hourly Rate, Price per Technician per Hour		\$150.00	

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
- Quote is valid for thirty days.
- If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus Product orders exceeding \$20,000.00.
- Net Thirty Days to Pay
- Returned product may be subject to a 25% restocking fee.
- Sales Tax and/or Freight charges are not included.

Total: \$325,090.25

April 18, 2024

Project Clarifications

1. All quotes are subject to the Aqua-Metric Terms of Sale unless there is an executed agreement between the parties. Terms of Sale can be found online at www.aqua-metric.com
2. Quote is valid for 30 days.
3. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
4. Freight allowed on single orders exceeding \$20,000.00. All non-Sensus and/or non-water products are subject to additional freight charges (i.e., Juniper devices, meter boxes and lids, etc.).
5. Net Thirty Days to Pay.
6. Returned product subject to a 25% restocking fee for Sensus product. Due to their custom configuration and build, all electric meter sales are final. All non-Sensus product subject to their specific manufacturer's published return policy.
7. Sales tax and/or freight charges are not included.
8. Standard meter installation pricing shall encompass like-for-like meter exchange. Pricing is for labor only and not inclusive of any special parts or materials necessary to facilitate a successful exchange. Aqua-Metric will furnish nuts, bolts, and gaskets as necessary to replace each meter. City will be responsible for supplying any additional materials including but not limited to meter boxes, meter box lids, curb stops, meter couplings, meter riser/resetter, etc.; however Aqua-Metric can supply any additional materials at cost plus fifteen percent. An installation scope of work will be drafted upon request. Pricing is subject to change based on revisions or modifications requested by the City.
9. A highly recommended commercial meter survey is included within our proposal. Restocking fees and/or additional installation fees will apply for all returned or incorrectly purchased metering product.
10. Pricing does not include staging services, product storage, trash/recycling receptacles, or consumer outreach program.
11. Performance and Payment Bond not included.
12. Pricing does not reflect utilization of Buy-Board. Pricing does not reflect Prevailing Wage Rates.
13. Any items beyond quote above subject to price negotiations.

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Aqua-Metric" means Aqua-Metric Sales Company, a subsidiary of Thirkettle Corporation. "Deliverables" and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. **CONTRACT OF SALE.** All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. **PROPOSALS AND QUOTATIONS.** Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer's suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric's suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. **AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.**
4. **INVOICES.** Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. **ANNUAL SUBSCRIPTION SERVICES.** Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer's product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. **TITLE.** Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. **PACKAGING.** Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$20,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. **AMENDMENTS OR CANCELLATIONS.** Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. **RETURNS.** No Deliverables may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a Restocking Fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned Product(s). Authorized return shipments must be returned in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's Return Authorization Number, and must have transportation charges prepaid. All returned Product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the Product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Customer will be responsible for any damages incurred during shipment with exception to the terms detailed in Damage Claims herein. Aqua-Metric reserves the right to refuse Product(s) Refunds or Credits that have been installed, used, or otherwise returned in any condition other than New. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee.
17. **OBSOLESCENCE.** Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. **WARRANTIES.**
 - 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON

- AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.
- 18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.
- 18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.
- A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.
- B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.
- C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
- D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
- E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.
- F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, Sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.
- G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.
19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents
20. warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.
21. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.
22. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
23. LIMITATION OF LIABILITY.
- 23.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
- 23.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
- 23.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. (d) To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. (e) If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the

extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.

24. INDEMNIFICATION. Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer's failure to comply with applicable law; and (iii) relating to or arising out of Customer's breach of its confidentiality obligations hereunder.
25. CONFIDENTIAL INFORMATION. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
26. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
27. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("Disputes") shall first be resolved by the Parties attempting mediation in California. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of California. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
28. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
29. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
30. NON-WAIVER. Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve a purchase from Equipment Controls Company, Inc. for for gas meters and transmitters, as an exclusive authorized distributor of Sensus products, for a not-to-exceed amount of \$622,000.00, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the Fiscal Year 2023-2024 Budget.

Background:

Equipment Controls Company, Inc. is an exclusive authorized distributor of Sensus products for the State of Texas and has been providing Sensus transmitters for gas meters to the City as part of our on-going meter replacement program. This item authorizes the purchase of 96 gas meters and transmitters for our large meters, identified in the table below, to complete the replacement of the remaining large gas meters within the City.

Meter Size/ Description	Quantity	Total
880	96	\$565,223.90
Contingency	\$56,776.10	\$621,746.29

Origination: Public Works Department

Recommendation:

Staff recommends the purchase of Sensus gas meters and transmitters from Equipment Controls, Inc. for a not-to-exceed amount of \$622,000.00.

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: #600-615-6106

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

Signed Drew Huffman
Staff Member _____
Date _____

Approved by _____
City Manager _____
Date _____

EQUIPMENT CONTROLS COMPANY, INC.
12560 REED RD
SUITE 400
SUGAR LAND TX 77478
713-974-6400 Fax 713-785-5732

Quotation

QUOTE DATE	QUOTE NUMBER
01/22/24	S2408963
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 12560 REED RD SUITE 400 SUGAR LAND TX 77478	PAGE NO. 1

QUOTE TO:
 CITY OF TOMBALL
 401 MARKET STREET
 ATTN: ACCOUNTS PAYABLE
 TOMBALL, TX 77375

SHIP TO:
 CITY OF TOMBALL
 501 JAMES STREET
 TOMBALL, TX 77375

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
15382	SMARTPOINTS	DEWAYNE OSGOOD			
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED	
BILL MALIK	UPS REGULAR	NET 30 DAYS	01/22/24	No	
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price	
		***** Shipping Instructions ***** * CUSTOMER NEEDS ESTIMATED FREIGHT * * CHARGES WITH EVERY QUOTE * * **REQUEST LIFTGATE FOR TRUCK * * SHIPMENTS** * *****			
1100ea	31589	5399255532100M ELSTER 300GM SMARTPOINT	113.400	124740.00	
1250ea	26357	5399255510000M SENSUS 100GM-A SMARTPOINT R275/11 TOOTH **FOR RETROFIT METERS ONLY** **IF FACTORY INSTALLED, USE PART # .36702**	113.400	141750.00	
225ea	26404	5399255510100M SENSUS 100GM-B SMARTPOINT R415/18 TOOTH **FOR RETROFIT METERS ONLY** **IF FACTORY INSTALLED, USE PART # .36703**	113.400	25515.00	
300ea	27474	5399353770000M REMOTE MOUNT 700GM SMARTPOINT, 2-CHANNEL	270.010	81003.00	
140ea	26407	5399355550000M SENSUS 500GM SMARTPOINT, TOP MOUNT	270.010	37801.40	
90ea	26464	5399355560000M	270.010	24300.90	
*** Continued on Next Page ***					

EQUIPMENT CONTROLS COMPANY, INC.
12560 REED RD
SUITE 400
SUGAR LAND TX 77478
713-974-6400 Fax 713-785-5732

Quotation

QUOTE DATE	QUOTE NUMBER
01/22/24	S2408963
ORDER TO: EQUIPMENT CONTROLS COMPANY, IN 12560 REED RD SUITE 400 SUGAR LAND TX 77478	PAGE NO. 2

QUOTE TO:
 CITY OF TOMBALL
 401 MARKET STREET
 ATTN: ACCOUNTS PAYABLE
 TOMBALL, TX 77375

SHIP TO:
 CITY OF TOMBALL
 501 JAMES STREET
 TOMBALL, TX 77375

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
15382	SMARTPOINTS	DEWAYNE OSGOOD		
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
BILL MALIK	UPS REGULAR	NET 30 DAYS	01/22/24	No
ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
		ELSTER 600GM SMARTPOINT, TOP MOUNT		
96ea	24125	SONIX 880 STOCK CST NTC 45LT STOCK METER NO DRAIN NO PETE'S PLUG CENTRAL ZONE 100CF PER PULSE (CONTACTOR CABLE TO BE STORED IN BATTERY COMPARTMENT AND GROMMET PLUGGED) 6 DIGIT DISPLAY A3B1C1D1E1F4G1H1J1K2L4M1N1	1058.540	101619.84
96ea	27474	5399353770000M REMOTE MOUNT 700GM SMARTPOINT, 2-CHANNEL ***** INSTALL ON SONIX 880 ABOVE	270.010	25920.96
96ea	25984	AMR INSTALL FOR SENSUS DEVICES ONLY. SENSUS DOES NOT CHARGE INSTALLATION CHARGE FOR SENSUS DEVICES. ***** INSTALL ON SONIX 880 ABOVE	0.000	0.00
96ea	24732	6002506300000 AMR BRACKET FOR SONIX 45 LT 600 AND 880 METERS ***** INSTALL ON SONIX 880 ABOVE	26.800	2572.80
TAXES NOT INCLUDED				
			Subtotal	565223.90
			S&H CHGS	0.00
			Amount Due	565223.90

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days,
 Applicable taxes extra.

QUOTATION TERMS AND CONDITIONS

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

1. ACCEPTANCE OF PURCHASE ORDERS. Sales of any goods or any related services (collectively, "Products") referenced in Customer's written purchase order to ECCO ("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCO and Customer, any additional or different terms specified or referenced in Customer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCO pertaining to the subject matter of the purchase and sale of Products and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order issued by Customer shall be deemed accepted unless and until ECCO issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.

2. PRICES, TAXES. The price set forth in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer's Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment.

3. PACKAGING, SHIPPING. ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.

4. DELIVERY, TITLE, AND RISK OF LOSS. ECCO's quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the shipping address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.

5. PAYMENT. Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCO's invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney's fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.

6. FORCE MAJEURE AND EXCUSABLE DELAY. ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) an Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, labor disputes, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government's denial or failure to grant an export license or other needed government authorization; (c) Causes beyond ECCO's reasonable control, including severe accidents at ECCO's warehouse, unforeseen production or engineering delays or inability of ECCO or its Vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO's period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer's Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.

7. NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY. CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.

8. PROPRIETARY INFORMATION. For the term of Customer's Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner's direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public and becomes so without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclosed or exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regarding the non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights expressly provided herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subassemblies and/or

software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer's Purchase Order shall remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall survive for a period of five years after expiration of Customer's Purchase Order.

7. INTELLECTUAL PROPERTY RIGHTS. ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withheld at ECCO's sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer's intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO's vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.

8. ORDER CANCELLATION. Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.

9. GOVERNING LAW; ATTORNEYS FEES. The Quotation, which includes these terms and conditions, the contract resulting from Customer's Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer's Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER'S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY, TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.

11. MODIFICATION. Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.

12. ASSIGNMENT. Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.

13. NO THIRD PARTY BENEFICIARIES. Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

14. WAIVER. If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

15. SEVERABILITY. If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.



Brad M. Frantzen
Director of Sales

11070 Century Lane
Overland Park, KS 66210

T: 913-219-0157
F: 913-469-5362
brad.frantzen@sensus.com
www.sensus.com



January 13, 2017

To Whom It May Concern:

Sensus, USA is pleased to announce that Equipment Controls Co. is the exclusive Authorized Distributor of Sensus products for the state of Texas. Please contact Equipment Controls for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your utility with quality gas measurement equipment and support in the near future. Please feel free to contact me at brad.frantzen@sensus.com regarding this or any other matter.

Sincerely,

Brad Frantzen

Brad Frantzen

Director, Sales Gas | [Sensus](#)
T: 913.219.0157 | brad.frantzen@sensus.com

11070 Century Lane | Overland Park, KS 66210
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [3D Tour](#)



PLEASE NOTE: My email address will change on February 1, 2017 to brad.frantzen@xylem.com

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Discussion and possible action to schedule City Council Strategic Planning Workshop and Orientation.

Background:

Staff is looking for date recommendations to schedule an in-person Strategic Planning Workshop and City Council Orientation.

Origination: City Administration

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

Yes: No: If yes, specify Account Number: #all dept. & funds training

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Discussion and possible action to approve the proposed changes to the Board, Commission, and Committee Appointment Process.

Background:

Based on the recommendations received during the May 20, 2024, Regular City Council meeting, the following two options are being presented to improve the current application and appointment process; as stated in Section II of the Boards, Commissions, and Committees Handbook.

Both Option A and B list the same proposed changes, with the only exception being the time being allotted for advertisement and submittal of applications.

Origination: City Secretary Office

Recommendation:

n/a

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

FUNDING (IF APPLICABLE)

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

Yes: No: If yes, specify Account Number: #all dept. & funds training

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a board, commission, committee or separate legal entity can obtain an application from the City Secretary's office at City Hall or from the City's website, www.tomballtx.gov. The completed application can be submitted via email to: cso@tomballtx.gov or directly to the Mayor or returned to the City Secretary's office. Applications are valid for two years: from date of submission, -after which a new application must be submitted

The City will advertise any open / vacant positions 45 days prior to the council appointments. For an application to be considered, your complete application must be received 30 days prior to the date of possible appointment. Any applications received within 30 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

For your application to be considered complete you must return the following:

1. Boards and Commission Application and/or Tourism Advisory Committee application.
2. Conflict of Interest Questionnaire
3. Conflict of Interest Statement
4. Election on disclosure form
5. Acknowledgement of receipt and understanding of Handbook (page 33)

In addition, persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include a brief bio to include a recent resume.

Appointment Process. The City of Tomball City Council makes appointments to City of Tomball Boards, Commissions, Committees, and separate legal entities. The City Council considers applications to these boards during regular City Council meetings.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, Committee or separate legal entity, the City

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.6"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.1", First line: 0.5"

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.6"

Secretary will notify the Board/Commission Secretary and they notify the appointee in writing of the appointment. ~~Generally, the City Council will appoint members to no more than three (3) consecutive terms of service on a single board.~~

Eligibility and Qualifications. The Tomball City Council seeks qualified ~~persons~~ people to serve on Boards, Commissions and Committees. The qualifications required to serve on a particular Board, Commission or Committee are determined by City of Tomball Home Rule Charter, Ordinance, Boards and Commissions Handbook or by the State law which established the Board, Commission, or Committee.

Appointments to Boards, Commissions, Committees or separate legal entities that do have eligibility requirements must be made in accordance with the governing City Home Rule Charter, City Ordinance, Boards and Commissions Handbook or State statutes. Board, Commission or Committee members must continue to meet the eligibility requirements during the entire time they serve. If a member cannot continue to maintain the necessary requirements, he/she shall resign his/her position.

Nepotism. Section 6.05 of the Home Rule Charter provides that no officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appoint or so voting, or related to any other member of the governing body or board of the City.

Oath of Office. Upon appointment, an oath of office is administered to all members of Boards, Commissions, and Committees. The oath of office can be administered by the ~~City Board~~ Secretary or designee or a City-employed Notary Public for the State of Texas prior to presiding over a meeting.

Open Meetings Act Training. Upon appointment, each ~~new~~ board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of his/her appointment and provide a certificate of completion to the City Secretary for the City's records.

CHAPTER II

BOARD, COMMISSION, AND COMMITTEE APPOINTMENT PROCESS

Application Process. Citizens interested in serving on a board, commission, committee or separate legal entity can obtain an application from the City Secretary's office at City Hall or from the City's website, www.tomballtx.gov. The completed application can be submitted via email to: cso@tomballtx.gov or directly to the Mayor or returned to the City Secretary's office. Applications are valid for two years: from date of submission, -after which a new application must be submitted

The City will advertise any open / vacant positions 60 days prior to the council appointments. For an application to be considered, your complete application must be received 45 days prior to the date of possible appointment. Any applications received within 45 days of an appointment will not be considered for the next appointment, therefore, we encourage you to submit a completed application as soon as possible. All eligible applicants will be notified and scheduled to a council workshop/regular meeting where candidates will have the opportunity to introduce themselves and answer any questions.

For your application to be considered complete you must return the following:

1. Boards and Commission Application and/or Tourism Advisory Committee application.
2. Conflict of Interest Questionnaire
3. Conflict of Interest Statement
4. Election on disclosure form
5. Acknowledgement of receipt and understanding of Handbook (page 33)

In addition, persons seeking appointment or reappointment to the Planning & Zoning Commission, Zoning Board of Adjustment, Tomball Economic Development Corporation, or the Tomball Regional Health Foundation shall be required to include a brief bio to include a recent resume.

Appointment Process. The City of Tomball City Council makes appointments to City of Tomball Boards, Commissions, Committees, and separate legal entities. The City Council considers applications to these boards during regular City Council meetings.

Notice of Appointment. After the City Council appoints a person to serve as a member of a Board, Commission, Committee or separate legal entity, the City

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.6"

Formatted: Indent: Left: 0.1", First line: 0.5"

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.6"

Secretary will notify the Board/Commission Secretary and they notify the appointee in writing of the appointment. ~~Generally, the City Council will appoint members to no more than three (3) consecutive terms of service on a single board.~~

Eligibility and Qualifications. The Tomball City Council seeks qualified ~~persons~~ people to serve on Boards, Commissions and Committees. The qualifications required to serve on a particular Board, Commission or Committee are determined by City of Tomball Home Rule Charter, Ordinance, Boards and Commissions Handbook or by the State law which established the Board, Commission, or Committee.

Appointments to Boards, Commissions, Committees or separate legal entities that do have eligibility requirements must be made in accordance with the governing City Home Rule Charter, City Ordinance, Boards and Commissions Handbook or State statutes. Board, Commission or Committee members must continue to meet the eligibility requirements during the entire time they serve. If a member cannot continue to maintain the necessary requirements, he/she shall resign his/her position.

Nepotism. Section 6.05 of the Home Rule Charter provides that no officer of the City or officer of any City Board shall appoint, or vote for or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second-degree of affinity (by marriage) or within the third-degree by consanguinity (by blood) to the person so appoint or so voting, or related to any other member of the governing body or board of the City.

Oath of Office. Upon appointment, an oath of office is administered to all members of Boards, Commissions, and Committees. The oath of office can be administered by the ~~City Board~~ Secretary or designee or a City-employed Notary Public for the State of Texas prior to presiding over a meeting.

Open Meetings Act Training. Upon appointment, each ~~new~~ board member is required to complete the Open Meetings Act Training as required by the State of Texas Attorney General within ninety (90) days of his/her appointment and provide a certificate of completion to the City Secretary for the City's records.

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Presentation of the Tomball Economic Development Corporation (TEDC) 2023-2024 Annual Report.

Background:

The Bylaws of the Tomball Economic Development Corporation (TEDC) require that an annual report detailing the Corporation’s activities and achievements in carrying out the goals outlined in its Strategic Work Plan be submitted to City Council for review.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation:

As per the TEDC Bylaws, this annual report is for review by the City Council. No action is required.

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: # _____

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

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

SHAPED BY CULTURE.
DRIVEN BY COMMERCE.
CONNECTED BY COMMUNITY.



GET IN TOUCH

Phone

281-401-4086

Social Media

@tomballtxedc

Website

www.tomballtxedc.org

Address

29201 Quinn Road, Suite B
Tomball, Texas 77375

CELEBRATING

30

YEARS

ABOUT TOMBALL ECONOMIC DEVELOPMENT CORPORATION



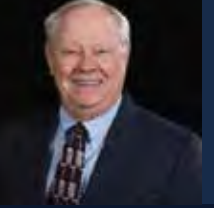




The TEDC utilizes multiple tools to attract and retain businesses, such as developed infrastructure, tax incentives, and improvement grants. The Corporation collaborates with existing companies and local partners on key initiatives to address critical business and community needs.

Tomball's premier location and business-friendly mindset make it an ideal place for economic investment and ensures Tomball is a place where corporate industry and family-owned businesses prosper.

The Tomball Economic Development Corporation (TEDC) is governed by a seven-member Board of Directors appointed by Tomball City Council. Focused on attracting new businesses and industry, promoting business retention and expansion, and coordinating economic development efforts in Tomball, the TEDC strengthens the overall economic environment of Tomball and helps the community thrive through measured growth generating jobs, boosting revenue, and enhancing the quality of life in Tomball.

The TEDC was formed in November 1994 as a Type B Corporation after the citizens of Tomball voted to pass a ½ cent sales tax dedicated to economic development.

BOARD OF DIRECTORS

	Gretchen Fagan PRESIDENT		Chad Degges VICE PRESIDENT		William E. Sumner SECRETARY
	Richard Bruce TREASURER		Lisa Covington BOARD MEMBER		Jim Engelke BOARD MEMBER
			Brock Hendrickson BOARD MEMBER		

Since its founding in 1994, the TEDC Board of Directors has consisted of seven members appointed by Tomball City Council. Directors serve a two year term and may be reappointed by City Council at the end of each term.





Mission

To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enhance the general well-being of the community.

Vision

Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.

TEDC STAFF

	Kelly Violette, CEcD, PCED, AICP EXECUTIVE DIRECTOR		Tiffani Wooten, CEcD ASSISTANT DIRECTOR
	Tori Gleason, PCED ECONOMIC DEVELOPMENT COORDINATOR		McKayley Dannelley ADMINISTRATIVE ASSISTANT

EXECUTIVE DIRECTOR'S MESSAGE

This year, Tomball Economic Development Corporation (TEDC) celebrates 30 years of smart, measured growth and economic progress for all in Tomball – success founded on collaboration. Collaborative efforts created hundreds of million in capital investment and thousands of new jobs in the last 30 years.

The 2023-2024 annual report showcases successes of the TEDC Board of Directors, TEDC staff, City of Tomball, and our economic and workforce development partners.

TEDC started the fiscal year with a sold out Business & Technology Park, a nationally recognized project. Weeks later we secured the 4.63-acre First Baptist Church property centered in Old Town Tomball for future development.

Throughout the year, we witnessed industrial development along Grand Parkway and Tomball Parkway and the emergence of large and small retail stores, shops, and e-commerce businesses – all creating jobs and expanding our economy.

We are working in partnership with the City of Tomball to implement the Livable Centers Downtown Plan. Together, we are creating a more inviting and accessible downtown with safer walkways and amenities. The first phase of the alleyway project is underway and will provide enhanced lighting, entryway features and stamped concrete to provide more appealing pedestrian connections for visitors and residents. The Old Town Tomball Business Alliance was established by the downtown merchants to promote the rich tapestry of activities and events within the heart of our city.

Workforce partners continue to prepare workers for careers. Tomball ISD students entered their first year of a P-TECH program to develop workers for emerging healthcare careers. The launch of the TEDC Summer Youth Employment Program will further drive career opportunities.

Collaboration with our partners ensures plans are in line with how businesses, residents and visitors want to enjoy Tomball. Working together, Tomball is prepared for the next 30 years!

Sincerely,
 Kelly Violette, CEcD, PCED, AICP
 Executive Director

Kelly Violette



Kelly Violette was hired as Executive Director in 2011. Under her leadership, Tomball has recruited hundreds of projects leading to nearly \$500 million in capital investment and more than 5,000 jobs created. The creation and build out of Tomball Business & Technology Park highlights these efforts, with a diverse 815,000 square feet of development spanning the 99.5-acre park. Violette is a Certified Economic Developer (CEcD), Professional Community and Economic Developer (PCED), and Certified Planner (AICP).

STRATEGIC WORK PLAN

The 2023-2024 Strategic Work Plan detailed goals for the TEDC staff and board to achieve through collaboration with local businesses, strategic partners, and key stakeholders. Developed from the 2020-2024 Strategic Plan, the areas of focus were designed to maintain Tomball's robust economic success. Execution of the goals has created stronger business partnerships, new workforce initiatives, and a heightened demand for development in Tomball.

BUSINESS RETENTION & EXPANSION (BRE)

Continually Engage and Assist in the Success of Tomball Businesses

ATTRACTION AND RECRUITMENT

Recruit and Secure New Businesses and Industry Suitable for Tomball

DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

Encourage Quality Investment in Tomball's Old Town

EDUCATION AND WORKFORCE DEVELOPMENT

Partner With Local and Regional Education Institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and Local Industries to Further Develop Youth Workforce Programs and Workforce Initiatives

OPERATING REVENUE

FY 2024 ADOPTED



BUSINESSES IMPROVEMENT GRANTS (BIG)

2023-2024



61

660 SINCE 2010
BUSINESSES ASSISTED



\$259,539.16

\$10,289,692.17 SINCE 2010
PROPERTY IMPROVEMENTS



\$322,880.85

\$2,321,883.31 SINCE 2010
LANDSCAPING IMPROVEMENTS



\$288,858.81

\$3,262,226.08 SINCE 2010
FAÇADE IMPROVEMENTS



\$172,607.78

\$1,587,325.59 SINCE 2010
SIGNAGE IMPROVEMENTS



\$205,390.19

\$1,152,945.05 SINCE 2010
MEGA IMPROVEMENTS



\$350,029.04

\$3,663,275.75 SINCE 2010
TEDC INVESTMENT



\$1,249,276.79

\$18,614,072.20 SINCE 2010
TOTAL PROJECT CAPITAL INVESTMENT

The Livable Centers Downtown Plan was adopted in 2009 to preserve, promote, and enhance Old Town Tomball. The plan focuses on infrastructure improvements in Old Town Tomball to improve walkability and boost commerce. The plan details enhancements needed to improve Old Town, while maintaining the charm and character of the district.

ALLEYWAY ENHANCEMENTS

Partnering with the City of Tomball, TEDC is redeveloping commercial alleyways throughout Old Town to foster a livable, walkable, and connected community. An amenities package funded by the TEDC will beautify the alleyways. These amenities include entry arch gateways; decorative string lights; masonry seat walls; lighted entry markers; planter pots, soil, flowers and drip irrigation; and lighting and electrical.

Phase 1 of the project is nearing completion. Enhanced lighting and larger outdoor spaces provide larger, more appealing areas for visitors and residents to gather, increasing Old Town's viability as a food, retail, and entertainment destination.



BEFORE - NORTH 100 BLOCK



CURRENT PROGRESS - NORTH 100 BLOCK



RENDERING - NORTH 100 BLOCK



THE WEIRD SISTER - BEFORE



THE WEIRD SISTER - AFTER

The Business Improvement Grant Program was created in 2010 to help commercial property owners and businesses make high-quality improvements in Tomball. TEDC has approved more than \$3.6 million in matching grant funds for projects totaling nearly \$19 million. During the past 12 months, 61 businesses have received BIG assistance leading to more than \$1.2 million in capital investment.

ESTABLISHED 2011

Tomball Business & Technology Park was established in 2011 when TEDC purchased 99.5 acres, with the first project commencing in 2015.

AUGUST 2016

In 2016 GE Betz, Inc. purchased 5.5 acres to develop a 42,718 square foot state-of-the-art research and development facility that has since been sold to Veolia Water.

NOVEMBER 2018

In 2018 Dkota Investments, Inc. (Bimbo Bakeries) purchased 4 acres for a 20,402 square foot distribution facility.

JANUARY 2021

In 2021 CCJ Collaborations (Paradigm Brewing Company) purchased 4.65 acres to develop a 10,500 square foot brewery.



99.5 TOTAL ACRES
90 MILLION PRIVATE CAPEX
815K TOTAL SQUARE FEET
718+ JOBS CREATED

JULY 2022

In 2022 West Woodland Business Park, LLC purchased 2.36 acres to develop a 27,375 square foot spec office warehouse space.

JULY 2015

In 2015 Packers Plus Energy Services (USA), Inc. purchased 17.36 acres to develop a 50,000 square foot US headquarters facility that has since been sold to ThisCar.

MAY 2018

In 2018 Nickson Industrial, Ltd. initially purchased 6.1 acres to develop a spec building and has since purchased an additional 12.45 acres and developed a total of 181,246 square feet of spec building space.

DECEMBER 2018

In 2018 Hoelscher Properties (Hoelscher Weatherstrip) purchased 16.78 acres to develop a 194,195 square foot headquarter distribution facility.



DECEMBER 2021

In 2021 KTB Properties, LLC (Techsico) purchased 2.52 acres to develop a 16,100 square foot corporate headquarters facility.

MARCH 2022

In 2022 Ralco Houston, Ltd. (Billiard Factory) purchased 4.70 acres to develop a 69,720 square foot corporate headquarters facility.

MAY 2023

In 2023 Chrismas Interests, LLC (Metal Zinc Manufacturing & Walsh Albert) purchased 17.67 acres to develop an approximately 200,000 square foot office warehouse corporate headquarters facility.

TOMBALL BUSINESS & TECHNOLOGY PARK

2023 marked a milestone year for TEDC-owned Tomball Business & Technology Park, as the final available lot in the Park was sold. Tomball Business & Technology Park witnessed its first project in 2016 and has experienced tremendous growth ever since.

The 99.5-acre Park, a top 10 industrial park in the United States according to Business Facilities, is responsible for more than \$90 million in capital investment and the creation of more than 700 jobs. Nearly 815,000 square feet of development is spread throughout the Park, housing a diverse collection of domestic and international businesses.

Conveniently located near Grand Parkway and Tomball Parkway, the Park has thrived on location and its quick access to Tomball's amenities. The success of the Tomball Business & Technology Park has spurred industrial, commercial, and residential development in and around Tomball.

OLD TOWN FACADE IMPROVEMENT GRANTS

The Old Town Facade Improvement Grant Program launched in 2020 to promote the renovation, rehabilitation, restoration, and enhancement of facades in Old Town Tomball.



\$95,105.97
PROJECT TOTALS

\$1,236,052.96 SINCE 2020



\$47,552.98
TEDC GRANT TOTALS

\$369,877.04 SINCE 2020

TEDC's strategic objective to encourage quality investment in Old Town Tomball has manifested via a successful Old Town Facade Improvement Grant (FIG) Program. Ten FIG projects have commenced since the program was initiated, generating more than \$1.2 million in capital investment in Tomball's cultural hub. TEDC has approved nearly \$370,000 in matching grant funds since 2020, including more than \$47,000 in 2023-24 alone to implement façade improvement projects in Old Town Tomball.



SYLVIA'S WOOD FIRE PIZZA GRANT RECIPIENT



SYLVIA'S KITCHEN

PROJECT GRANTS

2023-2024

ECONOMIC DEVELOPMENT BY THE NUMBERS



10

PROJECTS



485,980

SQFT



391

JOBS CREATED



50

JOBS RELOCATED



\$41,719,698

CAPITAL INVESTMENT



\$844,861

TEDC INVESTMENT

Since 2006, the TEDC has approved 134 project grants totaling more than \$15 million to deliver economic growth in Tomball.

PROJECTS:

- THE GARZA AGENCY
- T & R HARMON, LLC DBA CRAVING KERNELS
- FIRST COMMUNITY CREDIT UNION
- IC STAR SOLAR (USA), LLC

- DELLA CASA PASTA
- LOMA HEALTH & WELLNESS, PLLC
- HEADQUARTERS TOO, LLC
- BILLIARD FACTORY
- WR TRANSFORMERS, INC.
- SYLVIA'S WOOD FIRE PIZZA, LLC

GROW TOMBALL

Grow Tomball, an initiative launched by the TEDC to promote local businesses, continued its momentum in 2023-2024. As part of the TEDC's robust business retention and expansion (BRE) efforts, Grow Tomball shares the unique stories of Tomball businesses through written content, video testimonials, and podcasts.

The TEDC was honored by the International Economic Development Council (IEDC) with a 2023 Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. The award was announced at IEDC's Annual Conference in Dallas.

The videos and articles feature Kinsley Armelle, Veolia Water Technologies, and Tejas Chocolate + Barbecue, highlighting their unique stories and reasons for calling Tomball home. TEDC is continuing the Grow Tomball efforts by authoring new success stories every quarter and incorporating video storytelling with select features.

Success Stories began in 2020 as an effort to highlight local businesses finding unique ways to succeed during the Covid-19 pandemic. Video was introduced to the campaign in 2022.



Kinsley Armelle Success Story



Veolia Success Story



Tejas Success Story

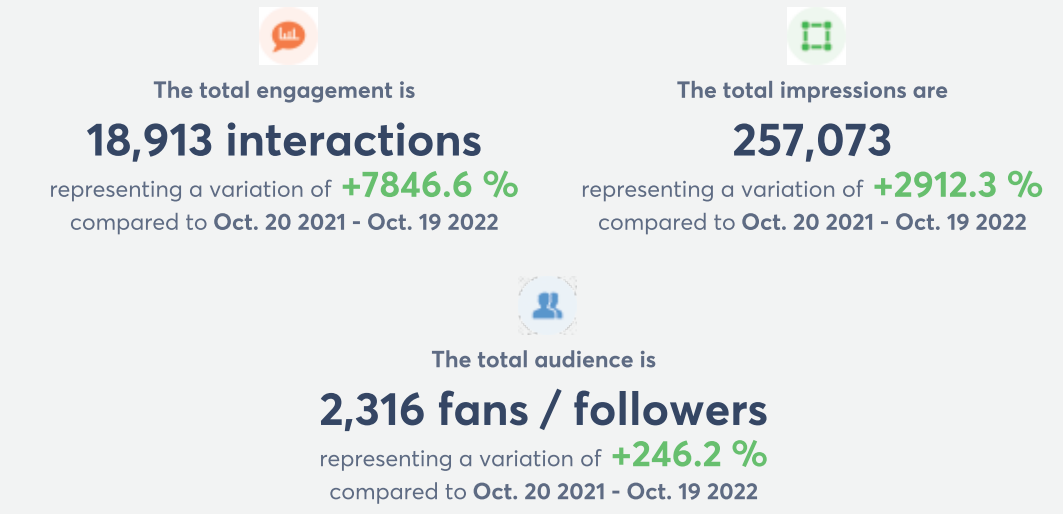
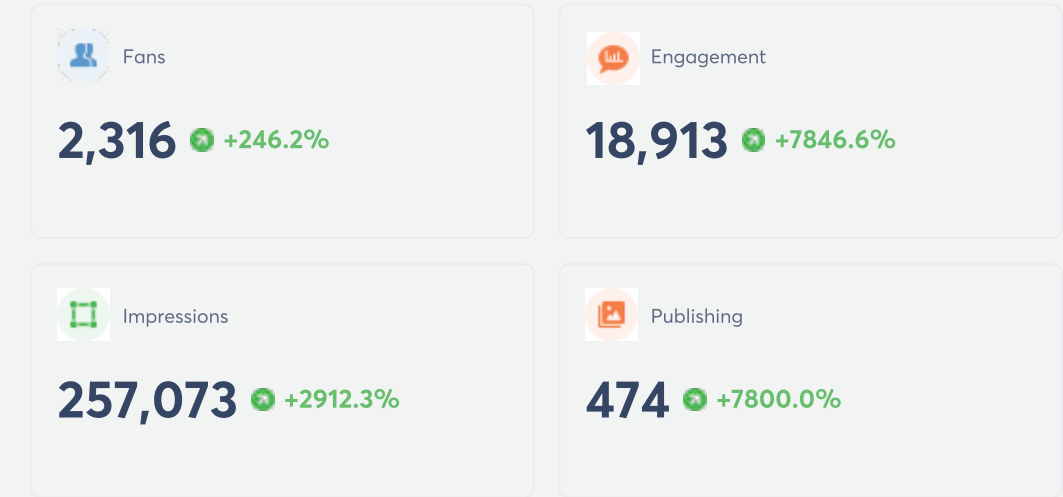
THE IMPACT OF SOCIAL MEDIA

A goal outlined in the TEDC's 2023-2024 strategic work plan was to expand social media reach. Social media is one of the top ways to connect with constituents and stakeholders, therefore, an active and robust social media presence helps economic development efforts. At the direction of marketing partner Beefy Marketing, TEDC utilizes Facebook, X (formerly Twitter), Instagram and LinkedIn to amplify its message to reach new audiences.

Social media posts include infographics, photos, videos, statistics, links, tips, and testimonials to help drive traffic and increase engagement. Since May 2023, TEDC's social media channels have generated more than 274,245 impressions and 14,511 engagements. This represents a 99% increase from the twelve months prior.

The expanded awareness of the TEDC's efforts is leading to a more prominent message of economic success in Tomball. Social media helps us tell our story and we are doing that better than ever.

TEDC revamped its social media efforts in November 2022 leading to extensive increases in publishing, engagement, and followers.



Social Media	New fans/followers	Engagement	Impressions
Facebook Tomball Economic Development	266	15K	179K
Instagram Tomball Economic Development	363	2.4K	58K
LinkedIn Tomball Economic Development	159	1.8K	20K

PROJECTS & DEVELOPMENTS



Lone Star Development (Hufsmith-Kohrville Business Park)

Hufsmith-Kohrville Business Park, developed by Lone Star Development, is a 3.79-acre flex project that opened in March 2024. The 44,000 square-foot business park is designed to offer retail, warehouse, and office space. Retail will occupy 11,000 square feet with the remaining 33,000 square feet spread among 22 suites within three flex warehouse buildings.

Lone Star Development expects the project to create 135 new or relocated jobs and deliver more than \$7.4 million in capital investment. The company received a \$122,722 grant from the TEDC to assist with infrastructure costs.



Church Holdings, Inc.

Houston-based Church Holdings, Inc. is developing Tomball Commerce Center, a 6.93-acre project located near the intersection of Hufsmith-Kohrville Road and Spell Road. The commerce center, which is being constructed in four phases, will consist of six buildings totaling more than 86,000 square feet.

The project is responsible for \$10.1 million in capital investment and is expected to create approximately 135 new jobs. Church Holdings received a \$426,639 incentive from TEDC.



BCS Tomball Main, LLC

BCS Tomball Main, LLC is redeveloping property at the corner of Highway 249 and FM 2920 into a multi-use retail development. Phase I of the project, which covers 0.43-acres, has an estimated \$2 million capital investment and expects to create 38 jobs.

TEDC approved a \$123,094 grant to BCS Tomball Main to assist with infrastructure costs on Phase I. Salad and Go, occupying 783 square feet, will be located on the redeveloped site.



Headquarters TOO, LLC (The Field- Retail Center)

Headquarters TOO, LLC, owners and developers of The Field, shared office space in Tomball, developed an adjacent retail center to attract commercial tenants. The 1.7-acre project offers 15,500 square feet of space constructed along Graham Drive, near the heart of Tomball.

The project expects to generate 74 new jobs and is responsible for \$3.1 million in capital investment. A \$102,459 infrastructure grant was approved by the TEDC.

P-TECH PROGRAM LAUNCHED, RECOGNIZED

TEDC continues to evolve and initiate acclaimed workforce development programs that meet the growing needs of business and industry in Tomball. Completing its first year and already recognized with a Texas Economic Development Council Workforce Excellence Award, Tomball ISD's Pathways in Technology Early College High School (P-TECH) initiative focuses on developing skilled professionals to meet the high demand of healthcare related jobs.

Approved by the Texas Education Agency, the P-TECH program is a unique collaboration between industry partner HCA Houston Healthcare Tomball, Tomball ISD, and Lone Star College-Tomball. The TEDC worked closely with these partners to design and launch the program that is training its first class of 25 high school students and providing students immediate access to healthcare jobs upon graduation.



The Tomball Economic Development Corporation (TEDC) has been at the forefront of workforce innovation since 2018, emphasizing strategic community partnerships to bolster local economic growth. With a commitment to fostering a skilled workforce, this innovative P-TECH program represents a pioneering approach in Texas, being the first concentrating on healthcare as a vital sector. This program is a testament to TEDC's broader agenda to nurture talent and create direct pathways to employment, setting a statewide example of workforce development that is responsive to industry trends and community needs.

SUMMER YOUTH PROGRAM

A strategic initiative of the TEDC, the Summer Youth Employment Program aims to enhance career awareness and readiness among young adults in Tomball. Offering paid summer employment across various industries, the program provides hands-on experience and exposure to real-world work environments.

Businesses within the City of Tomball can receive up to \$4,000 in grant funds to hire two summer interns over a seven-week period. Significantly, within the first few weeks of launch, a dozen businesses applied for nineteen of the twenty available internship spots.

This innovative initiative is complemented by ongoing TEDC workforce programs, including Teacher Externship Programs that integrate industry strategies into the classroom. Additionally, partnerships such as the new Teen Space with Lone Star College-Tomball, the Youth Job Board on the TEDC Website, and Career Fairs serve to introduce Tomball students to a wide array of career opportunities.



The Tomball EDC, educational institutions, local businesses, and community leaders, all play key roles in developing the talent pipeline. The TEDC invites you to scan the QR code to view the featured youth employment opportunities on our website as we work together to build and sustain a robust, well-trained, and highly skilled workforce.



TEDC BRINGS HOME THREE IEDC AWARDS

The TEDC earned a gold and two silver awards from International Economic Development Council's (IEDC) Excellence in Economic Development program. TEDC received a prestigious Gold Excellence Award in the Multimedia/Video Promotion division for its "Success Stories" campaign showcasing Tomball businesses. A pair of Silver Excellence Awards were presented to TEDC in the categories of Annual Report and General Purpose Print Promotion. The awards were announced in September at IEDC's Annual Conference in Dallas.



TORI, TIFFANI, AND KELLY AT ANNUAL IEDC EVENT



TORI ACCEPTING IEDC AWARDS

TEXAS EDC HONORS TOMBALL EDC ACCOMPLISHMENTS

The Tomball EDC was recognized for economic excellence by the Texas Economic Development Council in June for exceptional contribution to community workforce programs. The Workforce Excellence Award recognized Tomball Independent School District's P-TECH initiative focused on developing health professionals. Texas EDC also honored Tomball EDC as a recipient of its annual Economic Excellence Recognition at the 2024 Winter Conference in San Antonio. The Economic Excellence Recognition program acknowledges economic development organizations that meet a desired threshold of professionalism.



TORI, KARLA, TIFFANI + KELLY



KARLA + TIFFANI ACCEPT WORKFORCE AWARD

Over the years, the Tomball Economic Development Corporation (TEDC) has been distinguished with over 10 prestigious awards from the International Economic Development Council (IEDC) and has proudly received more than 20 accolades from the Texas Economic Development Council. These honors underscore the TEDC's unwavering commitment to excellence and their enduring success in driving impactful projects that stimulate economic growth and prosperity.

PARTNER WITH US

The TEDC is eager to help existing Tomball businesses expand and new businesses locate in Tomball. You can access information on available properties, resources, incentives, and more by scanning the QR codes below.

For additional assistance and to learn what the TEDC can do for your business, please contact the TEDC staff at 281-401-4086.

BUSINESS IMPROVEMENT GRANT

The Business Improvement Grant (BIG) is a grant program designed to help commercial property owners and businesses make high quality exterior improvements to buildings and property in Tomball.



OLD TOWN FAÇADE IMPROVEMENT GRANT

The Old Town Façade Improvement Grant (FIG) program promotes economic development by offering economic incentives for renovation, rehabilitation, restoration, and enhancement of facades and structures in Old Town Tomball.



AVAILABLE PROPERTIES

Utilize our property search tool to find the perfect home for your business. A wide range of sites and buildings, from retail to industrial, can be filtered and sorted to your desire. If you cannot find what you are looking for using the search tool, contact the TEDC staff for more property information.



INCENTIVES

Tomball offers competitive incentive programs for existing companies looking to expand and new businesses looking to locate in the city. The City of Tomball has an attractive tax abatement program and the TEDC provides performance-based cash incentives for job creation, targeted infrastructure, and other improvements. The State of Texas also has programs for new and existing businesses.



WORKFORCE

The TEDC has a strategic commitment to develop and maintain a talented workforce in Tomball. Working with business, education, and community partners, the TEDC provides opportunities to develop and attract premium talent to Tomball.



TOMBALL JOB SEARCH

The Tomball EDC, through a unique partnership with LinkedIn, offers job seekers an easy way to search for jobs in Tomball. Job seekers can search by experience level or by industry. Click on the links below to begin your search today.



E-NEWSLETTER

The TEDC keeps you updated on the latest happening around economic development in Tomball. Sign up for the TEDC's quarterly newsletter to learn about new projects, workforce development initiatives, and staff updates.



City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Approve the Tomball Economic Development Corporation (TEDC) 2024-2025 Strategic Work Plan.

Background:

The TEDC Bylaws require that the Corporation prepare an annual work plan outlining its goals and objectives and present the work plan to City Council for approval.

The 2024-2025 Strategic Work Plan defines the goals and includes applicable action steps for each goal. Additionally, metrics/key performance indicators are included to gauge the Corporation's progress in achieving its goals.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve the 2024-2025 TEDC Strategic Work Plan.

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: # _____

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

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



TOMBALL

ECONOMIC DEVELOPMENT CORP.



BUSINESS & TECHNOLOGY PARK

Strategic Work Plan 2024-2025



To promote economic development in the City of Tomball through the attraction of new business and industry and the retention of existing businesses by providing the resources that enhance the general well-being of the community.



Tomball is the community of choice for businesses, residents, and visitors, offering a dynamic economy, strong labor force, and unmatched living and working environment.

The following Strategic Work Plan outlines the items from the 2020-2025 Strategic Plan that are to be accomplished in the final year: 2024-2025.

Tomball EDC 2020-2025 Goals:

1. BUSINESS RETENTION & EXPANSION (BRE)
2. ATTRACTION & RECRUITMENT
3. DEVELOPMENT/REDEVELOPMENT OF OLD TOWN
4. EDUCATION & WORKFORCE DEVELOPMENT





BUSINESS RETENTION & EXPANSION (BRE)

To continually engage and assist in the success of Tomball businesses.

1. Conduct 9 BRE on-site or virtual visits per quarter and report feedback from visits to board.
2. Conduct an annual online business survey to identify and manage business needs.
3. Continue the Grow Tomball initiative to highlight and promote local businesses.
 - a. Share success stories on the Tomball EDC website.
 - b. Support Tomball EDC podcasts.
 - c. Develop video success stories to be added to the Tomball EDC website.
 - d. Expand reach using YouTube, Google SEO, Instagram Reels, and paid ads.
 - e. Explore creative ways to increase public exposure.
4. Produce programming that meets the needs of the existing industry leaders in Tomball.
 - a. Host 2 networking events
 - b. Host 1 Outlook Luncheon
5. Provide resources/access to information to assist local businesses with demographic and market data using SizeUp.
6. Support “Made in Tomball” Initiatives.
7. Explore programming and financial incentives to help existing industries expand.

How will Goal #1 be measured in 2024-2025?

of Tomball businesses visited in 2024-2025: _____ (Goal is 36)

of success stories produced and shared: _____ (Goal is 6)

of podcasts highlighting local businesses: _____ (Goal is 2)

of Tomball businesses that were identified and shared their success stories via video: _____ (Goal is 2)

of business events that we produced for the benefit of existing business owners in 2024-2025: _____ (Goal is 3)

of Project Grants approved for business expansions in 2024-2025: _____

Did we expand our social media reach?



ATTRACTION AND RECRUITMENT

Recruit and secure new business/industry that are suitable for Tomball.

1. Continue developing and maintaining relationships with businesses, site selectors, brokers, and developers, and maintain an awareness of available real estate properties within the community.
2. Support infill and redevelopment opportunities to attract new private sector investment.
3. Explore public financing tools including Tax Increment Reinvest Zones (TIRZ) to finance infrastructure improvements and encourage development/redevelopment projects.
4. Support local and emerging entrepreneurs.
 - a. Provide workshops emphasizing financial literacy, business management, marketing, networking, recruitment, etc. that will help their businesses grow or be more profitable.
5. Create an Incentives Policy to guide the TEDC in evaluating economic incentives.
6. Use targeted recruitment techniques to pinpoint potential companies within the TEDC's target industries in areas that are favorable for relocation or expansion.
7. Refresh website and online materials to maintain up-to-date information in a dynamic and user-friendly interface.
 - a. Update target industry information, make the incentives tab easier to find, and update data and demographics.

How will Goal #2 be measured in 2024-2025?

Did we explore public financing tools?

Did we provide training workshops?

Did we create an Incentives Policy?

Did we produce a one-page marketing summary for each target industry?

Did we create a database of target companies and contacts?

of Project Grants approved under Attraction in 2024-2025: _____



DEVELOPMENT/REDEVELOPMENT OF OLD TOWN

To encourage quality investment in Tomball's Old Town.

1. Partner with the City of Tomball on targeted infrastructure improvements (alleyways, parking, wayfinding, etc.)
 - a. Partner with stakeholders to help minimize construction disruption and to provide additional marketing assistance for those businesses who do experience disruption.
2. Continue to plan for and improve parking and pedestrian access.
 - a. Consider needed improvements.
 - b. Fund wayfinding in Old Town directing people to parking.
3. First Baptist Church Project:
 - a. Initiate planning process.
4. Create a project and financing plan for the redevelopment of the South Live Oak Business Park.
5. Continue to promote incentives and explore additional ways to encourage upgrades to properties in Old Town.

How will Goal #3 be measured in 2024-2025?

Did we explore infrastructure opportunities in Old Town Tomball?

Did we support or provide targeted infrastructure improvements in Old Town?

of parking strategies we implemented: _____

Did we begin planning of the First Baptist Church site?

Did we promote or provide improvement grants and other property upgrade ideas in Old Town?

Did we finalize the redevelopment plans for the South Live Oak Business Park?



EDUCATION AND WORKFORCE DEVELOPMENT

Partner with local/regional education institutions, City of Tomball, Greater Tomball Area Chamber of Commerce, and local industries to further develop youth workforce programs and workforce initiatives.

1. Continue to serve on the P-TECH Steering Committee with Lone Star College-Tomball, TISD, and HCA officials.
 - a. Research grant funding opportunities for the P-TECH program and other youth workforce programs.
2. Continue to serve on the TISD - CTE Advisory Board to create pathways for CTE students to enter the workforce and gain work-based learning credentials with industry partners.
3. Work with our Regional Workforce Board and Texas Workforce Commission on available resources for local industries.
4. Continue to work with local/regional education institutions to support a Grow Tomball – Youth Program.
 - a. Work with education institutions to host job/career fairs.
 - b. Maintain and update a job board for High School and College Students on the TEDC Website.
 - c. Research funding partners for Internship/Apprenticeship Program.
 - d. Grow the Summer Youth Employment Program.
 - e. Work with TISD in their Teacher Externship Program

How will Goal #4 be measured in 2024-2025?

Did we research grant funding opportunities for the P-TECH program and other youth workforce programs?

Did we in the creation of a youth workforce pathway program?

Did we support a job/career fair in the 2024-2025?

Did we maintain and update a youth job board on our TEDC website?

Did we grow the Summer Youth Employment Program?

Did we assist TISD in their Teacher Externship Program?

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

Adopt, on First Reading, Ordinance 2024-17, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18-Environment, Article IV.-Noise, by deleting Section 18-192.-Maximum sound levels and modifying Section 18-195.-Defenses; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Background:

At the May 20th Joint Workshop, City Staff was directed to omit the following regulations in Chapter 18-Environment, Article IV.-Noise:

- Section 18-192 pertaining to octave band center frequencies.
- Section 18-195 pertaining to a defense to the provisions of the Article IV.-Noise “by spectators and participants at lawfully scheduled amphitheater event”.

All other existing noise provisions in Chapter 18 are proposed to remain unchanged, including the maximum permissible sound levels specified in Section 18-191 which prohibits the generation of any sound of such a nature as to cause persons occupying or using any property other than the property upon which the sound is being generated to be aware of sympathetic vibrations or resonance caused by the sound. Also, any sound that unreasonably disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others is considered a violation.

Origination: Community Development Department

Recommendation: Approval

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

FUNDING (IF APPLICABLE)

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

Yes: _____ No: _____ If yes, specify Account Number: # _____
If no, funds will be transferred from account # _____ To account # _____

Signed Sasha Luna Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-17

ADOPT, ON FIRST READING, ORDINANCE 2024-17, AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 18-ENVIRONMENT, ARTICLE IV.-NOISE, BY DELETING SECTION 18-192.-MAXIMUM SOUND LEVELS AND MODIFYING SECTION 18-195.-DEFENSES; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to amend the City’s noise regulations as set forth herein; now therefore,

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

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

Section 2. The Code of Ordinances is amended by deleting Chapter 18-Environment, Article IV.-Noise, Section 18-192.-Maximum sound levels as follows:

Sec. 18-192. Maximum sound levels.

(a) ~~All industrial or commercial businesses within the city limits shall conform to the maximum sound levels as set out in this section. Sound levels shall be measured with a sound level meter and an associated octave band analyzer, both manufactured in accordance with the specifications prescribed by the American Standards Association. Noise emission from any commercial or industrial operation shall not cause sound pressure levels greater than those listed in the table below, measured at any point at the commercial or industrial operation's boundary, either at ground level or at a habitable elevation, whichever is more restrictive.~~

Octave Band Center Frequency (HZ)	Sound Pressure Level (dB)*
31.5	85
63	71
125	61
250	52
500	47
1000	44
2000	39
4000	37
8000	35

*re: 0.0002 microbar

(b) ~~The sound level produced by any industry shall not exceed the limits established in this section.~~

Section 3. The Code of Ordinances is amended by modifying Chapter 18-Environment, Article IV.-Noise, Section 18-195.-Defenses as follows:

Sec. 18-195. Defenses.

The following defenses shall apply to any offense established in this article:

- (1) The emission of any sound was for the purpose of alerting persons to the existence of an emergency, danger, or attempted crime.
- (2) The sound was produced by an authorized emergency vehicle.
- (3) The sound was produced by emergency work.
- (4) The sound was generated:
 - a. At a lawfully scheduled stadium event;
 - b. By a parade and spectators and participants on the parade route during a lawful parade;
 - ~~c. By spectators and participants at lawfully scheduled amphitheater event;~~
 - d. By patrons and participants using cannons and gunfire during historical battle re-enactments for which a pyrotechnic permit was obtained and the explosives were inspected by the fire marshal;
 - e. By a pyrotechnic display that was inspected and approved by the fire marshal; or
 - f. By spectators and participants of an event, fun run, race, festival, fiesta, or concert that was sponsored or cosponsored by the city.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 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 than any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or

whether there be one or more parts.

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

FIRST READING:

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

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

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF _____ 2024.

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

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

City Council Meeting Agenda Item Data Sheet

Meeting Date: June 3, 2024

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session.
- Sec. 551.074 – Personnel Matters; Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee- Members of the Tomball Economic Development Corporation (TEDC) Board of Directors

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

David Esquivel, City Manager